

Terms and Conditions for Photograph Upload and Display

A. General

This is a legally enforceable agreement between you and the Washington State Parks and Recreation Commission (STATE PARKS) governing the uploading of any photograph for possible display by STATE PARKS and retention and use of any such photograph. STATE PARKS is providing you the opportunity to upload your photograph for possible display by STATE PARKS. Uploading any photograph for possible display is entirely voluntary. You will not be compensated for uploading any photograph. Your uploaded photograph selected for display may be publicly viewable by any and all users or recipients of STATE PARKS's media. By uploading any photograph for possible display by STATE PARKS, you agree to and are bound by all of these terms and conditions and your permission to upload any photograph is conditioned on your agreement to these Terms and Conditions.

B. Definitions

"Agreement" means these Terms and Conditions in their entirety.

"Display" means to publish, distribute, broadcast, transmit, reproduce, or otherwise make viewable or available on or in any media.

"STATE PARKS" means the Washington State Parks and Recreation Commission.

"Media" includes, but is not limited to, electronic media such as an Internet website, blog, message board, social networking environment or social media (including Facebook, Twitter, and Instagram), social communications, email and other electronic communication functionality, and hard copy media, such as brochures, reports, mailings, and any other printed or published material.

"Upload" means to transfer a digital or digitized photograph file from a computer, including a mobile device, being used by you to a computer server designated by STATE PARKS to receive uploaded photographs.

"STATE PARKS" means the Washington State Parks and Recreation Commission, an agency of the State of Washington.

C. Your age and capacity to enter into a contract

By uploading any photograph for possible display by STATE PARKS, you warrant that you are at least 18 years of age and otherwise able to enter into a binding contract under Washington State law. If you are under 18 years of age, you may not upload any photograph for possible display by STATE PARKS. Your parent or guardian may upload photos on your behalf, provided he or she personally agrees to these Terms and Conditions.

D. Ownership and/or authorization to use and display any uploaded photograph

By uploading any photograph for possible display by STATE PARKS, you warrant that you own the copyright to such photograph and/or have acquired, have been assigned, or otherwise possess the right, license, and/or authorization to use or display any such photograph. You further warrant that you are legally permitted and authorized to grant to STATE PARKS the licenses and permissions set forth in this Agreement as to any such uploaded photograph and any individual(s) displayed in such photograph. You furthermore warrant that you are the parent or legal guardian or have obtained permission from the parent or legal guardian of any minors identifiable in the photograph.

E. Permission and license to display and modify/alter uploaded photograph and to use any individuals' photographic image depicted on any such photograph

By uploading any photograph for possible display by STATE PARKS, you grant permission and license to STATE PARKS to display such photograph without any cost to STATE PARKS or compensation paid to you by STATE PARKS or any other party. You acknowledge that STATE PARKS may display such photograph for marketing or communication purposes on media owned, controlled, or created by STATE PARKS or at STATE PARKS' direction. You grant to STATE PARKS permission and license to modify or alter any such photograph as STATE PARKS

deems necessary and appropriate, at its sole discretion, and to display any such photograph as modified or altered by STATE PARKS. Modification or alteration could include, but is not limited to, cropping, resizing, and retouching. You waive the right to view or otherwise inspect or approve any version of any photograph uploaded prior to the display of any such photograph. The permissions granted in this paragraph are non-exclusive and non-transferable, but are unrestricted, unconditional, unlimited, worldwide, irrevocable, and perpetual.

By uploading any photograph for possible display by STATE PARKS, you grant to STATE PARKS permission and license to use and display photograph of you, if you appear in any such photograph. Further, you warrant that you have acquired, have been assigned, or otherwise possess the right, permission, and authority to grant to STATE PARKS permission and license to use and display the photograph of any and all other individuals displayed in any such photograph on behalf of such individual and you grant such permission and license to STATE PARKS on behalf of any and all such individual. You further warrant that any such photograph does not depict subject matter that violates any laws or individual rights, or that the uploading of such photograph is not done with intent to harass, threaten, embarrass, or cause distress, unwanted attention, or discomfort to any individual or entity.

F. STATE PARKS's authority to select uploaded photographs for display and to retain and dispose of uploaded photographs; removal of uploaded photograph from the Gallery at your request

By uploading any photograph for possible display by STATE PARKS, you acknowledge that STATE PARKS has the right and authority to, at its sole discretion, to decide whether, when, and for what duration, to display any uploaded photograph and that you have no rights or recourse with respect to such decisions by STATE PARKS. You further acknowledge that STATE PARKS has the right to retain any photograph uploaded by you for whatever duration STATE PARKS, at its sole discretion, deems necessary and appropriate, and that STATE PARKS may, at its sole discretion, dispose of or destroy any such photograph at any time and without any advance notice to you.

By uploading any photograph for possible display by STATE PARKS, you acknowledge that STATE PARKS may agree to remove any photograph from the Gallery upon your request, but that STATE PARKS has no duty or responsibility to do so and is in no way liable to you for its failure to do so.

G. STATE PARKS not liable for incorrect attribution or failure to correctly attribute any uploaded photograph

By uploading any photograph for possible display by STATE PARKS, you acknowledge that STATE PARKS will make reasonable attempts to correctly attribute any uploaded photograph to you when displayed, but that STATE PARKS has no duty or responsibility to correctly attribute any uploaded photograph to you and is in no way liable for its failure to attribute any photograph to you or for its incorrect attribution with respect to any uploaded photograph.

H. Uploaded files free from computer viruses, worms, etc.

By uploading any photograph for possible display by STATE PARKS, you warrant that the digital file uploaded does not contain any computer virus, worm, or any disabling or damaging mechanism that could damage or disable STATE PARKS's software or hardware or its services or facilities.

I. User has no privacy interest in any uploaded photograph; such photograph subject to release under the Public Records Act

By uploading any photograph for possible display by STATE PARKS, you acknowledge that you have no privacy interest in any uploaded photograph and further acknowledge that any uploaded photograph is subject to release under the Public Records Act, Chapter 42.56 RCW, whether or not displayed. STATE PARKS assumes no responsibility for notifying you prior to releasing any photograph uploaded by you in response to a public records request.

J. STATE PARKS not responsible for technical problems related to or involving the upload of any photograph

By uploading any photograph for possible display by STATE PARKS, or attempting such upload, you acknowledge that STATE PARKS is not responsible for the failure of any photograph to properly upload, or the loss of any photograph or other data in the upload process, whether as a result of technical hardware or software failures of any kind, lost or unavailable network connections, or failed, incomplete, or delayed uploads, whether caused by you or

hardware and/or software in your ownership or control or by STATE PARKS, or its agents or contractors, or hardware and/or software in the control or ownership of STATE PARKS, or its agents or contractors.

K. Disputes

By uploading any photograph for possible display by STATE PARKS, you agree that any dispute related to this agreement will be heard and decided in the Superior Court for Thurston County, Washington and resolved according to Washington State law.

L. Waiver of any and all claims related to upload, storage, maintenance, or display of any uploaded photograph; STATE PARKS not liable for acts of third parties

By uploading any photograph for possible display by STATE PARKS, you waive any and all claims against the State of Washington, STATE PARKS, the Commission and the Commissioners thereof, and any current, former, or future employee or agent of the State of Washington, STATE PARKS, or the Commission related to the upload, display, retention, or disposal of any uploaded photograph, including, but not limited to, claims related to the loss or destruction of any uploaded photograph or for copyright infringement, invasion of privacy, defamation, or unlawful appropriation of any individual's image or likeness. You acknowledge that STATE PARKS is not responsible for the acts of third parties related to any photograph uploaded by you, including re-display of any such photograph on or in any media and in any form.

M. Indemnification

By uploading any photograph for possible display by STATE PARKS, you agree to indemnify and hold harmless the State of Washington, STATE PARKS, the Washington State Parks and Recreation Commission and the Commissioners thereof, and any current, former, or future employee, agent, or contractor of the State of Washington, STATE PARKS, or the Commission for any actions, claims, liabilities, damage, costs, or expenses resulting from your breach any provision of this Agreement.

N. Waiver and severability

Any failure to insist upon or enforce any provision of the Agreement shall not be construed as a waiver of any provision of this Agreement. If any term or provision of this agreement is unenforceable for any reason, that portion is deemed severed and the remainder of the agreement shall remain in full force and effect.

O. Entire Agreement

This Agreement represents the entire agreement between you and STATE PARKS and contains all the agreed-to terms and conditions. No other agreements or understandings, oral or written, regarding the subject matter of this Agreement will be deemed to exist to bind you and/or STATE PARKS.