

## **TERMS AND CONDITIONS**

In submitting the attached photo(s) (PHOTO) to the City of Wausau (CITY), I/we (PHOTOGRAPHER) hereby warrant and agree to the following:

- The PHOTO is the result of PHOTOGRAPHER'S sole artistic efforts unless otherwise stated above as a collaboration.
- PHOTOGRAPHER certifies that the PHOTO has not been copied from any outside source.
- PHOTOGRAPHER warrants to CITY that he/she owns the content of and intellectual property rights to the PHOTO.
- If PHOTOGRAPHER'S PHOTO contains an image of an identifiable person, PHOTOGRAPHER must submit a written consent form authorizing that person's image to be used in accordance with the terms of this contest.
- The PHOTO is unique and original and does not infringe upon any other party's intellectual property rights.
- PHOTOGRAPHER grants to CITY a non-exclusive, irrevocable, royalty-free non-exclusive worldwide license to reproduce, to distribute, and/or to display two- or three-dimensional reproductions of the PHOTO and any revised or derivative works incorporating all or part of the PHOTO in any manner whatsoever relating to any CITY publication or event, including, without limitation, public display as well as reproduction for CITY purposes, such as print ads, postcards, posters, brochures, applications, television programs, merchandise, and all forms of electronic media and programs, including the CITY's website or any authorized mobile application(s) associated with CITY business activities.
- PHOTOGRAPHER grants to CITY authority to distribute and/or share PHOTO with Wausau River District, Inc.
- The CITY may elect to include attribution, but is not obligated to, including PHOTOGRAPHER's name as provided to the CITY, on the document or item where the photo is used, or in media associated with the particular use of the PHOTO, unless PHOTOGRAPHER has indicated a desire that such attribution not be included (it should be noted, however, that even if PHOTOGRAPHER indicates a desire to not display such attribution publicly, PHOTOGRAPHER's name may be released to the public, upon request, as appropriate pursuant to the Wisconsin Public Records Law).

- The CITY may alter images of the PHOTO as necessary to fit into reduced or enlarged format sizes, or for other purposes as necessary.
- The CITY may use the PHOTO on CITY merchandise and commercial items, such as a calendar, which may be sold for fundraising purposes. CITY may also use the photograph on the Internet, in social media and other electronic media in support of its mission.
- CITY may indefinitely retain a digital copy of your photograph that will be archived in the CITY's photo library, which is accessible to CITY staff via the CITY's internal digital photo archive.
- If a minor is a subject in the PHOTO, PHOTOGRAPHER represents that they are the parent or legal guardian of the child and grants permission for the CITY to publish said PHOTO. If a minor is creator of the PHOTO, PHOTOGRAPHER represents that they are the parent or legal guardian of the child and grants permission for the CITY to utilize said PHOTO pursuant to the terms and conditions described above.
- PHOTOGRAPHER agrees to release CITY, its agents, officials, employees, and volunteers from and against all liability, including copyright or intellectual property infringement claims or causes of action, arising out of this Agreement and claims arising from PHOTOGRAPHER's submission of this photograph. PHOTOGRAPHER agrees to defend (with counsel satisfactory to CITY), indemnify and hold CITY harmless and free from all liability, whether caused by negligence or otherwise, arising out of PHOTOGRAPHER's submission of this photograph to the City of Wausau. PHOTOGRAPHER agrees to pay all costs incident to any claim, including, without limitation, attorneys' fees and consequential damages.

I agree that the above information is correct. I further agree that this agreement is intended to be as broad and inclusive as is permitted by the law of the State of Wisconsin.