

Photo Submission Terms and Conditions

By Submitting a photo through the South Carolina Shorebird Project (SCSP) Photo Submission Form, you are agreeing to these Terms and Conditions.

1. Requirements for photos being submitted:
 - a. Photos must be your original photo. Modification of someone else's image does not count as original for purposes of submissions to SCSP.
 - b. You must have the permission of anyone featured in the photo to submit it to SCSP under these Terms and Conditions. Photos must not infringe the copyrights or trademarks of any person or entity.
 - c. Photos must be in keeping with SCSP image and may not be offensive, lewd, obscene, sexually explicit, pornographic, immoral, disparaging, defamatory, and/or libelous, as determined by SCSP in its sole discretion.
 - d. Photos must not defame or invade publicity rights or privacy rights of any person, living or deceased, or otherwise infringe upon any person's personal or proprietary rights.
2. You understand and acknowledge that by submitting a photo you are not entering or participating in any contest or sweepstakes.
3. You understand and acknowledge that you will receive no compensation or remuneration of any kind in exchange for the submission or use of a photo.
4. By submitting a photo, you agree to provide upon request by SCSP information about yourself and others who appear in the photo including, but not limited to, name, date of birth, address, e-mail address, Instagram username, etc., and any other information reasonably requested.
5. By submitting your photo, you agree that SCSP may use your photographic image and likeness (and the photographic image and likeness of any other persons shown therein) for advertising, promotional and other purposes in any and media now or hereafter known without further compensation, notification or release and without limitation to time or territory.
6. SCSP reserves the right in its sole discretion to decline to use any photo that is submitted at any time and for any reason.
7. You represent and warrant that:
 - i. You have the permission of all persons featured in your photo to submit the photo under these Terms and Conditions;
 - ii. Your photo is your original work and is exclusively owned by you.
8. By submitting the photo, you agree to defend, hold harmless and indemnify SCSP and its partners (collectively, the "Released Parties") against any and all claims, including claims of alleged or actual infringement of any intellectual property rights, proprietary rights, rights of privacy and publicity, moral rights and rights of attribution raised by third parties in connection with any photo submitted.
9. The Released Parties are not responsible for any injury, losses, or damages of any kind resulting from the submission of your photo.
10. Released Parties assume no responsibility for notifying you as to why your photo is or is not used.
11. Released Parties assume no liability for any error, omission, deletion, defect, theft, destruction, or alteration of any photo.

12. You expressly release the Released Parties from and against any and all claims which you have now or may have in the future for invasion of privacy, defamation, violation of rights of publicity or any other cause of action arising out of distribution, copying, display or other use of the photo in any medium.
13. Your submission of a photo shall be exclusively governed by and construed in accordance with the laws of South Carolina, without regard to conflicts of law provisions. You (or your parent/legal guardian should you be a minor in their state of residence) submit to exclusive personal jurisdiction in South Carolina, and agree that any dispute shall be resolved by binding arbitration to be held in Columbia, South Carolina via the Rules for Commercial Arbitration of the American Arbitration Association. In the event that arbitration is prohibited by law, any person submitting any materials agrees that any lawsuit or legal action with respect to any submitted materials must be brought in the state or federal courts in Columbia, South Carolina. SCSP AND YOU AGREE THAT CLAIMS MAY ONLY BE BROUGHT IN AN INDIVIDUAL CAPACITY AND IN THE NAME OF AN INDIVIDUAL PERSON OR ENTITY AND THAT CLAIMS MUST PROCEED ON AN INDIVIDUAL AND NON-CLASS AND NON-REPRESENTATIVE BASIS.
14. 14. Any questions regarding these Photo Submission Guidelines should be directed to the Contact Form on the homepage of the SCSP website.