

Contest Terms of Reference

I. Contest Sponsors

The U.S. Mission Uganda: Earth Day 2013 Photo Contest is sponsored by the U.S. Department of State and the U.S. Mission Uganda. The purpose of the contest is to raise awareness of World Earth Day and highlight U.S. Mission Uganda programs related to the environment and conservation.

II. Platform(s)

We will use Facebook to advertise the competition, to invite fans to like their favorite of the three winning photos, and to highlight the winning photo.

1. How To Enter

Take an original still photograph that highlights Uganda's natural beauty and email it to kampalasocialmedia@state.gov, along with the attached entry form. Once a photograph is submitted, it is considered a final submission and may not be modified, edited, or replaced. Individual contestants may submit no more than one photo. Participation in this contest is automatically deemed as acceptance of these Official Contest Rules. A submission must be an original photograph, digital or analog, taken by the contestant.

E-mail Registration: Send an e-mail to kampala-socialmedia@state.gov including (i) name, unless entering anonymously, (ii) country of citizenship, (iii) country of residence, (iv) e-mail address, (iv) confirmation that you are at least 18 years of age, and (v) a detailed photo caption (title, location, and 1-sentence description).

III. Content Requirements

- a. Submissions must not contain obscenity, explicit sexual material, nudity, profanity, graphic violence, calls or incitement to violence, commercial solicitation or commercial promotion. Submissions must conform to local laws and must not contain content or images that could be considered abusive, inflammatory, denigrating, or disrespectful to any of the Contest Sponsors, or to any groups, individuals or institutions. Submissions must adhere both in appearance and in fact to the norms of civil discourse. In other words, the content of all Submissions must be suitable for a global, public audience.

- b. Submissions must be original content created by the Contestant and must not contain any elements that are protected by someone else’s copyright or otherwise subject to third party intellectual property or proprietary rights, including privacy and publicity rights (except as expressly permitted below in (d)). Contest Sponsors recognize no allowance for “fair use” of copyrighted material, nor do Contest Sponsors recognize allowance for use of licensed materials created or owned by a third party.
- c. The Contest Sponsors reserve the right to disqualify, at their sole and absolute discretion, any submission that does not adhere to these criteria and to the intent and substance of these Official Contest Rules.
- d. By submitting a photo to the contest, the Contestant affirms that he or she has obtained written consent from all individuals whose image or likeness appears in the photo (or from the individuals’ parent/legal guardian if any such individuals are considered a minor in their country of residence), and that he or she has obtained the necessary rights, licenses, consents, and permissions to use all material such as music, images, text and other content in the submission. The Contestant further affirms that he or she is prepared to provide reliable documentation of any and all such consents, licenses, etc., upon request. Failure to obtain such rights, license consents, and permissions may result in the disqualification of the Photo Submission at the Contest Sponsors' sole and absolute discretion.
- e. **Technical Format Requirements**
Photo submissions should not have any visible watermarks, signatures, or personally identifiable information.
- f. **Retouching of Photos:** The submitted photograph cannot be significantly retouched: nothing in the photograph(s) (people, animals, scenery, objects, etc.) may be altered, removed, augmented or rearranged. Cropping is permitted, as is modest darkening or lightening of parts of the image.
- g. In the event of any question or difference of view regarding compliance with, interpretation, or application of these Content requirements or other provisions of these Official Contest Rules, the Contest Sponsors reserve the exclusive right to resolve such questions or differences of view in their sole discretion.

IV. Eligibility

- a. Contestants must be at least 13 years old on the date of entry into the contest. Parental consent is required for minors under the age of 18. Contestants must be citizens of Uganda and may not be U.S. citizens or lawful permanent residents.

- b. The contest commences at 9:00 PM GMT (12:00 AM East Africa Time) on April 2, 2013. Photos may be submitted after 9:00 PM GMT (12:00 AM East Africa Time) on April 2, 2013, and must be received by 8:59 PM GMT (11:59 PM East Africa Time) on April 17, 2013. Judging by Public Affairs Staff begins on April 18, 2013, at 4:30 AM GMT (7:30 AM East Africa Time) and ends on April 21, 2013, at 2:00 PM GMT (5:00 PM East Africa Time).
- c. The individual submitting the photo will be considered the Contestant and will be the only individual eligible to compete for the prize. Organizations are not eligible to compete for the prize, either as an entity, or through representation by an individual. In order to be eligible for the prize, the Contestant must provide complete and accurate information.
- d. The following individuals are not eligible to participate in the contest: Employees, directors, and officers of: the Contest Sponsor, the Platform(s), the U.S Government, or contractors of the U.S. Government; or distribution agencies, web design agencies, advertising agencies, fulfillment agencies, as well as judging and Contest agencies involved in the administration, development, fulfillment, and execution of this Contest, and the immediate family members (defined as spouse, recognized partner, parent, child, sibling, and spouse or "step" of each) and those living in the same households of each such individual.
- e. Once a photo submission has been accepted for entry into the contest, the contestants' Facebook name and country may be publicly identified at the sole discretion of the Contestant.

V. **Selection of Winners**

a. **Judging Criteria**

All photos will be pre-screened by the Contest Sponsor(s) to ensure compliance with these Official Contest Rules and Terms of Service of Facebook. The Contest Sponsor(s) reserve(s) the right in their sole and absolute discretion to verify in the final analysis whether a potential finalist or potential winning photo submission has fully complied with these Official Contest Rules before posting to the contest site, awarding prize, recognizing as winner, etc. The judges are members of the U.S. Mission Uganda Public Affairs Staff, who will judge the entries based on creativity, emotional impact, and relevance to the contest theme.

b. **Finalists**

The U.S. Mission Uganda Public Affairs Staff will select three winners. Each winner will be required to sign and return to the Contest Sponsors an affidavit of eligibility and

liability/publicity release, provide a short biography (where applicable), and a brief statement about the submission; otherwise they will be ineligible to compete for the prize. The inability of Contest Sponsors to contact a potential winner may result in disqualification and/or selection of an alternate winner from among all remaining eligible submissions.

- c. Contest sponsors will announce the three winners on Facebook on April 22, 2013. All contestants have the right to not have their personally identifiable information published or broadcast.

VI. Prize

- a. The three winners will receive an invitation to have coffee with Ambassador Scott H. DeLisi at the U.S. Mission Uganda in late May 2013
- b. Upon notification of selection, potential winners must submit the following information in order to be eligible for the prize: full legal name, date of birth, country of origin, national ID number, passport number, passport expiration date, home address, home telephone number (where applicable), and email address. Winners must obtain a valid visa and/or passport to receive the prize. Winners under the age of 18, or otherwise considered to be minors in the host country, must also submit evidence of parental or guardian permission. All personally identifiable information collected in the course of this contest will be disposed of in accordance with the appropriate records management destruction schedule.
- c. Contest Sponsors are not liable in the event that any portion of the Contest is cancelled due to weather, fire, strike, acts of war or terrorism, or any other reason.

VII. Liability and Rights

- a. The contest sponsors do not necessarily endorse any submitted photo, messages or advice expressed therein, and the Contest Sponsors expressly disclaim any and all liability in connection with the submitted photos, including disputes between collaborators related to a Submission.
- b. The Contest and its sponsors do not permit copyright infringing activities or infringement of any other intellectual property rights, and Contest Sponsors reserve the right to remove and disqualify any submission they deem to be in violation of another party's copyright or other intellectual property rights.
- c. Contestants retain sole ownership of their original work. The submission remains the intellectual property of the contestant, and the Contest sponsors and U.S. Government make no claim of copyright as to the work of any individual who enters the contest. You specifically agree to give the Contest Sponsor permission to use all content you

submit for purposes of judging the contest. Finalists will be required to grant Contest Sponsors, with proper attribution through whatever means they deem appropriate, a worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of, and/or display the photo submission, in any media formats and through any media channels in perpetuity in connection with the activities and operations of the Contest.

- d. The Contestant assumes sole responsibility for the contest submission and the material contained in it, and also for the consequences of submitting or posting it.
- e. The Contest Sponsors reserve the right at any time, to verify the validity of entries and of Contestants and to disqualify any Contestant or entry deemed not in compliance or any entry deemed not in accordance with these Official Contest Rules. The Contest Sponsors also reserve the right to request further documentation, at their sole and absolute discretion, to verify eligibility and compliance with these Official Contest Rules. If a prize or any portion thereof, is unavailable, the Contest Sponsors, in their sole discretion, reserve the right to substitute the prize with another prize of equal or greater value and/or specification.
- f. If this Contest is interfered or tampered with in any way by a Contestant, or a person acting on the Contestant's behalf, or, if, as a consequence of such interference, the Contest is not capable of being reasonably conducted in the manner anticipated by the Contest Sponsors, the Sponsors reserve the right, in their sole discretion and to the fullest extent permitted by law to disqualify any interfering Contestant and/or modify, suspend, terminate or cancel the Contest.
- g. In addition, the Contest sponsors reserve the right, at any time and in their sole discretion, to disqualify and/or deem ineligible any individual who they reasonably believe (a) has violated the Official Contest Rules; (b) has violated the terms of use of Facebook; (c) is acting in a bad faith, or in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.
- h. Contest Sponsors reserve the right to modify, suspend, terminate or cancel the Contest at their discretion for any reason.
- i. The Contestant agrees to defend, indemnify and hold harmless the Contest Sponsors and Facebook, their parent, subsidiary and affiliated companies, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from (a) your use and access to Facebook in connection with the Contest; (b) your violation of these Official Contest Rules or Facebook Terms of Service; (c) your violation of any third party right, including without limitation any copyright, trademark, intellectual property, privacy, publicity, or other proprietary

- right in connection with the Contest; or (d) any claim that your Contest Submission(s) caused harm to a third party. This defense and indemnification obligation will survive indefinitely beyond the conclusion of the Contest and your use of the Contest and [platform] sites.
- j. The conduct, judging, and awarding of prizes will be carried out in full compliance with applicable U.S. law and host country law.
 - k. Contest sponsors and the U.S. Government will take reasonable measures to protect privacy data, personally identifiable information, and other sensitive data, but cannot be liable for its full protection. Identifying information provided by contestants will be managed and stored by the U.S. Mission Uganda and will be destroyed at the close of the competition.
 - l. Neither Contest Sponsor nor Facebook is liable for any disputes between collaborators related to a contest submission.
 - m. At their sole discretion, Contest Sponsors may contact Contestants to propose collaboration on additional projects.

VIII. Limitations of Liability and Release

- a. Contest Sponsors assume no liability or responsibility for any loss or harm resulting from any user's participation in or attempt to participate in the Contest or ability or inability to upload, download, or otherwise access any information in connection with participating in the Contest. Contest Sponsors assume no responsibility or liability for technical problems, or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Contest: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity, or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any email transmissions to be sent or received; lost, late, delayed or intercepted email transmissions; inaccessibility of the Contest site in whole or in part for any reason; traffic congestion on the Internet or the Contest site; unauthorized human or non-human intervention of the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Contest, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Contest.
- b. Contest Sponsors are not responsible for any typographical errors in the announcement of prizes or these Official Contest Rules, or any inaccurate or incorrect data contained on the contest site. Use of Contest site is at user's own risk. Contest Sponsors are not

responsible for any personal injury, property damage, or losses of any kind which may be sustained to user's or another person's computer equipment resulting from participation in the Contest, use of the Contest site or the downloading of information from the Contest site. By participating in the Contest, the Contestant releases Contest Sponsors from any and all claims, damages or liabilities arising from or relating to such Contestant's participation in the Contest.