

By entering, each participant in the Photo Contest (“Participant”) agrees to indemnify, defend and hold harmless the Santa Clara Valley Open Space Authority (“Authority”) and its affiliates, directors, officers, employees, attorneys, agents, representatives and volunteers, from any and all third-party liability for any injuries, loss, claim, action, demand or damage of any kind arising from or in connection with the Photo Contest (collectively, "Losses"), including without limitation any third-party claim for copyright infringement or a violation of an individual’s right to privacy or publicity right. The Photo Contest is void where prohibited by law.

Participant is responsible for ensuring that he or she has the right to submit photos to Authority for the Photo Contest in accordance with the Photo Contest Rules. Participant agrees that any and all disputes that cannot be resolved with Authority, and causes of action arising out of or connected with this Photo Contest, shall be resolved individually, without resort to any form of class action, before a court of competent jurisdiction located in Santa Clara, California, which court shall apply the laws of the State of California without regard to rules of conflicts of law. IN ANY SUCH DISPUTE, PARTICIPANT SHALL NOT BE ENTITLED TO ANY PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ATTORNEYS’ FEES, OR ANY DAMAGES OTHER THAN PARTICIPANT’S ACTUAL OUT-OF-POCKET EXPENSES (IF ANY) ASSOCIATED WITH PARTICIPATING IN THE PHOTO CONTEST. PARTICIPANT HEREBY WAIVES ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR INCREASED. The Photo Contest and Authority’s website are provided "as is" without warranty of any kind, either express or implied.

Authority is not responsible for any incorrect or inaccurate information, whether caused by website users or by any equipment or programming associated with or utilized in the Photo Contest, or by any technical or human error that may occur in the processing of submissions to the Photo Contest, including but not limited to any misprints or typographical errors. Authority 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. Authority is not responsible for any problems or technical malfunction of any telephone network or lines, computer equipment, servers, providers, computer on-line systems, software, or failure of email on account of technical problems or traffic congestion on the Internet or at any website, including injury or damage to Participant’s or to any other person’s computer related to or resulting from participating or uploading images or information for the Photo Contest.

If, for any reason, the Photo Contest is not capable of completion as planned, including but not limited to, any reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of Authority that corrupt or affect the administration, security, fairness, integrity or proper conduct of the Photo Contest, Authority reserves the right at its sole discretion to cancel, terminate, modify or suspend the Photo Contest.