2019 Scenic Pittsburgh  
#ScenicFail PHOTO CONTEST

LEGAL CONDITIONS
By entering Scenic Pittsburgh’s 2019 #ScenicFail Photo Contest, participants agree to indemnify, defend and hold harmless Scenic Pittsburgh, its respective subsidiaries, affiliates, directors, officers, employees, attorneys, agents and representatives, from any and all third party liability for any injuries, loss, claim, action, demand or damage of any kind arising from or in connection with the Contest (collectively, "Losses"), including without limitation any third party claim for copyright infringement or a violation of an individual’s right to privacy and/or publicity right. The Contest is void where prohibited by law.

Each Photo Contest participant ("Participant") is responsible for ensuring that he or she has the right to submit photos to the Contest per these rules.

PHOTOGRAPHER RIGHTS: Each photographer retains all rights to any photographs submitted -- including ownership, if applicable -- other than those rights licensed in the next sentence:
By entering the Scenic Pittsburgh #ScenicFail Photo Contest, you hereby grant to Scenic Pittsburgh the following: (i) a non-exclusive, irrevocable, royalty-free license to reproduce, distribute, and publicly display the photographs you submit to Scenic Pittsburgh, and (ii) the right to use your name, city, state and country of residence in promotions and other publications.

All photographs in media publications will be credited with the caption "Photo Name by Photographer Name – Courtesy of Scenic Pittsburgh" whenever used. All photographs used on social media (Facebook, Instagram, Twitter) will be credited with the photographer's name. Scenic Pittsburgh has final approval of any language that appears on its website with any of the photos. The Photo Contest is not open to the Board members and staff of Scenic Pittsburgh.

The Participant agrees that any and all disputes that cannot be resolved with Scenic Pittsburgh, and causes of action arising out of or connected with this Contest, shall be resolved individually, without resorting to any form of class action, before a court of competent jurisdiction located in Pittsburgh, PA, which court shall apply the laws of the Commonwealth of Pennsylvania without regard for rules of conflicts of law. In any such dispute, Participant shall not be entitled to any punitive, special, indirect, incidental or consequential damages, including without limitation attorneys' fees, or any damages other than Participant's actual out-of-pocket expenses (if any) associated with participating in the Contest. You hereby waive any rights to have damages multiplied or increased. The Contest and Scenic Pittsburgh’s website are provided "as is" without warranty of any kind, either express or implied.

Scenic Pittsburgh is not responsible for any incorrect or inaccurate information, whether caused by website users or by any equipment or programming associated with or utilized in the Photo
Contest, or by any technical or human error that may occur in the processing of submissions to the Photo Contest, including but not limited to any misprints or typographical errors. Scenic Pittsburgh assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Scenic Pittsburgh is not responsible for any problems or technical malfunction of any telephone network or lines, computer equipment, servers, providers, computer on-line systems, software, or failure of email on account of technical problems or traffic congestion on the Internet or at any website, including injury or damage to participant's or to any other person's computer related to or resulting from participating or uploading images or information in the Photo Contest.

If, for any reason, the Photo Contest is not capable of completion as planned, including but not limited to, any reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of Scenic Pittsburgh that corrupt or affect the administration, security, fairness, integrity or proper conduct of the Photo Contest, Scenic Pittsburgh reserves the right at their sole discretion to cancel, terminate, modify or suspend the Photo Contest.