

Missouri Department of Agriculture

2017 Missouri Department of Agriculture Photo Contest

March 24, 2017

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Missouri Department of Agriculture Photo Contest Terms and Conditions

This contract for the submission of photographs for the Missouri Department of Agriculture (the "Department") Photo Contest is entered into by the Department and you ("Photographer"). The Department and Photographer, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

1. Photographer affirms that they are at least 18 years of age and competent to contract in their own name, or if younger than 18 years of age, that their parent or guardian is submitting photographs on their behalf. Also, Photographer or their parent or guardian, have read this release before submitting any photographs and fully understand the content, meaning, and impact of this release. By submitting any photographs, Photographer has thus attached their electronic signature and is in agreement with all terms and conditions presented here.
2. Photographer certifies that all photographs submitted by them are their original work taken by them in the state of Missouri after January 1, 2014.
3. Photographer understands and agrees that obscene, provocative or otherwise questionable content will not be considered. The Department retains sole discretion to determine what constitutes inappropriate content, and retains the right to remove any and all photographs it considers inappropriate.
4. By submitting photographs to the Department, Photographer affirms that they have the legal rights to the photographs submitted and that submission of any photographs will not violate any other photographer's rights, any third party's privacy rights, publicity rights, contract rights, copyrights, and/or any other proprietary rights.
5. Photographs must be submitted by Photographer or Photographer's parent or legal guardian. The submission of the photographs is a guarantee that Photographer is the author and/or copyright holder of the photograph.
6. Photographer gives permission to the Department to use the submitted photographs in any and all of its publications, including, but not limited to, social media, websites, the Missouri State Fair display, and other promotional items, without payment or other consideration to Photographer.
7. Photographer waives any right to royalties or other compensation arising and/or related to the use of the submitted photographs by the Department and the State of Missouri.
8. Photographer irrevocably authorizes the Department to edit, alter, copy, archive, exhibit, publish or distribute the submitted photographs for purposes of publicizing its programs or for any other lawful purpose.

9. Photographer waives the right to inspect or approve any finished product, including written and/or electronic copies.
10. Photographer hereby holds harmless, releases and forever discharges the Department from all claims, demands, and causes of action which Photographer, Photographer's heirs, representatives, executors, administrators, or any other persons acting on Photographer's behalf or on behalf of Photographer's estate have or may have by reason of this authorization.
11. In the event the Department incurs attorney's fees, costs and/or other expenses in connection or by reason of any breach of this contract by Photographer, Photographer shall be responsible for said attorney's fees, costs and/or other expenses including, but not limited to, the value of time spent by the Attorney General's Office required to defend the Department.
12. **By submitting a photo that includes an adult and/or child model, Photographer agrees to the following conditions:** Photographer affirms that they have obtained full photograph releases for every identifiable model in each and every photograph submitted by Photographer. The photograph release must include the following:
 - a. **Model Release:** In exchange for consideration received, model hereby grants the Missouri Department of Agriculture permission to use your name and photographic likeness in Missouri Department of Agriculture web pages, social media pages, or other publications deemed appropriate by the Missouri Department of Agriculture. If model is under 18 years of age, you certify that you are the parent/legal guardian of the individual and that you have read this release and approve of its terms.