## Legal:

## Missouri Department of Agriculture Photo Contest Terms and Conditions

Photographer affirms that you are at least 18 years of age and competent to contract in your own name or if younger than 18 years of age your parent or guardian is submitting photograph(s) on your behalf. Also, you or your parent or guardian, have read this release before submitting photograph(s) and fully understand the content, meaning, and impact of this release. By submitting the photograph(s) you have thus attached your electronic signature and are in agreement with all terms and conditions presented here.

Photographer certifies photograph(s) as original work taken by them in the state of Missouri after January 1, 2015.

Photographer understands and agrees that obscene, provocative or otherwise questionable content will not be considered; the Missouri Department of Agriculture retains sole discretion as to what constitutes inappropriate content, and retains the right to remove any and all photographs it considers inappropriate.

By submitting photographs to the Missouri Department of Agriculture, you affirm that you have the legal rights to the photograph(s) submitted and that submission will not violate the photographer's rights, and third party's privacy rights, publicity rights, contract rights, copyrights, or other proprietary rights.

Photograph(s) must be submitted by the actual photographer or the photographer's parent or legal guardian. The submission of the photograph(s) is the guarantee that the entrant is the author and/or copyright holder of the photo.

Photographer gives permission to the Missouri Department of Agriculture to use photograph(s) 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.

Photographer waives any right to royalties or other compensation arising or related to the use of the photograph(s) by the Missouri Department of Agriculture and the State of Missouri.

Photographer, also, irrevocably authorizes the Missouri Department of Agriculture to edit, alter, copy, archive, exhibit, publish or distribute this photo for purposes of publicizing its programs or for any other lawful purpose.

Photographer waives the right to inspect or approve any finished product, including written or electronic copy.

Photographer hereby holds harmless and releases and forever discharges the Missouri Department of Agriculture from all claims, demands, and causes of action which you, your heirs, representatives, executors, administrators, or any other persons acting on your behalf or on behalf of your estate have or may have by reason of this authorization.

By submitting a photo that includes an adult and/or child model, you agree to the following conditions:

Photographer affirms that you have obtained full photograph releases for every identifiable model in any and every photograph submitted by you and shall indemnify and hold the department harmless from all losses, damages, claims, penalties, and expenses, including attorney's fees, howsoever arising or incurred because of the inclusion of a model in their photograph. The photo release must include the following:

## **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.