**Annual *POSITIVELY DIFFERENT* MyCapeCod Photography Contest**

**DETAILS & OFFICIAL RULES**

**1. Eligibility**

NO PURCHASE NECESSARY. This is a skills-based contest open to any amateur or professional photographer age 13 or older and residing in Massachusetts, so long as the entrant and his/her entry meet the requirements of these rules (the “Official Rules”). Employees of The Cooperative Bank of Cape Cod or Davis Advertising and their immediate family members or persons living in the same households are not eligible.

**2. How to Enter**

The Contest begins on Monday, July 1, 2019, and the entry deadline is 11:59pm Eastern on Monday, September 30, 2019. Each entry consists of an entry form and a single image in original format. To enter, visit [www.mycapecodbank.com](http://www.mycapecodbank.com); complete the entry form with the required information, including your name, address, telephone number, **valid** email address, the town in which the photograph was taken, and a photo caption; upload the photograph and submit. No editing tools, supplies or other assistance will be provided to you. You may submit up to one photograph per entry. Maximum three total entries.

Categories:

* ***#mycapecod Winter***
* ***#mycapecod Spring***
* ***#mycapecod Summer***
* ***#mycapecod Fall***

Each submission must be a high-resolution, digital photograph in its original format (no alteration or enhancement using photo editing software with the exception of color or clarity correction). Photos should reflect what you think makes Cape Cod a wonderful and *Positively Different* place to visit, live or work. Photographs must include people, places or pets that make Cape Cod special to you.  Photographs must be at least 8MP (3200 pixels per inch wide on the longest side by 2400 pixels on the shortest side), submitted in .jpeg or .jpg format, without watermarks.

Each entry must be a single work of original material and created entirely by entrant. Entries which are incomplete, illegible, inaccurate, forged, irregular in any way, or otherwise not in compliance with the Official Rules, as determined in our sole discretion, will be disqualified.

**If the photograph contains any material or elements that are not owned by the entrant and/or which are subject to the rights of third parties, and/or if any persons or businesses appear in the photograph,** the entrant is responsible for obtaining, prior to submission of the photograph, any and all releases and consents necessary to permit the use of the photograph without compensation and in the manners set forth in these Official Rules. If any person appearing in any photograph is under the age of majority in their state of residence, the signature of a parent or legal guardian is required on each release. Upon our request, each entrant must be prepared to provide within 7 calendar days of receiving our request, a signed release from all persons or businesses who appear in the photograph submitted, and/or from the owner of any material that appears in the photograph entry, authorizing us and our licenses (“Authorized Parties”) to reproduce, distribute, display, and create derivative works of the entry, in any media now or hereafter known. All releases must be in the form we require in our sole discretion. Failure to provide such releases upon request may result in disqualification and selection of an alternate winner. ([Download the Release Form](https://www.thecooperativebankofcapecod.com/cdn-media/CCB-Grant-of-Permission-2015.pdf). Acrobat Reader is required to view the download. Get the [free plug-in here](https://acrobat.adobe.com/us/en/products/pdf-reader.html).)

Proof of submission of an entry is not proof of receipt.  In the event of a dispute concerning who submitted an entry, the entry will be deemed to have been submitted by the authorized holder of the e-mail account from which the entry is made.

Entries and other submitted material become the property of The Cooperative Bank of Cape Cod and will not be acknowledged or returned.  The Cooperative Bank of Cape Cod is under no obligation to use the winning entries or any other entry for any purpose.

**3. Judging; Prizes.**

Each photograph and accompanying entry form will be prescreened to ensure that it complies with the Official Rules. To ensure anonymity of entrants during the judging process, each entry will be assigned an identification number.

On or around October 15, 2019, for each entry that passes the prescreening, a panel of judges will evaluate each entry based on four weighted criteria:  Originality (25%), Creativity (25%), Concept (25%), and Photographic Quality (25%).   Based on these criteria, the judges will select one (1) Grand Prize Winner of all submissions as the Best Overall winner and twelve (12) entries from the remaining submissions. From the twelve (12) entries, the judges will select one (1) First Place winner, and one (1) Second Place winner, and a Runner-Up in each category. Decisions of the judges are final and binding.

*Prizes.  The winner of Best Overall image will be awarded a Grand Prize of a $200 VISA® Gift Card and the cover position on our 2020 Community Calendar. The winners of First Place image in each category will be awarded a $100 VISA® Gift Card and be included as a monthly photograph our 2020 Community Calendar. The winners of Second Place image in each category will be awarded a $50 VISA® Gift Card and be included as a monthly photograph our 2020 Community Calendar. VISA® Gift Cards may not be transferred, used for prior purchases, or redeemed for cash, and* *are also subject to the terms and conditions specified by VISA®. The winners of Runner-Up in each category will be included as a monthly photograph in our 2020 Community Calendar.*

*Notification.* The winners will be announced on [www.mycapecodbank.com](http://www.mycapecodbank.com) on or before October 31, 2019.  VISA® Gift Cards will be awarded by November 25, 2019. Our calendar will be published by December 31, 2019.

Each winner (or, in the case of a minor, the winner’s parent or legal guardian) will be required to sign and return within five (5) calendar days of notification all releases, consents, rights clearances and any other documents required by The Cooperative Bank of Cape Cod, *including any releases required from third parties appearing in the photograph*. If a winner cannot be reached within five (5) calendar days of the first notification attempt, or a winning notification is returned as undeliverable, or a winner rejects a prize awarded, or requested releases are not provided, or The Cooperative Bank of Cape Cod determines, in its sole discretion, that a winner has not complied with any of the Official Rules, then the entrant’s status as a winner and any prize awarded will be forfeited, and an alternative winner will be selected from the entries.  If the prize awarded is forfeited, no other compensation will be given to that forfeiting winner. By winning this contest, there is no guarantee that your photograph will be used by The Cooperative Bank of Cape Cod or otherwise.

Prizes are non-transferable. No substitutions allowed. Combined, total value of prizes: $800.

**4. Representations, Warranties & Agreements; Use of Your Submission and Personal Information**

By entering this Contest:

A)  You agree to be bound by the decisions of the contest judges and by these Official Rules, and to comply with all applicable federal, state, and local laws;

B)   You represent and warrant that (i) you have read these Official Rules and meet their requirements, (ii) your photograph is original, and (iii) if the photograph includes anything that is owned or control by a third party, you have obtained written permission from the third party granting The Cooperative Bank of Cape Cod a perpetual, royalty-free, fully paid, freely transferable (with full rights to sublicense), universal, unconditional and irrevocable right and license to copy, distribute, display and to create derivative works from such third party materials for any and all purposes relating to the promotion, marketing, advertising, distribution and/or sales activities of The Cooperative Bank of Cape Cod;

C) You agree that the photograph shall be, to the maximum extent eligible, a "work made for hire" (as this term is used in the U.S. Copyright Act), with all rights therein, including without limitation the exclusive copyright being the property of The Cooperative Bank of Cape Cod, and you hereby unconditionally and irrevocably assign (or, if applicable law prohibits or restricts assignment, you hereby license) to The Cooperative Bank of Cape Cod all right, title, and interest in and to the photograph (including, without limitation, the copyright) in any and all media whether now known or hereafter devised, in perpetuity, wherever produced or located, including the right to use, copy, edit, distribute, display, exploit, publicize, reformat, reproduce and to create derivative works of the photograph for advertising, trade, other commercial purposes or any other purpose;

E) You waive (i) any right to publicity, privacy or moral rights relating to the photograph or your participation in this Contest, and (ii) any right to inspect or approve uses of the photograph or to be compensated for any such uses, and to the extent these rights may not be waived legally, you agree not to assert them; and

F)  You grant to The Cooperative Bank of Cape Cod the right to use your first and last name, likeness, picture, hometown, voice, entry and written or oral statements, for advertising and promotional purposes in promoting or publicizing either the Contest or The Cooperative Bank of Cape Cod and its mission and services, without compensation and without need for your further permission. You agree you shall have no right of approval, no claim to compensation, and no claim (including, without limitation, claims based on invasion of privacy, defamation, rights of integrity or attribution, or right of publicity) arising out of any use, blurring, alteration, or use in composite form of your name, picture, likeness, hometown, or entry. The rights granted under this paragraph shall extend to The Cooperative Bank of Cape Cod and its agents with respect to all entrants in the Contest, regardless of whether their entry is selected as a winning entry.

D)  You agree to release, discharge, and hold harmless The Cooperative Bank of Cape Cod, Davis Advertising, Facebook, Twitter and their respective partners, affiliates, subsidiaries, advertising agencies, agents and their respective employees, officers, directors, and representatives from any claims, losses, and damages arising out of or in connection with your participation in this Contest, including without limitation the posting of your photograph online in a social media environment, or any other Contest-related activities, or arising out of the acceptance, use, misuse or possession of any prize awarded hereunder;

E)    You agree to indemnify, and hold The Cooperative Bank of Cape Cod, Davis Advertising, and their respective officers, directors, employees, contractors, agents and representatives harmless from and against any third party claim (including reasonable attorneys’ fees and costs) arising from any use of the photograph.

**5. Right to Cancel or Suspend; Disqualification.**

If, for any reason the Contest is not capable of running as planned due to causes beyond The Cooperative Bank of Cape Cod’s control (including, but not limited to, insufficient number of entries, tampering or computer virus infection), the Contest cannot be conducted as originally planned, The Cooperative Bank of Cape Cod, at its sole discretion, reserves the right to cancel or modify the Contest, without liability.  If The Cooperative Bank of Cape Cod elects to cancel, it will not retain any rights to the submitted photographs.

Entrants who violate these Official Rules, tamper with the operation of the Contest, or engage in any conduct that is detrimental to The Cooperative Bank of Cape Cod, the Contest, or any other entrant (as determined in The Cooperative Bank of Cape Cod's sole discretion) are subject to disqualification.  Any person attempting to defraud or in any way tamper with this Contest (whether electronically or otherwise) and any person who does not comply with these Official Rules, will be ineligible for any prize and may be prosecuted to the full extent of the law.

**6. Issues of Law.**

(a) ALL FEDERAL, STATE, AND LOCAL TAXES RELATING TO PARTICIPATION IN THIS CONTEST OR THE AWARDING OF THE PRIZES ARE THE RESPONSIBILITY OF THE ENTRANTS.

(b) By entering into this Contest, each entrant agrees that the Contest is governed by these Official Rules and by the laws of the Commonwealth of Massachusetts.  All issues and questions concerning the construction, validity, interpretation and enforceability of the Official Rules shall be governed by and construed in accordance with Massachusetts law.

(c) If any provision of these Official Rules shall be held invalid, illegal or unenforceable, such provision shall be enforced to the maximum extent permitted by law and the parties' fundamental intentions hereunder, and the remaining provisions shall not be affected or impaired, provided, however, that in such cases the parties oblige themselves to use their best efforts to achieve the purpose of the invalid provision by a new legally valid stipulation.

(d)  This Contest is VOID where prohibited by law.

**7. Winner’s List; Rules Request.**

The sponsor of this Contest is The Cooperative Bank of Cape Cod. A copy of the winner list and/or these Official Rules may be obtained by sending a self-addressed, stamped envelope to “POSITIVELY DIFFERENT Photography Contest”, Attn: Marketing, The Cooperative Bank of Cape Cod, 25 Benjamin Franklin Way, Hyannis, MA 02601.