



## UESI Photo Contest

### OFFICIAL RULES

#### I. SPONSOR

The UESI Photo Contest is sponsored by the **Utility Engineering and Surveying Institute of American Society of Civil Engineers**, 1801 Alexander Bell Drive, Reston, VA 20191.

#### II. TERM

The UESI Photo Contest ("Contest") begins November 1, 2021 at 8:00 a.m. Eastern Time (ET) and ends March 1, 2022 at 11:59 p.m. Eastern Time (ET). Sponsor must receive all photo submissions by March 1, 2022 at 11:59 p.m. Eastern Time (ET).

By submitting an entry, each entrant warrants that his or her entry complies with the contest rules and requirements in this document ("Official Rules").

#### III. WHO MAY ENTER

Contest is open to all participants ("Contestants") regardless of residence or citizenship except:

- ASCE employees, their immediate family members (legally recognized spouse/partner, parent, child, sibling, and the legally recognized spouse/partner and "step" of each), and persons living in the same households of such employees.
- Residents of Cuba, Iran, North Korea, Sudan, Syria, the Province of Quebec, and any jurisdiction where this Contest is prohibited or restricted by law.
- Individuals who are under 18 years of age.

Contestants' names and states or countries of residence may be publicly identified at the Sponsor's sole discretion. All contestants have the right to request their names not be publicized in connection with their contest submissions. Contestants must inform Sponsor of this wish when submitting their entries.

Businesses engaged in professional services, including utility, engineering, surveying, and geomatics, may submit photographs. The description section of the entry form should include the name and email address of the original photographer.

The person (or firm) submitting the photo will be considered the Contestant. In order to be eligible to win a prize, Contestants must provide accurate and complete information.

Sponsor will determine winners' eligibility at its sole discretion.

## **IV. WHAT TO ENTER**

### **Content Originality**

Submissions must be the original work of the Contestant. By entering the Contest, Contestant warrants that the submitted photograph is an original work created solely by the Contestant, that the photograph does not infringe on the copyrights, trademarks, moral rights, rights of privacy/publicity or intellectual property rights of any person or entity, and that Contestant has all necessary rights and titles to submit the image and grants UESI its use as described herein.

### **Technical Requirements**

Standard optimization techniques (cropping, spotting, reasonable adjustments to exposure, color, contrast, sharpness, etc.) high dynamic range images and black and white images are acceptable.

Photographs must be in a digital format and submitted online. No print or film submissions will be accepted for entry into this Contest. The photograph need not be taken with a digital camera; high-quality scans of negatives, transparencies, or photographic prints are acceptable.

Digital photographs should be taken at the highest resolution possible. All digital files must be 5 megabytes or smaller, in JPEG or JPG format, and at least 1,600 pixels wide. Sponsor reserves the right to disqualify incomplete entries and/or contestants who are unable to submit, upon request, a high-resolution photograph of at least 300 dpi at 10 x 12 inches.

### **Additional Requirements**

Previously published material for which nonexclusive rights were granted may be entered as long as Contestant still maintains the right to grant the Sponsor a license, per the "X. LICENSE" section in these Official Rules. Contestant must be able to disclose when and where the photo previously appeared to Sponsor upon request.

Contestants must fully complete the online entry form, including but not limited to photo title, date, and caption, as well as the location, image description and a brief history of the project/photo. This information must be complete and accurate, sufficient to convey the circumstances in which the photograph was taken. Disguising or misrepresenting the origin of content is cause for disqualification.

## **V. CONTENT REQUIREMENTS AND AWARD CATEGORIES**

Submissions should be striking photographs of utility, pipeline, geomatic, surveying engineering work or projects, taken in the United States or abroad, that highlight the design and engineering achievements of this critical infrastructure and celebrate the work of civil engineers.

All photographs must conform to the requirements under "Guidelines for All Submissions". Submissions for each category must also conform to the requirements of that category. A winning photograph will be visually appealing and show a bridge that is noteworthy for its engineering, its location, its materials, or its role in its community.

One 1st prize of \$300.00, one 2<sup>nd</sup> prize of \$200.00, and one 3<sup>rd</sup> prize of \$100.00 will be awarded along with a UESI calendar and swag bag for the rest of the winners in each of the categories.

## Guidelines for All Submissions

Photographs may not include a recognizable person or persons. Although it is acceptable for photos to include images of persons at a distance or in crowds, any photograph with a recognizable person or persons will be disqualified.

All photographs should accurately reflect the subject matter and the scene as it appeared; nothing in the photographs (people, animals, scenery, objects, etc.) may be added, removed, altered, or rearranged.

Photos should not have watermarks, signatures, or personally identifiable information such as name or email address.

The photograph must not, in the sole and unfettered discretion of the Sponsor, contain obscene, provocative, defamatory, sexually explicit, or otherwise objectionable or inappropriate content.

Sponsor reserves the right to change the category in which a photograph is considered.

**The following is a list of Categories. Contestants are to select which Category best represents the entry.**

**Category 1: Pipeline** – Photographs for this category should be related to the design, engineering, or transmission of liquids gases or solids by pipelines.

**Category 2: Utility Risk Management** – This category is related to utility investigations, coordination, design, and data management and security.

**Category 3: Surveying and Geomatics** - Photographs for this category should be related the collection and management of spatial data, or the advancement of surveying and geomatics.

**Category 4: Utility Asset Management** – Photos for the Asset Management category should be related to the holistic life-cycle asset management of utility infrastructure.

**Category 5: UESI General** - Photos not eligible for one of the other category should be entered in the under UESI General as long as they meet UESI' vision to promote and reward excellence in the engineering, planning, design, construction, operations, and asset management, for utility infrastructure and engineering surveying.

## VI. HOW TO ENTER

To enter the Contest, contestants must complete the **online entry form** and upload the photographs as directed on the form. Contestants submitting multiple photographs must complete a separate form for each photo.

Contestants may enter up to five photos. Each individual photo may not be entered in more than one category.

Contestants may enter the Contest beginning at 8:00 a.m. Eastern Time (ET) on November 1, 2021. Sponsor must receive all photo submissions by March 1, 2022 at 11:59 pm Eastern Time (ET).

Submissions will be reviewed by Sponsor to ensure they meet eligibility requirements. Proof of submission is not proof of receipt.

Sponsor reserves the right to examine the original photograph/source material in order to confirm compliance with Official Rules. Sponsor also reserves the right to adjust any deadline(s) as the result of causes beyond its immediate control.

## **VII. SCHEDULE AND DEADLINES**

Entrants may be asked to supplement their submission (with, for example, a paragraph about their photo, the highest resolution version of their photo, or a watermark-free version of their photo) anytime on or after March 1, 2022.

Winners will be announced mid-April 2022.

## **VIII. CONTEST PRIZES**

One 1st prize of \$300.00, one 2<sup>nd</sup> prize of \$200.00, and one 3<sup>rd</sup> prize of \$100.00 will be awarded along with a UESI calendar and swag bag for the rest of the winners in each of the categories.

## **IX. JUDGING**

An independent jury comprised of active members will evaluate the submissions on originality, technical excellence, composition, overall impact, and artistic merit to choose first- and second-place winners in each of six categories. All decisions made by the judges are final.

Winners from the five categories may be published in the UESI Calendar.

Sponsor reserves the right in its sole and absolute discretion to verify in the final analysis whether a potential winner or finalist has fully complied with these Official Rules.

## **X. LICENSE**

Contestants will retain all rights to any photographs they submit, including ownership if applicable. Contestants shall only grant the Sponsor rights (as described below) to submitted.

Contestants shall grant the Sponsor a royalty-free, nonexclusive, worldwide, irrevocable right, in perpetuity, to:

- Use the photograph on the Internet in support of Sponsor's mission.
- Use the photograph in Sponsor's noncommercial communications.
- Provide the photograph to other individuals and organizations for noncommercial use and for Sponsor-related use in news stories, newsletters, reports, slide shows, displays, web pages, and the like.
- Use, in connection with the Contest and UESI Calendar, Contestant's name, city, state and country of residence in promotions and other publications.
- Keep the files provided and to archive the images on CD or in other electronic forms, so that winning photos can be used to support Sponsor's mission and properly credited.
- As conditions of this permission, the Sponsor shall credit all photographs with the caption "© Contestant's Name."
- At Sponsor's discretion, use the photograph in the UESI Calendar, including such enhancements, alterations, or edits as deemed appropriate by ASCE for such purpose, and publish, display, distribute, reproduce, and sell such photograph as incorporated within the UESI Calendar, in any media and for any purpose worldwide, without additional compensation to Contestant.

## **XI. DISCLAIMER**

Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to Contest entries or entry forms; or alteration of entries or entry forms. Sponsor is not responsible for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email entry to be received on account of technical problems or traffic congestion on the Internet or at any website, human errors of any kind, or any combination thereof, including any injury or damage to entrants' or any other persons' computers related to or resulting from participation, uploading or downloading of any materials related to in this Contest.

Use of Contest site is at user's own risk. Sponsor is not responsible for any personal injury or property damage or losses of any kind which may be sustained to user's or any other person's computer equipment resulting from participation in the Contest, use of the Contest site or the downloading of any information from the Contest site.

## **XII. WARRANTY AND RELEASE**

By entering this contest, Contestants agree to all of the terms and conditions relating to this contest and acknowledge that they are responsible for understanding their rights. Contestants warrant that their entry does not (1) infringe on any third-party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights, or any other rights, including without limitation, any copyright, trademark, patent, trade secret, privacy, publicity, or confidentiality obligations; or (2) otherwise violate any applicable law. Contestants warrant that they have the full right to submit the Photographs in the Contest and to grant all required licenses as specified herein.

Any person submitting an entry for a company represents and warrants that he/she has full authority to submit the entry on behalf of that company and to bind the company to the terms and conditions of this contest.

To the maximum extent permitted by law, each Contestant shall release and hold harmless Sponsor, its affiliates, employees, officers, directors, and agents from and against any liability, claims, demands, losses, damages, costs and expenses resulting from: (a) Contestant's infringement of any intellectual, property, privacy, or publicity right of any person; (b) Contestant's misrepresentation, breach of warranty, or violation of the Contest Rules; (c) claims brought by third parties arising from or related to Contestant's entry; (d) Contestant's acceptance, possession, misuse or use of any prize or participation in any Contest-related activity; (f) any malfunction or other problem with the Contest Site; (g) any error in the collection, processing, or retention of entry information; or (h) any typographical or other error in the printing, offering or announcement of any prize or winners.

### **XIII. CONDITIONS**

This contest is void where prohibited or restricted by law.

This Contest shall be subject to and governed by the laws of the Commonwealth of Virginia and the forum for any dispute shall be in the Commonwealth of Virginia, United States of America. To the extent permitted by law, the right to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or on connection with this Contest are hereby excluded and any entrant expressly waives any and all such rights. Certain restrictions may apply.

Sponsor reserves the right to verify the validity and originality of any entry and/or entrant (including an entrant's identity and address) and to disqualify any entrant who submits an entry that is not in accordance with these Official Rules or who tampers with the entry process. Entries void if the Sponsor determines the photograph to not be an original, or deems the entry to be illegible, incomplete, damaged, irregular, altered, counterfeit, produced in error or obtained through fraud or theft. Failure by the Sponsor to enforce any of its rights at any stage does not constitute a waiver of those rights.

All taxes on or in connection with any prize, and the reporting consequences thereof, are the sole and exclusive responsibility of the winner.

The Sponsor reserves the right to modify the Official Rules or to cancel, terminate, or suspend the Contest for any reason, with or without cause, at its discretion.

Decisions of the Sponsor will be final.

### **XIV. DATA PRIVACY**

Entrants agree that personal data, especially name and address, may be processed, shared, and otherwise used for the purposes and within the context of the Contest and any other purposes outlined in these Official Rules. The data may also be used by the Sponsor in order to verify the participant's identity, postal address, and telephone number or to otherwise verify the participant's eligibility to participate in the Contest. Participants have the right to access, review, rectify, or cancel any personal data held by Sponsor by writing to:

UESI Photo Contest  
1801 Alexander Bell Drive  
Reston, VA 20191

Personal data will be used by Sponsor and its affiliates exclusively for the purposes stated herein.