



## Beyond the Boulevard – Celebration & Art Auction – Terms & Conditions

You are responsible for ensuring that you have the right to submit photos to Historic Richmond's Beyond the Boulevard Event (the "Event").

You must abide by professional standards and laws for privacy and permissibility. If it is necessary to obtain a waiver, it is your responsibility to obtain the waiver.

Historic Richmond reserves the right to reject a photograph based on the sole discretion of the Executive Director of Historic Richmond.

Work must be original or identified as previously used. Previously published material for which non-exclusive rights were granted may be submitted as long as you still maintain the right to grant us a license. You must be able to disclose when and where the photo previously appeared upon request.

You retain all rights to any photograph you submit -- including ownership, if applicable -- other than those rights licensed in the next sentence: By participating in the Historic Richmond Beyond the Boulevard Event, you hereby grant to Historic Richmond the following: (i) a non-exclusive, irrevocable, royalty-free license to reproduce, distribute, and publicly display the photographs you submit to Historic Richmond, and (ii) the right to use your name, city, state and country of residence in promotions and other publications. All submitted photographs will be credited with the caption "Photo Name by Photographer Name – Courtesy of Historic Richmond" whenever used. Historic Richmond has final approval of any language that appears on its website, publications and marketing materials with any of the photos.

Richmond Magazine will produce an art print featuring selected photo submissions. By participating in the Historic Richmond Beyond the Boulevard Event, The same non-exclusive permissions are granted to Richmond magazine, including sections (i) and (ii) above, and only for the use on the art print and any efforts to promote the art print or the Historic Richmond Beyond the Boulevard Event.

By entering Historic Richmond's Beyond the Boulevard Event, you agree to indemnify, defend and hold harmless Historic Richmond, its respective subsidiaries, affiliates, directors, officers, employees, attorneys, agents and representatives, from any and all third-party liability for any injuries, loss, claim, action, demand or damage of any kind arising from or in connection with the Event (collectively, "Losses"), including without limitation any third party claim for copyright infringement or a violation of an individual's right to privacy and/or publicity right.

You agree that any and all disputes that cannot be resolved with Historic Richmond, and causes of action arising out of or connected with this Event, shall be resolved individually, without resorting to any form of class action, before a court of competent jurisdiction located in Richmond, Virginia, which court shall apply the laws of the Commonwealth of Virginia without regard for rules of conflicts of law. In any such dispute, you shall not be entitled to any punitive, special, indirect, incidental or consequential damages, including without limitation attorneys' fees, or any damages other than your actual out-of-pocket expenses (if any) associated with participating in the Event. You hereby waive any rights to have damages multiplied or increased. The Event is provided "as is" without warranty of any kind, either express or implied.

Historic Richmond is not responsible for any incorrect or inaccurate information, whether caused by website users or by any equipment or programming associated with or utilized in the Event, or by any technical or human error that may occur in the processing of submissions to the Event, including but not limited to any misprints or typographical errors.

Historic Richmond assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, submitted photographs. Historic Richmond is not responsible for any problems or technical malfunction of any telephone network or lines, computer equipment, servers, providers, computer on-line systems, software, or failure of email on account of technical problems or traffic congestion on the Internet or at any website, including injury or damage to participant's or to any other person's computer, related to or resulting from participating or uploading images or information in the Event.

If, for any reason, the Event is not capable of completion as planned, including but not limited to, any reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Historic Richmond that corrupt or affect the administration, security, fairness, integrity or proper conduct of the Event, Historic Richmond reserves the right at their sole discretion to cancel, terminate, modify or suspend the Event.