



# Terms and Conditions

## Ugliest Garage Door Contest

On behalf of Wagner Garage Door, we thank you for your interest in submitting your original photographic images (“Images”) to us. As part of the submission process, we ask that you include additional information about yourself and the Image you are submitting with your submission. The additional requested items are listed on the website, and are referred to as “Submission Information” for purposes of these **Terms and Conditions**. We appreciate your willingness to share your Images with us.

**BY SUBMITTING PHOTOS TO US, YOU CONFIRM THAT YOU HAVE READ AND AGREED TO THESE PHOTO SUBMISSION TERMS AND CONDITIONS.**

### Photo Guidelines

Submissions may be made at [www.wagnergaragedoor.com/awesome-contests](http://www.wagnergaragedoor.com/awesome-contests)

Here’s what you need to know:

- Every Image must be your own garage door.
- We accept Images in digital format only.
- The Images we select for publication and use are at our sole discretion.

**Wagner Garage Door will not knowingly publish the following:**

- Images depicting persons that are identifiable.
- Copyrighted material.
- Images that contain elements that are unlawful or that we may not lawfully use or publish.
- Images that contain your name or nickname, any other symbol or device that identifies you to others, or a copyright legend.
- Images that contain personally identifiable information such as, but not limited to, email addresses, URLs, phone numbers, physical addresses or other forms of contact information.
- Digital image files that contain anti-copying or tracking devices.

**You must be at least 18 years old to submit Images to us.**

### All Entries Must Reside in the Following Counties of Missouri to Enter

- St. Clair County, IL
- Madison County, IL
- Saint Louis City, MO
- Saint Louis County, MO
- Saint Charles County, MO
- Jefferson County
- Pike County
- Lincoln County
- Montgomery County
- Gasconade County

## Additional Information

- Garage door will Not be Insulated
- NO Windows
- Upgrades can be added such as windows, installation, door openers, etc. for an additional cost.

## Exclusion of Contest

- **NO** Commercial Jobs
- **NO** Framing Work
- **NO** Shed Doors
- **NO** Business's
- **NO** Barn Doors

## Terms Governing Your Submission of Images

**By submitting to us your Images, you agree to the following terms:**

We retain the right, at our discretion, to modify these **Terms and Conditions**. Your continued submission of Images to us constitutes your acceptance of all modified **Terms and Conditions**. License to Us You grant us, without any compensation of any kind to you or others, the exclusive right and license to use, copy, distribute, display, publish, perform, sell, sublicense, modify, edit, adapt, translate, transmit, create derivative works from, and otherwise exploit all Images in any form, medium or technology that we elect, whether now or in the future. Without limiting the foregoing, you agree that, without further approval from you, we may exercise the rights you grant us herein for any and all purposes we deem appropriate, including, without limitation, for the promotion, marketing, and publicizing of our services and products. We may, for example, use and publish the Images on our website or third-party websites, in our print, broadcast and digital advertisements, in our marketing materials, and in connection with our promotional events. The right and license you grant us is perpetual, irrevocable, exclusive, royalty-free, unrestricted, worldwide, and transferable without your further consent. You understand and agree that we have the option, but not the obligation, to use the Image you submit to us, and that if we exercise our license rights, we may also use your Submission Information in conjunction with such Images.

## Your Submissions of Images and Submission Information

**By submitting Images or Submission Information to us, your further agree that:**

- We may moderate the website, review the Images and Submission Information, and decide in our sole discretion whether to display or otherwise use your Images.
- We may remove your Images and Submission Information at any time without notice to you.
- We may edit your Images and Submission Information in our sole discretion for suitability, brevity, clarity, grammar, compliance with our rules and any other purpose we deem appropriate.
- You are solely responsible for your Images and Submission Information and the consequences of submitting them to us and our use thereof as permitted by these terms.
- You acknowledge that you were not and will not be compensated or granted any consideration by us or any third party in exchange for our use of your Images or the use of your Images by parties we authorize to use them.

- You understand that we are not responsible for any information that may be gathered or used by any third party providing or affiliated with providing the email service we use to accept Image submissions.

**You affirm, represent and warrant to us:**

- You are at least 18 years old.
- The Submission Information you provide to us true and accurate.
- You haven't impersonated any person or falsely stated or misrepresented your affiliation with a person or entity.
- You own or have all necessary licenses, rights, consents, and permissions to use and submit to us the Images and Submission Information and to authorize us to use the Images and Submission Information as expressed in these ***Terms and Conditions***.
- Your agreement to these ***Terms and Conditions*** does not in any way conflict with any existing legal agreement or commitment on your part to any third party.
- Your images and Submission Information do not embody, reflect or reveal any confidential information and that we are not obligated to treat them as confidential.

**You will not submit Images or Submission Information that:**

- Is false, misleading, or inaccurate.
- Is not appropriate for a public forum (e.g., it is defamatory, hateful, harassing, derogatory, demeaning, threatening, abusive, pornographic, racially or religiously biased or otherwise offensive or objectionable).
- Infringes or otherwise violates the rights of any third party, including without limitation any copyright, trademark, service mark, privacy rights, publicity rights or other intellectual property or proprietary rights.
- Violates any law, statute, ordinance, or regulation.
- Contains any anti-copying devices, tracking devices, computer viruses, worms or other potentially damaging computer programs or files.

**Your Submission of Your Email Address**

You agree that we and our third-party service providers may use your email address to contact you about your Images and for other administrative purposes related to your obligations and our rights set forth in these ***Terms and Conditions***.

**Ownership of Copyright**

The website contains material that is owned by or licensed to us. You may not copy, reproduce, download, upload, post distribute, republish, retransmit, perform or modify in any way any of the material on this Website, including without limitation, any images or written material without our prior written permission. All rights and licenses not expressly granted to you in these terms are reserved to us.

**Exclusion of Liability**

We make no representations or warranties, express or implied, about your submission of Images or Submission Information. We are not liable to you or any third party in any way for your submission of Images or Submission Information. To the fullest extent permissible by applicable law, we disclaim all warranties, express or implied, including implied warranties or merchantability, fitness for a particular purpose, title accuracy and non-infringement. We do not warrant that the website or the material contained or referred to on it are error-free or that errors will be corrected, or that the website or the

server from which it is run or any of our affiliated companies or affiliated individuals or our licensees or their affiliated persons be liable for any direct, indirect, incidental, special or consequential damages or expenses of any kind (including without limitation lost profits, damages arising from lost data, computer viruses, deletion of files, business interruption or personal injury or health problems) arising out of or in any way connected with the use of our website or the material or content contained or referred to on it, or for any information obtained through our website or us, whether such damages are based on contract, tort, strict liability or otherwise, even if advised of the possibility of such damages. If you are dissatisfied with any material or content on this website, or with any of these ***Terms and Conditions***, your sole and exclusive remedy is to discontinue using this website. We reserve the right to change or discontinue at any time any aspect or feature of this website. The above limitation may not apply to you because some jurisdictions do not permit the exclusion or limitation of liability for consequential or incidental damages.

### **Indemnity**

You agree to defend, indemnify and hold us harmless from any and all claims, suits, allegations, liabilities, damages, penalties, fines, costs and expenses, including reasonable attorneys' fees, related to or arising out of any actual or alleged violation of these terms. We will provide notice to you of any such claim, suit or proceeding at the email address that you submit to us with your Images and shall reasonably cooperate with you, at your expense, in your defense of any such claim, suit or proceeding.

### **Termination**

We may terminate your right to submit Images at any time without notice. However, such termination shall only apply to your right to submit Images and shall not in any other way terminate or limit any other provision of these terms, all of which shall survive such termination of your right to submit Images.

### **Miscellaneous**

These ***Terms and Conditions*** constitute the entire agreement and understanding between you and us as to your submission of Images and Submission Information and our use of Images and Submission Information as set out in these ***Terms and Conditions***. Any and all prior or contemporaneous communications and/or proposals are superseded. These ***Terms and Conditions*** are severable, and in the event any provision is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions, which shall remain in full force and effect. A printed version of these ***Terms and Conditions*** shall be admissible in judicial or administrative proceedings based upon or relating to submission of Images or Submission Information to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

### **Jurisdiction**

These terms shall be governed by the laws of the State of Missouri without giving effect to its conflicts of law principals, and venue shall be in the state or federal courts located in St. Louis County, Missouri.