



SIXTH ANNUAL

photo contest

O F F I C I A L R U L E S

To Enter

Email your photo to
contest@wrightsvillebeachmagazine.com

The subject line of the email *must* include:

- ▶ name of photographer
- ▶ photo title

The body of the email *must* include:

- ▶ photographer's name
- ▶ photograph title
- ▶ description in 1-3 sentences of what is happening, if it is an unusual scene, why you took the photograph, etc.
- ▶ physical address
- ▶ email address
- ▶ occupation and place of employment
- ▶ date taken
- ▶ category
- ▶ indicate if submission is full-size original or reduced-size file

Limit 3 entries per person.

- ▶ **ALL ENTRIES MUST BE RECEIVED BY 11:59 p.m. EST on January 5, 2024.**
- ▶ **By submitting an entry, each entrant agrees to the Official Rules** and warrants that his or her entry complies with all requirements set out in the Official Rules.
- ▶ **This is a skill-based contest** and chance plays no part in the determination of winners.
- ▶ **Photographs should depict the Cape Fear region**, including but not limited to the people, places and wildlife of the North Carolina coastal area.
- ▶ **Manipulated photographs** (colorized, posterized, solarized, etc.) may be submitted if the photographer briefly describes the changes or procedure. The original photograph must have been taken by the submitter.
- ▶ **Winning vertical-format photographs may be used as WBM cover art.** If a horizontal format photograph is a winner, the editors of WBM, at their sole discretion, may have to crop some of the scene to fit on the cover. Minimum height for vertical images is 11.5 inches tall, at 300 dpi. Minimum width on horizontal images is 25 inches at 300 dpi.
- ▶ **Photographs must have been taken between Jan. 1, 2023 and Dec. 31, 2023.** Photographs can be full color, black and white, sepia, or colorized. Submissions are limited to three photographs per person.

Submission requirements

Classifications

Amateur or Professional

Categories

Landscape, People, Wildlife

Format

jpeg, tiff or bmp

Size

Full size as created in your camera

The competition is open to all except Wrightsville Beach Magazine employees and independent contractors and their immediate families.

Prizes

Grand Prize

A one-year annual subscription to Wrightsville Beach Magazine in addition to your photo being showcased in the March 2024 issue.

Category Winners

Category winners will be showcased in our March 2024 issue.

- ▶ **Please send the full-size file as created in your camera** (note: minimum camera resolution of 3 megapixels to allow for sufficient printing quality for cover art). Reduced-size files (800x600 pixels minimum) can be submitted; winners will have to send the full-size file later. Convert RAW files to JPEG or TIFF files.
- ▶ **Each participant may submit up to three (3) photographs total.** Photographers may submit all entries in a single category or select different categories as long as the total does not exceed three photographs.
- ▶ **Photographs must be in digital format.** Prints or transparencies of any size will not be accepted.
- ▶ **Photographs that include sculptures, statues, paintings, and other works of art will be accepted** provided they do not constitute copyright infringement or fraud. Entrants must be prepared to provide a release form as described below in "Release."
- ▶ **The photograph, in its entirety, must be a single work of original material taken by the Contest entrant.** By entering the Contest, entrant represents, acknowledges, and warrants that the submitted photograph 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.
- ▶ **The photograph must not contain obscene, provocative, defamatory, sexually explicit, or otherwise objectionable or inappropriate content**, in the sole and unfettered discretion of WBM.
- ▶ **The caption must be complete and accurate**, sufficient to convey the circumstances in which the photograph was taken. Disguising or misrepresenting the origin of the content is cause for disqualification.
- ▶ **Watermarked images will not be accepted.**

OFFICIAL RULES

LEGAL CONDITIONS

By entering the contest, photographers agree to the following entry rules and conditions.

Your entry in the contest constitutes your agreement to allow your photographs and your name, occupation, city and state of residence to be published as a selected award winner in Wrightsville Beach Magazine, used on websites owned by SOZO8, Inc. dba Wrightsville Beach Magazine (WBM) or otherwise displayed or published in association with WBM and its activities. Wrightsville Beach Magazine retains permission in perpetuity for future use of the photographs in any and all WBM publications, materials, or activities.

Your entry in the contest also constitutes your agreement that your name, likeness, city, and winning photograph(s) may be used by WBM for promotional and publication purposes without compensation.

Participant warrants that his or her entry materials are original, do not infringe on any third party's rights, and that the participant has obtained any and all necessary permissions and releases from any third party if such third party appears in the photograph. Permission may not be needed for persons depicted in photographs taken in public settings such as crowded beaches where the purpose of the photograph is to show the overall setting or the environment.

WBM reserves the right, at its sole discretion, to disqualify any entry, and/or to not name winners in any category where photos of sufficient quality or quantity have not been received.

WBM reserves the right to alter the photographs submitted as it sees fit.

By entering, participants release and hold harmless WBM and its officers, contractors, attorneys, agents and representatives from any and all liability for any injuries, loss, claim, action, demand or damage of any kind arising from or in connection with the contest or any prize won, or any use of the entry materials by WBM.

WBM is not responsible for any incorrect or inaccurate information by any technical or human error that may occur in the processing of submissions to WBM, including but not limited to any misprints or typographical errors.

WBM reserves the right at its sole discretion to cancel, terminate, modify, extend or suspend the contest.

WBM will not share or sell personal information to any party, and winners' full addresses will not be printed.

All decisions by the judges will be final and binding. Editors and officers of WBM will serve as the review and judging committee.

RELEASES

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 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 exhibition and use of the photograph in the manner set forth in these Official Rules. If any person appearing in any photograph is under the age of majority in their state/province/territory of residence the signature of a parent or legal guardian is required on each release.

Upon WBM's request, each entrant must be prepared to provide (within seven (7) calendar days of receipt of request) a signed release from all persons who appear in the photograph submitted, and/or from the owner of any material that appears in the photograph entry, authorizing WBM and its licensees ("Authorized Parties") to reproduce, distribute, display, and create derivative works of the entry in connection with the Contest and promotion of the Contest, in any media now or hereafter known. Failure to provide such releases upon request may result in disqualification at any time during the Contest and selection of an alternate winner.

Similarly, upon WBM's request, each entrant must be prepared to provide (within seven (7) calendar days of receipt of Sponsor's request) a signed written license from the copyright owner of any sculpture, artwork, or other copyrighted material that appears in the photograph entry, authorizing any Authorized Party to reproduce, distribute, display, and create derivative works of the entry in connection with the Contest and promotion of the Contest, in any media now or hereafter known. Failure to provide such releases upon request may result in disqualification and selection of an alternate winner.

Finally, upon WBM's request, each entrant must be prepared to provide (within seven (7) calendar days of receipt of request) a signed written license from the owner of any private property included in the photograph entry, authorizing any Authorized Party to reproduce, distribute, display, and create derivative works of the entry in connection with the Contest and promotion of the Contest, in any media now or hereafter known. Failure to provide such releases upon request may result in disqualification and selection of an alternate winner.

LICENSE

By entering the Contest, all entrants grant an irrevocable, perpetual, non-exclusive license to SOZO8, Inc. dba Wrightsville Beach Magazine to reproduce, distribute, display and create derivative works of the entries (along with a name credit) in connection with the Contest and promotion of the Contest, in any media now or hereafter known, for no compensation, including, but not limited

to: display at a potential exhibition of winners; publication of a book featuring select entries in the Contest; publication in WBM or online highlighting entries or winners of the Contest; and offering as downloadable wallpaper to users of the Contest website (the "License"). Entrants consent to WBM doing or omitting to do any act that would otherwise infringe the entrant's "moral rights" in their entries. Display or publication of any entry on an Authorized Party's website does not indicate the entrant will be selected as a winner. Authorized Parties will not be required to seek any additional approval in connection with such use as authorized by the License. Additionally, by entering, each entrant grants to WBM the unrestricted right to use all statements made in connection with the Contest, and pictures or likenesses of Contest entrants, or choose not to do so, at their sole discretion, except where prohibited by law. WBM will not be required to pay any consideration or seek any additional approval in connection with such use.

LIMITATION OF LIABILITY

By entering this Contest, all entrants agree to release, discharge, and hold harmless WBM and its partners, affiliates, subsidiaries, advertising agencies, agents and their employees, officers, directors, and representatives from any claims, losses, and damages arising out of their participation in this Contest or any Contest-related activities and the acceptance and use, misuse, or possession of any prize awarded hereunder.

WBM 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 Contest entries or entry forms; or alteration of entries or entry forms. Sponsor 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 entry 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 in this Contest.

CONDITIONS

Entrants agree that this Contest shall be subject to and governed by the laws of the State of North Carolina and the forum for any dispute shall be in New Hanover County, North Carolina. To the extent permitted by law, the right to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Contest are hereby excluded and any entrant expressly waives any and all such rights. Certain restrictions may apply. Entries are void if Sponsor determines the photograph to not be an original, or if the entries are incomplete, inaccessible or blocked, corrupted, damaged, irregular, altered, counterfeit, produced in error or obtained through fraud or theft.

By entering, entrants also agree (a) to be bound by these Official Rules; (b) that the decisions of the Judges are final and binding with respect to all matters relating to the Contest; and (c) if the entrant wins that WBM may use the winning photographs and each winner's name in any publicity or advertising relating to the competition or future promotions without compensation or approval.

All federal, state/provincial/territorial, and local taxes, fees and surcharges and taxes (whether foreign or domestic, and including income, sales, and import taxes) on prizes are the sole responsibility of the prize winners. Prize winners will be issued an IRS Form W-9 with the Affidavit, and a subsequent IRS Form 1099. In the event that the selected winner(s) of any prize is/are ineligible, cannot be traced or does/do not respond within ten (10) days to a winner notification as required by the "Contest Prizes" rules above, or refuses the prize, the prize will be forfeited and Sponsor, in its sole discretion, may choose whether to award the prize to another entrant.

WBM reserves the right to verify the validity and originality of any entry and/or entrant (including an entrant's identity and address) and to disqualify any entrant who submits an entry that is not in accordance with these Official Rules or who tampers with the entry process. Failure by WBM to enforce any of its rights at any stage does not constitute a waiver of those rights.

RIGHT TO CANCEL OR SUSPEND CONTEST

If for any reason the Contest 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 Sponsor that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, WBM 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.

WINNERS LIST

Winners' names will be available online at www.wrightsvillebeachmagazine.com by March 1, 2024.