

The Uintah Arts Council's
Outlaw Trail Festival of the Arts
Juried Photography Shootout

Current Show Specifics

- Entries must be submitted on Thursday, September 30, 2010 and/or Friday, October 1, 2010.
- Photos will be displayed from Monday, October 4, 2009 to Friday, October 29, 2010.
- A reception to honor the photographers for families and the community, and to announce the winners, will be held on Thursday, October 7, 2009 at the Western Heritage Museum, 328 E 200 S, Vernal, Utah, from 6:30 PM to 8 PM. Awards presentation at approximately 7 PM.
- All accepted photographs must remain at the show location for display throughout the full length of the show and must be removed Saturday, October 30, 2010 between 10 AM and 2 PM. The exhibit host, Western Heritage Museum, will not be responsible for photographs which are not removed during the times specified.
- LIST OF WINNERS: For a list of winners, after October 10, 2010, mail a separate, self-addressed stamped envelope to: Uintah Arts Council Juried Photography Shootout, PO Box 1417, Vernal, UT 84078.
- NOTICE TO INDIVIDUALS: REMOVAL FROM MAILING LIST: Any individual (or other duly authorized person) may elect to exclude the name and address of that individual from all lists used by Company to mail skill contests. To elect to have an individual's name excluded from all such lists, submit a removal request in writing to "Uintah Arts Council Juried Photography Shootout", PO Box 1417, Vernal, UT 84078.

Divisions:

- **Each entrant must declare which of the following divisions they are competing in:**
- **Novice/Amateur:**
 - Amateur: Age 12 and over - those who **do not** engage in the activity for monetary profit - making no portion of their livelihood through photographic endeavors.
 - Novice: Age 12 and older - **first time** amateur entrant in any juried or non-juried show. Novice division may only be used one time ... entries in consecutive years constitute declaration in a different division.
- **Advanced Amateur:** Experienced photographers or serious amateurs who are age 12 and over who may **occasionally** engage in photographic endeavors for hire.
- **Professional:** Those ages 12 and over who engage in the activity primarily for monetary profit -- pursuing a livelihood through photographic endeavors. (Would you do it for free?)]
- **Child:** Amateur photographers who are under age 12 as of the entry date of the show.

Categories:

Each photo entered must be assigned a category by the entrant as follows:

- **Theme**
- **Landscape**
 - Images that involve willful damage to the environment by the photographer will be disqualified.
- **People**
- **Flora/Fauna [Plants/Animals]**
 - Images that involve the willful harassment of animals, wild or domestic, by the photographer will be disqualified.

Fees:

- Professional - \$15.00 per photo entered
- Advanced Amateur - \$15.00 per photo entered
- Amateur - \$15.00 per photo entered
- Novice - \$10.00 per photo entered
- Child - \$5.00 per photo entered

Details:

1. Photo size requirements:

- 1.1. Minimum size: 5x7 inches
- 1.2. Maximum size: 20x24 inches.

2. Mounting requirements:

- 2.1. Prints must be firmly and neatly mounted either flush or with a border.
- 2.2. The use of wood, metal or glass is **not** permitted in the mounting of photographs. Framed photos will not be accepted.

2.2.1. Mounting board:

- 2.2.1.1. Minimum size: 8x10 inches
- 2.2.1.2. Maximum size: 20x24 inches.

- 2.3. Matted photos should also be backed to strengthen and protect the photo.
- 2.4. All entries must be ready to display at time of submission
- 2.5. All entries shall be clearly marked on the **back** of the mount with exhibitor's name, phone number, entry title, division and category.
- 2.6. **No** names, logos or identifying marks of any kind may appear **on the front** of the prints or mattes/mounting boards.
- 2.7. All entries must be identified on the back with the entrants name, contact info, division, class and title.
3. Each entrant shall be **limited to three (3)** entries.
4. Each print must be listed separately on the entry form.
5. Photographs must have been taken and must be solely owned by the entrant. The print may be processed and matted by the entrant or commercially.
6. Photographs must have been taken within two (2) years prior to the date of competition and must not have been entered in prior years Uintah Arts Council competitions or any Western Heritage Museum shows.
7. All entries will be judged, though not all may be hung due to space restrictions. Photographs may be rotated if space is short.
8. An entry may be judged out due to not meeting the show requirements. If so, entrant will be notified to pick up their entry and entry fee for that item will be refunded.
9. Uintah Arts Council and/or the exhibit host reserves the right to display exhibits suitable for family viewing.
10. All decisions of the juror(s) will be final.
11. You may offer your photographs for sale to the public under the following conditions:
 - 11.1. A 25% commission fee must be paid to the exhibit host, Western Heritage Museum, on any entries sold during the dates of the show.
 - 11.2. If sold, the entry may not be removed until the specified date . . . as stated above.

OFFICIAL RULES: (The Fine Print)

- The Uintah Arts Council ("Company") Outlaw Trail Festival of the Arts Juried Photography Shootout("Contest") begins Thursday, September 30, 2010 9:00 AM Mountain Standard Time (MST) and ends Friday, October 1, 2010 4:00 PM MST ("entry period.") Follow the directions to complete the entry form, answer the questions and submit. Entrants must complete all data requested on the entry form. Entries must be completed and received by Company by 4:00 PM MST on the date stated. Limit three (3) entries per person. Incomplete entry forms are void.
- A check, money order or cash must accompany each entry form. Make checks or money orders payable to "Uintah Arts Council". This fee is non-refundable for all entries **accepted** for the show (See rule #8 below). Returned checks will be subject to all legally applicable penalties.

- Deliver or mail entries to Western Heritage Museum, c/o Christine Smith, 328 East 200 South, Vernal, Utah 84078.
- All transportation fees and expenses are the responsibility of the entrant. **If the entry is to be returned by mail, the entrant must enclose enough return postage along with a self-addressed return-mailing label and all needed packaging materials.**
- Company assumes no responsibility for lost, late, misdirected, illegible or mutilated entries or for any computer, online, telephone, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, availability, garbled or jumbled transmissions, service provider, Internet, web site, or other accessibility or availability issues, traffic congestion, or unauthorized human intervention, or any technical malfunctions that may occur.
- **ELIGIBILITY:** This Contest is open only to legal residents of the U.S. (excluding Puerto Rico) as of the date the Contest begins. Employees of Company, their subsidiaries, affiliates, prize suppliers, and advertising and promotional agencies of Company, and their immediate families (spouse, parents, children, siblings and their spouses) and individuals living in the same household as such employees are ineligible. This Contest is governed by the laws of the United States and is subject to all applicable federal, state, and local laws and regulations. Void in Puerto Rico and where prohibited.
- **JUDGING:** Winners will be selected by a juror or jurors chosen by Company based on relevance from among all eligible entries received. By participating, entrants agree to be bound by the Official Rules and the decisions of the juror, which shall be final and binding in all respects. Odds of winning depend on the total number of eligible entries received. All prizes may or may not be awarded. Winners will be notified via email, U.S. mail, telephone, and/or in person.
- **PRIZES:** There will be one (1) “Best of Show” winner. In addition, there will be no more than one (1) first place winner and no more than one (1) second place winner selected for each separate division/category and no more than one (1) prize granted for each. Each winner will receive a check from the Uintah Arts Council. Company reserves the right to substitute prize sponsor and/or a prize of any value in the event the offered prize is unavailable. No substitution or transfer of prize permitted except as provided herein. Some prizes may not be awarded, depending on the number of entries received in each separate division/category.
- **GENERAL CONDITIONS:** All federal, state, and local taxes, fees and surcharges on prize packages are the sole responsibility of the prize-winners. Prize-winners may be required to execute and return an Affidavit of Eligibility/Release of Liability/Prize Acceptance Form within seven (7) days following notification. Return of any prize and/or prize notification as undeliverable or failure of any entrant to comply with any Official Rules will result in disqualification and selection of an alternate winner.

Winners grant Company the right to use and publish their legal name and state of residence online and in print, or any other media, in connection with the Contest. Acceptance of a prize constitutes permission for Company and their advertising and promotional agencies to use winners’ names and photo entries for editorials, advertising and promotional purposes without payment of additional compensation unless prohibited by law. By entering, participants release and hold harmless Company, their respective parents, subsidiaries, affiliates, directors, officers, employees, attorneys, agents and representatives from any and all liability for any injuries, loss, claim, action, demand or damage of any kind arising from or in connection with the Contest, participation in any Contest related activity, or participation in the Contest.

As a condition of participating in this Contest, participant agrees that any and all disputes which cannot be resolved between and the parties, and causes of action arising out of or connected with this Contest shall be resolved individually, without resort to any form of class action, exclusively, before a court of competent jurisdiction located in Uintah County, UT, which court shall apply the laws of the state of UT without regard for rules of conflicts of law. In any such dispute, participant shall, under no circumstances, be entitled to claim punitive, incidental, or consequential damages, or any other damages, including attorneys’ fees, other than participant’s actual out-of-pocket expenses (if any) associated with participating in the Contest, and participant hereby waives all rights to have damages multiplied or increased.

CAUTION: ANY ATTEMPT BY A CONTESTANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, COMPANY RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH CONTESTANT TO THE FULLEST EXTENT PERMITTED BY LAW.

- **LIMITATIONS OF LIABILITY:** All entries will be given considerable care and security from the time entries are received until the final date of removal. **Entrants are responsible for their own insurance coverage on their photos.** Company is not responsible for any incorrect or inaccurate information, whether caused by web site users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the processing of submissions in the Contest, including but not limited to any misprints or typographical errors. Company assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Company is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line-systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any web site or combination thereof, including injury or damage to participants or to any other person's computer related to or resulting from participating or downloading materials in this Contest. If, for any reason, the Contest is not capable of completion as planned, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of Company which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Company reserves the right at their sole discretion to cancel, terminate, modify or suspend the Contest.

IN NO EVENT WILL COMPANY, ITS PARENTS, AFFILIATES, SUBSIDIARIES, AND RELATED COMPANIES, ITS ADVERTISING AND PROMOTIONAL AGENCIES, OR ITS DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, AND REPRESENTATIVES, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF PARTICIPANT'S ACCESS TO AND USE OF THE INTERNET SITE <http://www.myartscouncil.org> OR THE DOWNLOADING FROM AND/OR PRINTING OF MATERIAL FROM SAID SITE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THIS SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.