

Aging as Art: A Juried Photography Show

Rules, Terms, and Conditions

Council on Aging – Southern California (COASC) invites anyone who is passionate about photography to enter the Aging as Art: A Juried Photography Show. By submitting an entry, each contestant agrees to the Rules, Terms, and Conditions of the competition and states that he or she is 18 years old or older.

SECTION 1—WHO MAY ENTER

All amateur or professional photographers who are at least 18 years of age as of the date of image submission are eligible. Employees of COASC are not eligible for a prize.

SECTION 2—WHAT TO ENTER

Open to all photographic imagery that can be defined as "How do you perceive aging today?" as interpreted by the entrant. One subject in the composition must be a senior, which is broadly defined as an individual 65 and over.

Entries may originate in any format including, but not limited to digital files, digital prints, color transparencies, color prints, or black and white prints — so long as they are submitted electronically.

To be eligible for any category, a photograph must have been shot by the entrant after January 1, 2021.

Previously published material for which non-exclusive rights were granted may be entered as long as you still maintain the right to grant COASC a license (see Your Rights Section B).

For a photo in which a person is recognizable, you must secure a model release from the subject or, in the case of a minor, the subject's parent or guardian and be prepared to provide it to COASC upon request if your photo is selected. You do not need to submit it at the time of entry. <u>Model Release</u>

Photos that violate or infringe upon another person's rights, including but not limited to copyright, are ineligible.

Each submitted photograph, in its entirety, must be a single work of original material taken by the competition entrant. By entering the competition, entrant warrants that the submitted photograph(s) is an original work created solely by the entrant, that the photograph does not infringe on the copyrights, trademarks, moral rights, rights of privacy/publicity or intellectual property rights of any person or entity, and that no other party has any right, title, claim or interest in the photograph.

All photographs should accurately reflect the subject matter and the scene as it appeared. Photos that have been digitally altered beyond standard optimization (removal of dust, cropping, reasonable adjustments to exposure, color and contrast, etc.) will be disqualified. Multiple



exposures that have been combined to produce a single "High Dynamic Range" image are acceptable. Images that do not meet these requirements may or may not be judged at the sole discretion of the COASC's Panel of Jurors. (Listing of Panel of Jurors can be found at coasc.org).

There are no restrictions on eligibility regarding the location the photograph was taken. The photographs entered must not, in the sole discretion of the COASC, contain sexually explicit, nude, obscene, violent, defamatory, or otherwise objectionable content. Entries deemed inappropriate will be ineligible.

SECTION 3—HOW TO ENTER

Each photo must be submitted electronically. No mail-in entries will be accepted.

Each entry must consist of an entry form, an entry fee, and up to three images. Additional images may be submitted for \$10 per image, with a maximum 6 images per entrant. Please CAREFULLY read Section 2—WHAT TO ENTER section of this document prior to submitting your photograph(s) for this show. No refunds will be given.

Questions and inquiries about entering can be emailed to <u>rfernando@coasc.org</u>.

SECTION 3.1—REGISTRATION

Each entrant must set up an account on the competition registration site **Smarter Entry** and register for the show "2021 Aging as Art Photography Contest" An email confirmation will be sent to the email address affiliated with the entrant's account.

Follow the online instructions to upload and submit images.

To submit more than three images, an additional entry form is NOT required. Simply log into your account on the registration site and select "Buy Additional Images."

SECTION 3.2—IMAGE ONLINE SUBMISSION FORMAT

- 72 ppi resolution
- 1,280 pixels on the longest side
- sRGB or RGB color space (standard) with layers flattened
- 8 bit mode
- JPG format with compression at level 7 (at minimum)
- less than 3MB total size

If your image is selected for display at the Aging as Art show, **you will be required to submit a photographic print for display and signed model release.** Winning entrants will be sent instructions for the submission of the final print after the juried submissions are selected. **Photographic prints will not be returned.** Selected photographs will be on display at the Bowers Museum and at the Newport Beach Central Library and at the John Wayne Airport Vi Smith Concourse Gallery.

SECTION 3.3—FILE NAMING

To avoid image upload errors, you can ONLY use alphanumeric characters with a period preceding the file name.



Please INCLUDE YOUR NAME in the file name. Example: Jake Snider My Parents.jpg. DO NOT USE any punctuation or special characters such as ! @ # $% ^ & * () + ? / " ~$

SECTION 4—ENTRY DEADLINES AND FEES

Entries are accepted beginning **February 24, 2021 at 8am PST** and end on **May 31, 2021 at 5pm PST**.

All entries must be received by 5pm PST on May 31, 2021 to be eligible.

All entrants are responsible for determining the appropriate start and end times in their respective time zones.

A standard non-refundable entry fee of \$40 applies to entries of up to three photos beginning 8am PST on February 24, 2021 through 5pm PST on May 31, 2021.

SECTION 5—JUDGING

Images will be judged online based on originality, technical excellence, composition, overall impact, and artistic merit.

All decisions made by the COASC's panel of jurors are final. The COASC shall determine winner eligibility in its sole and absolute discretion.

Prize Notification

Winners will be selected from two categories, Professional and Amateur, on or about August 8, 2021, and notified by email on or about, June 11, 2021. Ten prizes will be awarded, as follows:

PRIZE PACKAGES	Professional	Amateur
Grand Prize	\$1,000	\$600
2nd Prize	\$500	\$250
3rd Prize	\$250	\$100
Two Honorable Mentions	\$100 Each	\$75 Each

SECTION 6—YOUR RIGHTS

You will retain all rights to any photograph you submit, including ownership if applicable. By submitting your image in the contest, you grant COASC a royalty-free, worldwide, perpetual, non-exclusive license to publicly display, distribute, reproduce and create derivative works for the entries, in whole or in part, in any media now existing or later developed, for any Council on Aging - Southern California purpose, including but not limited to, advertising and promotion of COASC's website, exhibition, and commercial products, including but not limited to COASC publications. The Council on Aging - Southern California will not be required to pay any additional consideration or seek any additional approval in connection with uses. For any photograph used under the terms of this agreement, COASC shall give credit to the photographer as feasible.

SECTION 7—YOUR PRIVACY



We respect your privacy. COASC will not sell, rent or exchange your e-mail address.

SECTION 8—LEGAL CONDITIONS

This competition is subject to federal, state, and local laws and regulations. Certain restrictions may apply. An entry may be voided if COASC determines the entry to not be an original, or if an entry is illegible, incomplete, damaged, irregular, altered, counterfeit, produced in error or obtained through fraud or theft.

Participants also agree:

(a) to be bound by these Official Rules;

(b) that the decisions of the COASC Panel of Jurors are final on all matters relating to the Competition; and

(c) if he/she is selected for display in the Aging As Art show, the COASC may use each winner's name, city, state, and photograph in any publicity or advertising relating to current or future competition.

All federal, state and local taxes on prizes are the sole responsibility of the prize winners. COASC, in its sole discretion, reserves the right not to award all prizes in the event that the number of submissions does not meet the minimum judging criteria.

In the event that the selected winner(s) of any prize are/is ineligible or refuses the prize, the prize will be forfeited and COASC, in its sole discretion, may choose whether to award the prize to another entrant.

COASC reserves the right to adjust any deadline(s) as the result of circumstances beyond its immediate control.

SECTION 9—THIRD PARTY RELEASES

Upon COASC's request, each entrant must be prepared to provide a signed written model release from all persons who appear in the photograph submitted.

In addition, upon COASC's request, each entrant must be prepared to provide a signed written release from the copyright owner of any sculpture, artwork or other copyrighted material that appears in the photograph entry, authorizing us to reproduce, distribute, display and create derivative works of the photograph in connection with and promotions of Aging as Art. Failure to provide such releases upon request may result in disqualification and selection of an alternate winner.

All entrants hold the Sponsors and their respective regents, directors, officers, employees, emeriti, fellows, interns, research associates, and volunteers (the "Indemnified Parties") harmless from and against all claims of any nature arising in connection with entrant's participation in the competition and acceptance or use of a prize. The Indemnified Parties are not liable for any costs, damages, injuries, or other claims incurred as a result of entrants' participation in the competition or winner's acceptance and usage of a prize. The Indemnified Parties are not responsible for incomplete or misdirected entries, technical or network malfunctions or failures, or causes beyond their control. Entrants are solely responsible for their



entries. Entrants may not submit materials that introduce any software viruses, worms or other programs designed to damage software, hardware or telecommunications equipment or are off-topic, partisan-political, contain advertising, nudity, personal attacks or expletives, or is otherwise abusive, threatening, unlawful, harassing, discriminatory, libelous, obscene, false, sexually explicit, or that infringes on the rights of any third party.

The competition is void where prohibited or restricted by law. The COASC reserves the right to cancel the competition or modify these rules at its discretion. In the event of a dispute regarding the winners, the COASC reserves the right to award or not award the prizes in its sole discretion. The COASC reserves the right to disqualify any entrant whose entry or conduct appears in any way to: inhibit the enjoyment of others; tamper with the competition; violate these rules or other applicable law or regulation; infringe on the rights of third parties; or act in an unsportsmanlike or disruptive manner. Decisions of the COASC are final and binding.

SECTION 9.1—LIMITATION OF LIABILITY

By participating, entrants agree to release, discharge and hold harmless COASC and each of its partners, affiliates, agents and its employees, directors, and representatives, including volunteers, from any claims, losses, damages, or other liabilities arising out of their participation in Aging as Art or any Competition-related activities and the acceptance and use, misuse, or possession of any prize awarded hereunder.

COASC assumes no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to competition entries or entry forms; or alteration of entries or entry forms. COASC is not responsible for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any electronic submission to be received on account of technical problems or traffic congestion on the Internet or at any website, human errors of any kind, or any combination thereof, including any injury or damage to entrants' or any other persons' computers related to or resulting from participation, uploading or downloading of any materials related to this competition.

SECTION 9.2—Dispute Resolution

If a dispute arises out of or relates to this competition, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to arbitration. If arbitration is necessary, the parties further agree to accept the arbitrator's decision as final and binding on them under applicable law. No demand for arbitration may be made after the date when the institution of legal or equitable proceedings based on such claim or dispute would be barred by the applicable statute of limitation. The mediator or arbitrator will be a qualified and experienced, impartial and independent third party agreed upon by both parties. If the parties cannot agree on a mediator or arbitrator, all parties will defer to appointment of a mediator and/or an arbitrator by an established and reputable mediation or arbitration.

SECTION 10—RIGHT TO CANCEL OR SUSPEND COMPETITION

If for any reason Aging as Art is not capable of running as planned, due to infection by computer virus, bugs, worms, trojan horses, denial of service attacks, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the COASC that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this competition, the COASC reserves the right, at its sole discretion, to disqualify any individual(s)



who tamper with the entry process, and/or to cancel, terminate, modify, or suspend the competition. If COASC elects to cancel or terminate Aging as Art, COASC will not retain any rights in the submitted photographs and will return the entry fees.

SECTION 11-NOTICE TO INDIVIDUALS: REMOVAL FROM MAILING LIST

Any individual may elect to unsubscribe from email lists. To elect to have an individual's name excluded from such communications, select "unsubscribe" from the link in the COASC email. You may also contact (714) 479-0107 to request removal.

SECTION 12—QUESTIONS

Questions and inquiries about Aging as Art can be emailed to <u>rfernando@coasc.org</u>.

IMPORTANT DATES

- May 31, 2021, 5pm PST—All entries must be received.
- **June 6, 2021**—Judging will take place and winners notified by email on or about, June 11, 2021.
- Late Summer 2021 (Dates TBA)—Selected photographs will be displayed at the Bowers Museum.
- Fall 2021 (Dates TBA)—Selected photographs will be displayed at the Newport Beach Central Library.
- September 2021–March 2022 (Dates TBA)—Selected photographs will be displayed at the Ontario International Airport.