

Official rules and regulations: *AJPH's* 2018 Photo Contest

TO ENTER, YOU MUST READ AND AGREE TO THE OFFICIAL RULES BELOW:

**1. ELIGIBILITY: Open to everyone with an Instagram account.**

**2. SCHEDULE:** You may submit a photo between Thursday, March 1, and Sunday, April 8, until midnight EST.

**3. TERMS OF SUBMISSION:** As conditions of entry into this contest, and by providing a photo, each entrant ("you") will agree to abide by the rules of submission:

- You as the entrant warrant and represent that your submission(s): (a) are original to the entrant and have been legally obtained and created; (b) do not infringe the intellectual property, privacy or publicity rights or any other legal or moral rights of any third party, or violate applicable laws or regulations; (c) have not been submitted to, entered in or won previous contests or awards; and (d) have not been published previously by any third parties. By submitting a photo, you as the entrant warrant that you are the legal owner of the photo and have authority to enter it in the contest. Photos taken by and/or purchased from professional photography studios or professional photographers are not eligible for submission.
- As the entrant, you irrevocably grant to *AJPH* and its legal representatives, agents and licensees the unconditional, uncompensated perpetual right and permission to delete, destroy, reproduce, encode, store, copy, transmit, publish, post, broadcast, display, adapt, alter, modify, combine, create derivative works of, exhibit and/or otherwise use or reuse the entrant's photo, name, image, statements, biographical material and submission, including, but not limited to, any of the above items, as well as any additional photographic images, portraits, interviews or other materials relating to the entrant and arising out of her/his participation in this contest (with or without using the entrant's name) (collectively, the "additional materials") in any media, without limitation, and without additional review, compensation or approval from the entrant or any other party. The winner must [complete this agreement](#), which grants *AJPH* the right to use the image in the print Journal, in the electronic Journal, and in any subsequent reprints of the article in which it appears. If the winning image contains human subjects, the photographer must submit model consent forms. The winning image may also be used for the

promotional purposes of *AJPH* and/or APHA. Notwithstanding the above, you may hold yourself out in your personal publications and social media as an entrant or winner, if applicable, and refer third parties to your submission if *AJPH* or APHA should, at their sole discretion, publish it.

You forever waive any rights of privacy, intellectual property rights, and any other legal or moral rights that may preclude *AJPH*'s or APHA's use of the entrant's submission, or require the entrant's permission for *AJPH* or APHA to use them for any purpose, and agrees to never sue or assert any claim against *AJPH*'s or APHA's use of materials; and

- You agree to indemnify and hold *AJPH* and its respective affiliates, officers, directors, agents, and any employees, harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted by any third party against any of the Indemnities due to or arising out of the entrant's entry materials or additional materials, or the entrant's conduct during and in connection with this contest. Winner will be required, and with the act of submission of the work in the contest promises, to complete a copyright assignment or registration form for the exclusive benefit of the *AJPH* or its designee.

#### **4. SUBMISSION REQUIREMENTS AND INSTRUCTIONS:**

Professional/commercial photos are prohibited. Photos may not be electronically altered through programs such as Photoshop. Photographers must maintain the safety of themselves and others when taking photos. You assume the unlimited responsibility for the successful electronic transmission of your work to the contest and waive any right or claim against *AJPH* in the event of a failure of technical systems, whether you, *AJPH* or a third party may be responsible for such a failure. Once you submit your photo electronically, your submission is final and may not be modified or edited further. *AJPH* may, at its sole discretion, remove, delete and/or disqualify submissions deemed to be inappropriate or otherwise non-compliant, and *AJPH* may delete, in its discretion, all submissions received after end of the submission period, without notice to you.

All submissions will be reviewed for content before being published or judged; however, such review does not relieve entrant from responsibility for compliance with the terms of use and these official rules. Submissions that do not comply with the terms of use or these official rules or that otherwise contain prohibited, or inappropriate content as determined by the sponsor, at its sole discretion, will be disqualified and will not be considered. The *AJPH* Media Think Tank group makes the final determination as to which submissions are

eligible to take part in this contest.

Photos must be submitted via Instagram using the hashtag #AJPPhotoContest, #APHA, #NPHW, #AFutureTogether and tagging @AMJpublichealth in the caption of your photo. Photos submitted must be related to the AJPH Public Health Week special theme, "Changing Our Future Together".

#### **5. SUBMISSION LIMITS:**

Each entrant may submit up to three photos.

#### **6. SELECTION OF WINNERS:**

The photos will be judged for quality, applicability to preparedness and general appeal. A committee from *AJPH's* Media Think Tank group will pick the winning photo in its discretion. There will only be one winner chosen. The winner will be announced in April on the APHA's Instagram.

#### **7. WINNING PHOTOS:**

The winning photo will be published in an upcoming issue of *AJPH*, under the section "Images of Health". There are no other prizes. Winning photos and names may be posted on the APHA website or in other APHA and *AJPH* venues or media, including social media.

#### **7. DISCLOSURES:**

- (a) This contest is not a lottery and void where prohibited by law.
- (b) No purchase necessary to win or participate.
- (c) Entry procedures are limited to the above.
- (d) Limits on entries as stated above.
- (e) Closing date for entries as stated above.
- (f) Winner determination, publication and notification as stated above.
- (g) Winning has no monetary value.
- (h) There can be only one winner.

- (i) Odds of winning are unknown and depend on the unpredictable number of entries from approximately 700 million Instagram users.
- (j) Winner determined as stated above.
- (k) Applicable law determined by location of *AJPH*, place of submission and selection of winner: District of Columbia.
- (l) Eligibility requirements as stated above.
- (m) Winner requirements: As stated above, mainly assignment of all intellectual property rights in the winning submission to *AJPH*, for the benefit of *AJPH* and APHA.
- (n) Identification of the sponsor: American Journal of Public Health, a publication of the American Public Health Association. 800 I Street NW, Washington, DC 20001-3710.
- (o) Availability of winners list: None as there will be a single winner whom *AJPH* will announce as stated above.
- (p) *AJPH* and APHA are not affiliated with Instagram, and neither the contest on Instagram nor the submission and related publication imply an endorsement by Instagram of the contest. *AJPH* and APHA respect Instagram's rights to its platform, name, trademarks and other property.
- (q) *AJPH* may withdraw, close or terminate the contest at any time for any reasonable cause without notice or liability to actual or intending entrants.