

# OFFICIAL CONTEST RULES

*Contest open to Texas Power customers.*

## **Photo Eligibility**

To enter, you must be at least 18 years of age and a U.S. citizen or permanent legal resident (green card). All photos must be taken in Texas within the last three years. The photo subject must be relevant to **Texas**.

## **Photo Formats**

Entries must digital images. Please read the specific guidelines for submitting digital images.

## **Photographer/Copyright**

Entries must be submitted by the original photographer. Do not submit a photo taken by someone other than you. You must be the sole owner of the image submitted. Your submission of the photo and entry form is your guarantee that you are the author and copyright holder of the photo.

## **Number of Entries**

An individual may submit one photo per month while the contest exists.

## **Photo Subject Restrictions**

Photos must be appropriate for posting on public domains. Obscene, provocative or otherwise questionable content will not be considered. Texas Power retains sole discretion as to what constitutes inappropriate content. Photos containing recognizable people must be submitted by regular mail and accompanied by a signed model release form.

## **Return of Photos**

Photos will not be returned. Please do not send your only copy of a photo.

## **Ownership/Use Rights**

Photographers retain the copyright to their photographs. By entering the contest, photographers agree to have their submitted photograph displayed on Texas Power newsletters, websites and other mediums without any fee or other form of compensation, and agree that Texas Power may display all photos in a photo gallery. Photos will be credited to the photographer named in the entry form. Entries (including non-winning entries) may be selected for display or use in other Texas Power newsletters, websites and other mediums. Entrants agree that Texas Power may contact them to obtain permission for use of photos in this way. Entries will never be used by Texas Power in any manner for advertising or sale. In the event that ownership of any photograph submitted to Texas Power is contested in any manner, Texas Power retains the discretion to disqualify that photograph and discontinue use of the photograph.

## **How to Enter**

Digital photos may be submitted using the online entry form. Each entry must be accompanied by a completed contest entry form.

## **Judging**

Entries will be judged on the basis of creativity, photographic quality, and effectiveness in conveying the beauty and/or unique character of Texas. A Texas Power panel will judge the entries monthly and all contest decisions are final. Entries that fail to comply with the Official Contest Rules will be disqualified. The Texas Power panel will include professionals in graphic design, website design, website development, marketing and public relations.

## **Winners**

Judges will select a first and second place winning photo monthly as long as the contest is valid. If fewer than ten eligible photographs are entered monthly, Texas Power may choose to name only a first place winner. In addition, one or more honorable mention winners may be selected with especially large numbers of entries, at the discretion of the judging panel. Winners will be notified approximately 2-3 weeks after the contest deadline by phone and email using the information on the entry form. A credit of \$25 will appear on the winner(s) Texas Power invoice following winning notification.

## **Submitting Digital Images**

Digital images should be submitted using the online entry form. Images should be formatted to 72 dpi, no larger than 600 by 450 pixels and no smaller than 450 by 338 pixels. Images should be submitted in JPG (at high quality) or TIFF format. File sizes must be less than 500K per image. Digital images will not be returned.

### **Image Modifications:**

Minor digital enhancement is permitted, but images that have been significantly modified or appear unnatural will be disqualified.

### **Not Permitted:**

- No borders or frames may be added to images.
- No watermarks, signatures, or copyright notices may be added to images. All winning images will be displayed with the photographer's name.
- Adding or replacing elements in an image is not permitted.
- Artistic filters are not permitted.

### **Permitted Modifications:**

- Images may be cropped and rotated as necessary as long as the rectangular format is maintained and the size is within the specifications above.
- Images may be resized as long as the aspect ratio is maintained
- Red-eye removal and spot editing
- One-step enhancement (such as "AutoFix", "QuickFix", "Auto Levels", etc.)
- Use of filters to sharpen, soften, blur, despeckle, or remove noise.
- Use of corrective functions to improve the natural appearance of the image, such as levels, contrast, brightness, curves, intensity, tone, hue, saturation, lightness, value, color balance, and tint.

## **Additional Terms and Conditions**

Texas Power is not responsible for computer system, hardware, software, or program malfunctions or other errors, failures, or delayed computer transactions or network connections that are human or technical in nature. Furthermore, Texas Power is not responsible for: (i) lost, misdirected, misplaced, illegible, unintelligible, incomplete, or late entries or (ii) any act, failure to act, or delay regarding the transmitting or processing of entries. Texas Power reserves the right, in its sole discretion, to cancel or suspend all or any portion of this contest without notice. Void where prohibited. Texas Power is entitled to interpret these rules as needed and its decisions are final. Texas Power reserves the right to disqualify any entrant that Texas Power has reason to believe is not the original work of entrant, or does not otherwise meet the contest rules. If a winner is disqualified or determined to be ineligible, an alternate winner will be selected using the same judging process/criteria described above. Alternate winners are subject to all requirements set forth in these Official Rules.

By participating in the contest, you agree to release and hold harmless Texas Power and its employees, officers, affiliates, agents, and advertising and promotional agencies from any and all damages, injuries, claims, causes of actions, or losses of any kind resulting from your participation in this contest, including infringement of intellectual property rights. Texas Power and its employees, officers, affiliates, agents, and advertising and promotional agencies assume no responsibility or liability for any damages, injuries, claims, causes of actions, or losses of any kind arising in whole or in part from this contest.