

GIVEBERMUDA.ORG

Announcing the GiveBermuda.org 2016 Photography Competition

Objective:

To celebrate the launch of the new giving marketplace website, GiveBermuda.org, the Bermuda Community Foundation is sponsoring a photography competition to promote giving.

Timeframe: February 26 – April 30, 2016

Criteria:

- Submit a photo that best represents one of 42 social issue areas. We are seeking edgy, dynamic imagery
- Photos should be a minimum of 1MB and preferably 300dpi

Rules and Conditions:

- All entries must be emailed to submissions@bcf.bm by 11:59 PM Atlantic Standard Time on April 30, 2016.
- Entrants must provide their name, address, age (if under 18 years), email address, confirmation and agreement with the Official Rules.
- Each entry must be entirely the original work of the entrant and indicate the location in which it was taken.
- Any person included in a photo must have given their express permission to be photographed and for the photo to be shared and published.
- The winning photos will become the exclusive property of the Bermuda Community Foundation for a period of **1 year**. By submitting a photograph to BCF, the entrant agrees to grant BCF, free of charge, the right to publish the photograph online and in other BCF-sponsored media and communications if his or her photograph(s) is selected.
- The winning entries will be announced on or about May 10, 2016.
- Entrants under 16 years of age must obtain parental or guardian permission before entering the competition.
- There is no limit on the number of entries an entrant may submit.
- The judges' decision is final and no correspondence will be entered into.
- BCF reserves the right to disqualify any entry which breaches any of the rules and conditions.

Prizes:

- Winning photos will be featured on GiveBermuda.org as the flagship images for 42 key social issue areas tackled by local nonprofits in Bermuda.
- Winning photos will be featured on the Bermuda Community Foundation's website and social media pages.
- Each winning entry will be awarded a cash prize of \$100. There is no limit on the number of entries an entrant may submit.

Social Issue Categories

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| Arts | Home Repair Programmes |
| Alzheimer Disease or Dementia | Homelessness / Destitution |
| Animal Related or Animal care | Human Services |
| Child Abuse Prevention | International Aid / Overseas Humanitarian Efforts |
| Children, Youth & Family Services | Job Readiness and Career Planning |
| Civil Rights, Social Action and Advocacy | Literacy |
| Community Crime Prevention | Marine Conservation |
| Community Engagement | Mental Health |
| Community Improvement and Capacity Building | Performing Arts |
| Cultural Heritage | Philanthropy / Grantmaking |
| Services / programmes for people with Disabilities | Poverty / Homelessness / Destitution |
| Diversity and Intergroup Relations | Public Safety, Disaster Preparedness and Relief |
| Early Childhood Education | Religion |
| Eco-Friendly Living / Sustainable Lifestyles | Scholarships / Fellowships |
| Education | Sport |
| Education - Alternative, Adult, Special, Enrichment, Out-of-School, After-School | Seniors Services |
| Environmental Protection / Eco-Friendly Living Sustainable Living | Substance Abuse, Dependency, Prevention & Treatment |
| Extracurricular Activities (After-school / Out-of-School) | Teen Pregnancy |
| Food Distribution / Feeding Programmes | Voluntarism Promotion |
| Health Services | Youth Development Programmes (Mentoring) |
| Historical Preservation | Zoological Parks & Aquariums / Wildlife Preservation and Protection |

Official Rules: GiveBermuda.org

Please read these rules before entering this contest (the “Contest”). By participating in this Contest, you agree to be bound by these Official Rules. No purchase or payment of any kind is necessary to enter or win this contest.

1. *Eligibility.* To be eligible to win, entries must be completed and received by BCF in the manner and format designated below. Members of the BCF Boards or Committee are not eligible to win.

2. *Disclaimer.* BCF, Facebook, Inc., any BCF sponsors, host organizations, or steering committee members are not responsible for: (a) any late, lost, misrouted, garbled or distorted or damaged transmissions or entries; (b) telephone, electronic, hardware, software, network, Internet, or other computer- or communications-related malfunctions or failures; (c) any Contest disruptions, injuries, losses or damages caused by events beyond the control of BCF or by non-authorized human intervention; or (d) any printing or typographical errors in any materials associated with the Contest.

3. *Contest Period.* The Contest starts on February 26, 2016 at 12:01 AM Atlantic Standard Time and ends on April 30, 2016 at 11:59 PM Atlantic Standard Time. All entries must be received during the Contest Period to be eligible to win.

4. *How to Enter.* During the Contest Period (1) visit the BCF Facebook page at <https://www.facebook.com/bdacommunityfoundation/> or the BCF website at www.bcf.bm; and (2) follow the instructions on how to submit your entry (the “Submission”). BCF may choose to display all Submissions on the BCF Facebook page and website. By emailing your Submission, you agree that your Submission conforms to the Submission Guidelines and Content Restrictions listed below and that BCF, in its sole discretion, may remove your Submission and disqualify you from the Contest if it believes, in its sole discretion that your Submission fails to conform to the Guidelines and Restrictions. By emailing your Submission, in addition to rights granted below, you: (a) grant to BCF all rights necessary to display your Submission on BCF’s website and BCF’s Facebook page; (b) represent and warrant that you have the right to grant the rights granted in these Official Rules; and (c) represent and warrant that your Submission and its use as contemplated in these Official Rules does not and will not violate, misappropriate, or infringe upon any law or regulation or the rights of any third party, including any copyright, trademark, or any rights of publicity or privacy, or any other intellectual property or proprietary rights.

Submission Guidelines:

- The Submission must be a digital photo, 300 dpi (high resolution), and in .jpg or .tif format.
- The Submission must be entrant’s original creation and owned one hundred percent (100%) by the entrant;
- The Submission cannot have been submitted previously in a promotion of any kind or exhibited or displayed publicly through any means; and
- The Submission must demonstrate the entrant’s definition of philanthropy.

Content Restrictions:

- The Submission must not contain material that violates, misappropriates, or infringes upon any law or regulation or the rights of any third party, including any copyright, trademark, or any rights of publicity or privacy, or any other intellectual property or proprietary rights;
- The Submission must not disparage any person or entity;



- The Submission must not contain material that is inappropriate, indecent, obscene, hateful, tortious, and/or defamatory;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Submission is created.

Entrants must have signed permission from all individuals (parents/legal guardian of children, if featured and if not your own) that appear in the Submission to use their name and image in the Submission and to grant the rights set forth herein. If requested by BCF, entrants must be able to provide such permissions in a form acceptable to BCF. By uploading a Submission, entrant grants to BCF and its host organizations a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Submissions in whole or in part, and otherwise exploit the Submission in all media now known or hereafter devised, throughout the universe, in any way BCF sees fit including, but not limited to, entertainment, instruction/education, promotional, advertising and/or marketing purposes. In connection with all rights granted herein, BCF and its host organizations shall also have the irrevocable right to incorporate Submissions, in whole or in part, into other works, in any form, media or technology now known or hereafter developed. If necessary, entrant will sign any necessary documentation that may be required for BCF and its host organizations to make use of the non-exclusive rights entrant is granting to use the Submission. Proof of submission will not be deemed proof of receipt by BCF.

1. *Selection and Notification of Winner.* The BCF Steering Committee (the “Judging Panel”) will select approximately 42 submission as the prize winners, and reserves the right to not select any winner. Selection of the winning Submission by BCF will be based on the following criteria (“Judging Criteria”): (a) creativity; (b) the extent to which it is inspirational; (c) how well it represents the social issue or philanthropy; and (d) the quality of the Submission. The winner will be notified on May 10, 2016 by email.

2. *Identity of Entrant.* If a dispute arises about the identity of the entrant, entries made online will be declared to have been made by the authorized account holder of the email address submitted at time of entry. An authorized account holder is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address. The potential winner may be required to provide BCF with proof that the potential winner is the authorized account holder of the email address associated with the winning entry.

3. *Prizes.* A number of Prize Winners will be selected. If the winner does not confirm acceptance of the prize within ten (10) days after delivery of notification, the entry will be considered null and void and the prize will be forfeited. Alternate winners may be selected by the Judging Panel from all of the remaining eligible entries that meet the Judging Criteria. The Prize is not transferrable. No substitutions or exchanges (including for cash) of the Prize will be permitted, except that BCF reserves the right to substitute a comparable Prize. All Prizes will be fulfilled and awarded by May 31, 2016.

4. *No Facebook Endorsement.* This Contest is in no way sponsored, endorsed or administered by, or associated with Facebook, Inc. Any information you provide in connection with the Contest is to BCF and/or its sponsors/administrators and not to Facebook. You understand that by using and interacting



with Facebook, you are subject to the terms, conditions, and policies that govern the use of Facebook. You should therefore review the applicable terms and policies for **Facebook**, including privacy and data gathering practices, before using or interacting with Facebook.

5. *General Release.* By entering the Contest, you release BCF and all released parties from any liability whatsoever, and waive any and all causes of action, for any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Contest or delivery, mis-delivery, acceptance, possession, or use of or inability to use any Prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.

6. *Use of Winner's Name, Likeness, etc.* Except where prohibited by law, entry into the Contest constitutes permission to use winner's name, Facebook name, likeness, persona, hometown, and/or Prize information in all media now known or later devised throughout the universe in perpetuity for all purposes BCF deems appropriate – including, without limitation, for promotional or publicity purposes - without further permission or compensation. As a condition of being awarded any Prize, except where prohibited by law, winner may (in BCF's sole discretion) be required to execute a written consent, confirming BCF's right to use such winner's name, Facebook name, likeness, persona, hometown, and/or Prize information without further permission or compensation.

7. *Winner Name; Rules Request.* For the Winner Name, send an email with subject line: "GiveBermuda Photography Competition Winner Name Request" to admin@bcf.bm after May 31, 2016. To obtain a copy of these Official Rules, send an email with subject line: "GiveBermuda Photography Competition Official Rules Request" to admin@bcf.bm.

8. *Entrant's Personal Information.* Information collected from entrant will only be used for contact purposes related to the Contest. BCF will not sell or otherwise distribute entrant's personal information to any organization, nor add entrant's email to any mailing list.

9. *Miscellaneous.* The Contest and these Official Rules will be governed, construed, and interpreted under the laws of Bermuda. Entrants agree to be bound by these Official Rules and by the decisions of BCF, which are final and binding in all respects. BCF reserves the right to change these Official Rules at any time, in its sole discretion, and to suspend or cancel the Contest or any entrant's participation in the Contest should viruses, bugs, unauthorized human intervention, or other causes beyond BCF's control affect the administration, security or proper play of the Contest, or BCF otherwise becomes (as determined in its sole discretion) incapable of running the Contest as planned. Notwithstanding the foregoing, BCF reserves the right to amend, modify, or cancel the Contest at any time without notice. Entrants who violate these Official Rules; violate any law, rule, or regulation in connection with participation in the Contest; tamper with the operation of the Contest or engage in any conduct that is detrimental or unfair to BCF, the Contest, or any other entrant (in each case as determined in BCF's sole discretion) are subject to disqualification from entry into the Contest. Any provision of these Official Rules deemed unenforceable will be enforced to the extent permissible, and the remainder of these Official Rules will remain in effect. If you have any questions about these Official Rules or the Contest, please email them to admin@bcf.bm.

Contest Sponsor. Bermuda Community Foundation, Sterling House, 4th Floor, 16 Wesley Street, Hamilton HM 11, Bermuda.

