George Segal Gallery of Montclair State University
“Selfie with Segal” Digital Photo Contest – ATTACHMENT A

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A purchase or payment will not improve chances of winning.

Consumer Disclosure
No persons or persons have yet won this contest.

OPEN TO MONTCLAIR UNIVERSITY STUDENTS, FACULTY, STAFF AND THE GREATER MONTCLAIR COMMUNITY WHO ARE OVER THE AGE OF 18 YEARS AS OF THE DATE OF ENTRY. ALL PERSONS INCLUDED IN A SUBMITTED PHOTO MUST ALSO MEET THIS AGE REQUIREMENT.

By entering into this photo contest entrants and all persons included in a submitted photo agree to be bound by the terms and conditions set forth in the CONTEST DESCRIPTION the CONTEST APPLICATION and these CONTEST RULES. Any violation thereof may, at the discretion of the George Segal Gallery at Montclair State University, the contest Sponsor, result in disqualification. All decisions of the Education Coordinator of the George Segal Gallery regarding this contest are final and binding in all respects.

Contest Periods
Relevant contest periods are set forth in the CONTEST DESCRIPTION. See the paragraph “Contest periods.” Contest periods commence at 12:01 AM ET on the opening date of the period and conclude at 11:59 PM ET on the closing day of the period unless stated otherwise (closing date for Voting Period, end-of-business day December 17, 2014).

Eligibility of Persons and Photos
The eligibility requirements for persons and photos are set forth in the CONTEST DESCRIPTION. See the paragraph “CONTEST PERIODS.” Officers, directors, and employees of the George Segal Gallery, and consultants and suppliers thereto under contract(s) and their immediate families (parents, children, siblings, spouse) and members of their immediate households, as well as professional photographers, shall not be eligible to enter the contest. Any submission from prohibited persons shall be deemed void and will not be considered.

How to Enter
The procedure for contest entry is set forth in the CONTEST DESCRIPTION; see the paragraph “Submission of Image – How to enter”; See also the CONTEST APPLICATION form. Entrants must be the photographer and have permission from anyone else depicted in the photo to use the photo as set forth in the CONTEST DESCRIPTION and the photo must not contain any copyright, trademark or other material that violates the rights of any third party. Entrants represent and warrant that their Submission is the original work of such entrant, it has not been photoshopped or otherwise manipulated, it has not been copied from others, and it does not violate the rights of any other person or entity. Entrant further represents and warrants that their submission adheres to the fundamental spirit of the contest and does not contain any defamatory, obscene or otherwise unlawful matter or depict anyone engaged in any illegal, immoral or lewd act, any violent or pornographic material or contain any other inappropriate content (as determined by sponsor). You may enter only one image.

Selection and Notification
The selection process is set forth in the CONTEST DESCRIPTION, see paragraphs “Invitation to Participate” and “Contest Criteria”. All winners will be notified by email or telephone using the information they have set forth in the CONTEST APPLICATION. In case of a tie the Coordinator of the George Segal Gallery will in her sole discretion make a final and binding determination.
If a selected winner: (i) cannot be contacted; (ii) does not respond within five (5) days from the date the Sponsor first tries to notify him/her; (iii) fails to return the Affidavit and Release as specified in Rule 9; or (iv) refuses the prize, the selected winner forfeits all rights to win or receive the prize, and an alternate winner may be selected. Upon contacting a potential winner and determining that he/she has met all eligibility requirements of the contest, including without limitation the execution of required waivers, publicity and liability releases and disclaimers, if any, such individual will be declared the "winner"; of the contest.

Prize Description
Prizes and exhibition of winning submissions are described in the CONTEST DESCRIPTION, see paragraph entitled “Invitation to Participate”.

Ownership and License
The approximately 50 top rated entries may be displayed on the George Segal Gallery Facebook page and in the Gallery on December 18. All entry materials become the property of the Sponsor and will not be acknowledged or returned. The copyright in any submission shall remain the property of the entrant, but entry into this contest constitutes entrant’s irrevocable and perpetual permission and consent, without further compensation, with or without attribution, to use and display such submission at any time.

No Prize Transfer
No prize or any portion thereof is transferable or redeemable for cash.

Consent and Release
By entering in the contest, each entrant for him/herself and all persons whose image is included in a submission agrees to indemnify, defend, hold harmless and further releases and discharges the Sponsor, the George Segal Gallery, Montclair State University, the State of New Jersey, the New Jersey Educational Facilities Authority and any other party associated with the development or administration of this contest, their parent, subsidiary, and affiliated entities, and each of their respective officers, directors, members, shareholders, employees, independent contractors, agents, representatives, successors and assigns (collectively, “Sponsor Entities”), from any and all liability whatsoever in connection with this contest, including without limitation legal claims, costs, injuries, losses or damages, demands or actions of any kind (including without limitation personal injuries, death, damage to, loss or destruction or property, rights of publicity or privacy, defamation, or portrayal in a false light) (collectively, “Claims”). Except where prohibited: (i) entry into the contest constitutes the consent of each entrant and person where image is included in a submission without further compensation, to use his/her name, contact information and his/her Submission as set forth in the CONTEST DESCRIPTION; (ii) acceptance of a prize constitutes a release by any winner of the Sponsor Entities of any and all Claims in connection with the administration of this contest and the use, misuse, or possession of his/her Submission or any prize; (iii) any potential winner may be required to sign an affidavit of eligibility and a liability/publicity/copyright release.

Disclaimers
(i) Montclair State University, State of New Jersey and NJEFA (“Sponsor”) are not responsible for entries that are lost, late, misdirected, incorrect, garbled, or incompletely received, for any reason, including by reason of hardware, software, browser, or network failure, malfunction, congestion, or incompatibility at Sponsor’s servers or elsewhere. (ii) Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry/voting process or the operation of the web site or otherwise attempting to undermine the legitimate operation of the contest. Use of bots or other automated process to enter/vote is prohibited and may result in disqualification at the sole discretion of Sponsor. (iii) Sponsor further reserves the right to cancel, terminate or modify the contest if it is not capable of completion as planned, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, force majeure or technical failures of any sort. (iv) Sponsor Entities are not responsible for errors in the administration or fulfillment of this contest, including without limitation mechanical, human, printing, distribution or production errors, and may cancel, terminate or modify this contest based upon such error at its sole discretion without liability. In no event will Sponsor be responsible for awarding more than the number of prizes specified in these rules. (v) In the event this Promotion is cancelled or terminated, pursuant to subparagraph (iii) or (iv), Sponsor, in its sole discretion, may elect to select a
winner from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. (vi) SPONSOR ENTITIES MAKE NO WARRANTIES, REPRESENTATIONS OR GUARANTEES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, AS REGARDS THIS CONTEST OR THE MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY PRIZE. (vii) CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING WITHOUT LIMITATION ATTORNEYS’ FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

Applicable Laws and Jurisdiction
This contest is subject to all applicable federal, state, and local laws and regulations. Issues concerning the construction, validity, interpretation and enforceability of these contest rules shall be governed by the laws of the State of New Jersey, without regard to any principles of conflict of laws. All disputes arising out of or connected with this contest will be resolved individually, and without resort to class action, exclusively by a state or federal court located in Essex County, New Jersey. Should there be a conflict between the laws of the State of New Jersey and any other laws, the conflict will be resolved in favor of the laws of the State of New Jersey. To the extent permitted by applicable law, all judgments or awards shall be limited to actual out-of-pocket damages (excluding attorneys’ fees) associated with participation in this contest and shall not include any indirect, punitive, incidental and/or consequential damages.

Winner List
For the names of the winners consult the George Segal Gallery website.