

# Love your Pappou & Yiayia Photo Contest Rules

## SPONSOR

Cosmos Philly Inc., P.O. BOX 1336 Media, PA 19063  
Greek American Heritage Society of Philadelphia, P.O. Box 103, Broomall, PA 19008-0103

## TERM

The Love your Papou & Yiayia Photo Contest begins June 6, 2013 at 9:00:00 a.m. US Eastern Time and ends December 31, 2013, 11:59:00 p.m. US Eastern Time. Information on how to enter and prizes form part of these official rules. 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.

## WHO MAY ENTER

Contest is open only to individuals who are of Greek descent.

## HOW TO ENTER

Each entry consists of an entry form and a single image with a text description.

Photographs must be in digital format. Only online entries will be eligible. No print or film submissions will be accepted for entry into this Contest. The photograph need not be taken with a digital camera; scans of negatives, transparencies, or photographic prints are acceptable when submitted in a digital form. All digital files must be 5 megabytes or smaller, must be in JPEG or JPG format, and must be at a maximum size of 4000 × 3000 pixels.

The photograph, in its entirety, must be a single work either in color or black and white submitted by the contestant. 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. Watermarks are not acceptable. If Sponsor does not receive a non-watermarked version of the entry within ten (10) days following its request, the entry will be disqualified.

## 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 without additional compensation. 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.

## CONTEST PRIZES

The First Place winner will receive an Apple iPad. The Second Place winner will receive an Apple iPad mini. The Third Place winner will receive an Apple iPod touch. The Prizes are non-transferable and no cash alternative is available. No prize transfer, assignment, or substitution by winners permitted. If a prize (or part of a prize) is unavailable, the Sponsor, in its discretion, reserves the right to substitute the original prize (or that part of the prize) with an alternative prize to the equal monetary value and/or specification, unless to do so would be prohibited by law.

## JUDGING

Contest consists of two (2) rounds of evaluation. In Round One, the judges will select three (3) entries from among all eligible entries based on the following criteria ("Judging Criteria"): (1) Creativity; (2) Photographic quality; (3) genuineness and authenticity of the written content. In Round Two, the judges will select the First Place, Second Place and Third Place winner. In the event of a tie, the tied entries will be re-submitted to the Judges for a re-judging between the tied entries alone. In the event that a tie remains after re-judging, the entry with the highest score in the creativity criteria will be declared the winner. Winners will be chosen on or around January 15, 2014, and notified by email. Decisions of the judges are final and binding.

## LICENSE

By entering the Contest, all entrants grant an irrevocable, perpetual, worldwide non-exclusive license to Authorized Parties, 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. Entrants consent to the Sponsor 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 pay any additional consideration or seek any additional approval in connection with such use. Additionally, by entering, each entrant grants to Authorized Parties 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. Authorized Parties will not be required to pay any additional 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 Cosmos Philly Inc. and the Greek American Heritage Society of Philadelphia and their 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.

Cosmos Philly Inc. and the Greek American Society of Philadelphia 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. Cosmos Philly Inc. and the Greek American Society of Philadelphia are 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 email 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**

THIS CONTEST IS VOID WHERE PROHIBITED. Entrants agree that this Contest shall be subject to and governed by the laws of the State of Philadelphia and the forum for any dispute shall be in Philadelphia, Pennsylvania, United States of America. 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 on connection with this Contest are hereby excluded and any entrant expressly waives any and all such rights. Certain restrictions may apply. Entries void if the Sponsor determines the photograph to not be an original, or if the entries are illegible, incomplete, 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 Sponsor may use the winning photographs and each winner's name, photograph, likeness, and/or voice in any publicity or advertising relating to the Contest or future promotions without compensation or approval (except where prohibited by law). 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. 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.

The Sponsor 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 the Sponsor 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, Cosmos Philly Inc. and the Greek American Society of Philadelphia reserve the right, at their sole discretion, to disqualify any individual(s) who tamper with the entry process, and/or to cancel, terminate, modify, or suspend the Contest. If Sponsor elects to cancel or terminate the Contest, Sponsor will not retain any rights in the submitted photographs, and will return the fees submitted with each entry.

## **WINNERS LIST**

Entrants are responsible for complying with these Official Rules. Winners' names will be available online at [www.cosmosphilly.com](http://www.cosmosphilly.com) and [www.gahsp.org](http://www.gahsp.org) after January 15, 2014.

## **DATA PRIVACY**

Entrants agree that personal data, especially name and address, may be processed, shared, and otherwise used for the purposes and within the context of the Contest and any other purposes outlined in these Official Rules. The data may also be used by the Sponsor in order to verify the participant's identity, postal address, and telephone number or to otherwise verify the participant's eligibility to participate in the Contest. Participants have the right to access, review, rectify, or cancel any personal data held by Sponsor by writing to Cosmos Philly Inc., P.O. BOX 1336 Media, PA 19063, and the Greek American Heritage Society of Philadelphia, P.O. Box 103, Broomall, PA 19008-0103. Personal data will be used by Sponsor and its affiliates exclusively for the purposes stated herein.