

## Terms & Conditions

### *C&I's* Photo Contest Rules & Regulations:

1. **NO PURCHASE NECESSARY.** Must be 18 years old to enter. You don't have to buy or pay anything to enter. Your chances of winning without making a purchase are the same as the chances of someone who purchases something.
2. **DEADLINE:** All entries must be complete and properly uploaded according to the instructions below on or before November 8, 2020.
3. **LIMITATION:** All images must have been shot by the entrant on or after November 30, 2019. Submit up to five (5) photographs TOTAL to the contest, in any category or combination of categories. Categories will be rolled out individually for collection of entries from April through October of 2020 and will be announced on Instagram (@cowboysindiansmagazine) and at cowboysindians.com.
2. **PRIZES AND APPROXIMATE RETAIL VALUE:** A Grand Prize Winner will be selected by magazine staff and contributors and will win a prize pack consisting of a \$1,000 (US) and an opportunity for the Grand Prize Winner's winning photo to be published prominently in the magazine. Size of write-up, product description and edition of Magazine are all at Sponsor's discretion. Other entrants whose photos are printed in the magazine will receive a copy of the 2021 photography issue containing their submission. Winner is responsible for all taxes and all other expenses not included in the prize. All other expenses not specified herein are the responsibility of the Winner. The prize is awarded without warranty, express or implied, of any kind.
4. **IMAGE FILE FORMAT:** Images must be submitted electronically in JPEG format, no larger than 10 MB in size. Images must be 300 dpi or greater and at least 3 x 5 inches in size. Images selected for the cover must be at least 10 x 12 inches in size.
5. **RIGHTS AND USAGE:** By entering the contest and for valuable consideration, including but not limited to credited publication, the receipt and sufficiency of which are hereby acknowledged, entrants grant *Cowboys & Indians* the right to publish and use submitted photographs and video, without prior approval or compensation beyond the terms of the contest, in print or electronic form in any future issue or issues of the magazine, for advertising and promotion of the magazine, for exhibition, on the website, and for commercial products, including but not limited to *Cowboys & Indians* calendars, holiday cards, and media kits.
6. **WARRANT OF ORIGINALITY:** The entrant warrants that he or she is the sole creator and owner of the image or video and holds the complete and undivided copyright interest, and that publication will not violate any law or infringe upon the proprietary rights of any other institution or individual. The entrant warrants that he or she has the unimpaired right to grant *Cowboys & Indians* the publication rights described in paragraph 5 above. The entrant further warrants that the image or video has not been previously published and is not pending publication.

7. MODEL RELEASE: For any image or video in which a person is recognizable, you must provide a signed model release from the subject or, in the case of a minor, from the subject's parent or guardian. [Click here](#) to download a .pdf of the model release.

8. INDEMNIFICATION: The entrant agrees to indemnify and hold harmless *Cowboys & Indians* against any claim, demand, lawsuit, or proceeding that might be brought against *Cowboys & Indians* by reason of any of the following matters regarding the image or video:

- a) any violation or infringement of any proprietary right or copyright;
- b) any libelous or unlawful matter contained in the image or video;
- c) any invasion of the rights of privacy or other personal rights possessed by any person or entity, including illegal trespass by the entrant while obtaining the image or video;
- d) the entrant's breach of any term, covenant, representation, or warranty of this agreement;
- e) anything whatsoever that might prejudice the securing to *Cowboys & Indians* or its assigns of the full benefit of the rights granted herein.

In the event of any legal proceeding relating to the submitted image, the entrant agrees to fully cooperate with *Cowboys & Indians* and its counsel in the defense thereof.

9. FORUM: This contest is void where prohibited. The entrant agrees that this contest shall be subject to and governed by the laws of Texas and the forum for any dispute shall be in Dallas, Texas, United States of America.

10. EDITING: The entrant agrees that *Cowboys & Indians* will have the right to edit, crop, and/or digitally retouch any images or video selected for publication.

11. PRIVACY: *Cowboys & Indians* shares the information collected from contest entries with *Cowboys & Indians* advertisers. By entering your home and/or email address on the contest entry form, you consent to receive promotional mail and email from *Cowboys & Indians* and our advertisers.

12. TAX LIABILITY: Federal, state, and local taxes are the sole responsibility of the contest winners.

13. CONTACT INFORMATION: If you wish to receive the winner's name, have questions about the contest, or do not want to receive future mailings, specify your request in writing to: Contest Administrator, *Cowboys & Indians*, 12221 Merit Drive, Suite 1610, Dallas, TX 75251 or email: [photos@cowboysindians.com](mailto:photos@cowboysindians.com)

14. AGREEMENT: These rules and regulations contain the full and complete understanding of entrant and *Cowboys & Indians* with regard to participation in the 2021 *C&I* Photo Contest,

superseding all prior agreements and understandings, whether oral or written. By submitting any image or video to the *C&I* Photo Contest, the entrant agrees to all of the terms of the rules and regulations set forth herein.