Chalk it up to Play Participation Rules

RULES

• Chalk it up to Play is open to individuals of all ages

• Chalk it up to Play begins on June 21, 2019 and ends on August 22, 2019

• Participants must register online at www.playkettering.org. PRCA will post hints on the Play Kettering Facebook page to help participants locate where chalk drawings will be. There will be 10 chalk drawings in total created during the participation dates listed above. Participants must take at least 5 “selfies” with at least 5 of the different chalk art drawings commissioned for Chalk it up to Play, and send the photos through a private Facebook message to the Play Kettering Facebook account.

• All participants who correctly submit at least 5 “selfies” with at least 5 different chalk art drawings commissioned for Chalk it up to Play will win a $10 Orange Leaf gift card. Gift cards will be mailed to the address provided on the online registration form.

LEGAL TERMS AND CONDITIONS

Intellectual Property
All entries become the sole property of City of Kettering. All right and title to submitted photos belongs to the City of Kettering.

Additional Requirements, Terms, and Conditions

Purpose: The intent of this activity is to encourage physical activity and promote the City’s parks and recreational services and activities. The intent of this activity is not to create a traditional or designated public forum.

Entry Requirements: By registering to participate, you agree to the terms stated herein. To be considered a valid for purposes of this activity, submissions must meet the criteria specified in the rules above, and must only submit photos that align with the purpose stated above. Photos must not contain messages or depictions that appear to violate the intellectual property laws of another, include profanity, obscenity, nudity, sexually oriented content, portrayals of weapons or violence, illegal acts or substances, tobacco or alcohol, messages that solicit commerce or promote a private business; messages related to political, religious, rhetorical, or social campaigns; messages that include false, defamatory, slanderous, libelous, deceptive, harassing, fraudulent, or misleading language or symbols; or messages that demean an individual or group on the basis of race, color, religion, national origin, ancestry, gender, age, disability, or any other class protected by law. In the event your photo submission fails to adhere to the requirements stated herein, the City retains the right to refuse the photo and dispose of it.

Intellectual Property: All photo entries shall become the sole property of the City of Kettering. You agree that by submitting a photo for this activity, all intellectual property rights you may have related to the entry shall transfer to the City upon the submission date. Thus, the City shall have the right to use, adapt, alter, reproduce, distribute, advertise, promote, transfer, sell, display, or dispose of the entry by however means the City deems fit for its purposes. You agree to allow the City to include your name in relation to the creation of the entry on the City’s website, social media accounts, and any other City-owned medium. However, under no circumstances shall the City be obligated to use your entry or your name in any of the ways previously mentioned.

Warranties: By submitting a photo for this activity, you warrant that you are legally permitted to do so and that you accept the terms stated herein. You warrant that the photo was taken by you or authorized by you to be taken and does not, in any way, infringe upon the intellectual property rights or any other legal rights of another. You warrant that no part of your photo entry is the subject of any actual or potential claim, demand, action, or legal proceeding.
Limitation of Liability: By submitting your photo entry to this activity, you agree that the City, its elected officials, employees, agents, representatives, and volunteers shall not be liable to you for any actions, damages, claims, liabilities, costs, expenses or losses in any way arising out of or related to your participation in this activity.

Indemnification: You agree to indemnify and hold the City, its elected officials, employees, agents, representatives, and volunteers harmless against all loss, damage, liability, costs, and expenses (including legal costs) incurred by the City in relation to or arising out of your participation in this activity. You agree to pay all damages, costs, and expenses of the City, its elected officials, officers, employees, and agents in defending any action arising out of your participation in this activity.

Public Record: You understand that the City is subject to federal and state public records laws. Thus, by submitting an entry to this activity, any and all documentation, including your entry, may become public record.

Choice of Law. Any claims related to or arising out of your participation in this activity shall be governed by the laws of the State of Ohio, and you agree to submit to the non-exclusive jurisdiction of the courts in Montgomery County, Ohio

City Employee Participation: City employees and members of their immediate families are prohibited from winning any prize associated with this activity. “Immediate family” means a spouse residing in the City employee’s household and any dependent child.

Prizes. There shall be no substitution of prizes. Submissions after the end of the activity date listed above shall not be accepted.

Amendment: Amendments or modifications to these terms and conditions shall be void, unless agreed to in writing by an authorized representative of the City.

Waiver. The City’s waiver of a breach of any one term or condition stated herein shall not amount to a waiver of any other term or condition stated herein.