

NCC SPEAKEASY SILVERLINER CONTEST

Contest Rules

The National Constitution Center invites you to enter its contest called *NCC Speakeasy Silverliner* on Twitter and Facebook.

What to Enter:

The National Constitution Center is looking for your photos taken aboard the customized *NCC Speakeasy Silverliner* train car.

Term:

Submissions to the Contest can be tweeted on Twitter and tagged with the hashtag #NCCSpeakeasy OR uploaded to Facebook and tagged with “National Constitution Center” and “SEPTA” beginning at 12:01 AM Eastern Standard Time (EST) on October 25, 2012. The deadline for submitting entries is at 11:59 PM EST on April 28, 2013. By submitting an entry, each contestant agrees to the contest rules and the [Terms and Conditions](#) (link) and represents that he/she is 18 years old or older.

How to Enter:

Please upload photos taken on the NCC Speakeasy Silverliner to Twitter tagged with the hashtag #NCCSpeakeasy or to Facebook tagged with “National Constitution Center” and “SEPTA”. Mailed-in submissions will not be accepted. Submissions will be shared by the Center and SEPTA with their respective Facebook and Twitter communities. Submissions will immediately go live on the Center’s Facebook page. Photographs must be submitted in the contest in standard, high-quality, digital formats. There is no limit on the number of contestant submissions. The Center reserves the right to disqualify and remove any submission from its Facebook page at any time for any reason. All photographs that are digitally altered beyond limited optimization (e.g., cropping, reasonable adjustments to color, contrast, etc.) will be disqualified from the contest. Photographs and writings that violate or infringe upon another person’s rights including, but not limited to, copyright are not eligible. **NO PURCHASE IS NECESSARY.** Any purchase made at the Center will not improve any participant’s chances of winning.

Participant Eligibility:

The contest is open to ALL individuals who are at least 18 years of age with the exception of individuals affiliated with the National Constitution Center including its employees, trustees, officers, directors, distinguished scholars, interns, volunteers, and their immediate families (children, siblings, and spouses).

Competition and Prizes:

The Center will choose Contest winners at random from content uploaded to Facebook and Twitter and awarded a prize. The prize will be a Gift Pack consisting of two (2) general

admission tickets to the Center. No fewer than twenty (20) Gift Packs will be awarded over the duration of the contest. Additional prizes from third parties may also be awarded.

TERMS & CONDITIONS

1. By entering the contest entitled *NCC Speakeasy Silverliner* (“**Contest**”), You agree to the rules, terms, and conditions relating to the Contest (“**Agreement**”). You (“**You**,” “**Your**,” or “**Contestant**”) are submitting a work of authorship, namely photograph(s) (“**Work(s)**”) to the National Constitution Center (“**Center**”) in any manner and format specified by the Center for the Contest. By entering, You grant to the Center the perpetual, transferrable, royalty-free, non-exclusive right to use, exhibit, modify, copy, compile, display, and distribute the Work(s), or any portion thereof, in any manner and format, through any technical process whether now known or hereafter devised, solely in connection with the Contest, throughout the world for the full term of the copyright for the Work(s) (including any renewals or extensions thereof) under any present or future laws throughout the world, and all other rights relating to the use or depiction of the Work(s). Included among Your rights granted to the Center are the following throughout the world:
 - a. Without limiting any other rights granted to the Center, to use, display, distribute, modify, print and transmit, whether via cable, network, Internet, satellite, non-broadcast, or compact disc, or any process analogous thereto whether now known or hereafter devised, all or any part of the Work(s) or any portion or adaptation or version thereof, for the purposes of advertising and publicizing the Contest.
 - b. All granted rights, privileges, and property shall be cumulative, and You may exercise or use any or all said rights, licenses, privileges, and property simultaneously with or in connection with or separately and apart from the exercise of any other of said rights, licenses, privileges, and property by the Center. You expressly waive and release any moral rights which You may have in the Work(s) as it is used in connection with or incorporated into any Compilation and the rights granted hereunder.
2. You represent and warrant the following:
 - a. You have carefully read and fully understand the Agreement.
 - b. You have the full right, power, and authority to enter into and grant the rights hereunder and submit entries in the Contest according to the Agreement.
 - c. You are the exclusive owner of the Work(s) submitted hereunder and all rights thereto throughout the world.
 - d. This Agreement does not violate any agreement(s) You have with, or any right(s) of, a third party.
 - e. This Agreement is legal, valid, binding, and enforceable.

- f. You are at least 18 years old and have read, understood, and approve this Agreement.
 - g. The Center's exercise of rights in connection with the Work(s) will not violate or infringe upon any common law or statutory rights of any person, firm, or corporation, including, without limitation, contractual rights, copyrights, rights of privacy, and rights of publicity. For Work(s) in which a person is recognizable, You secured a release from the subject or, in the case of a minor, the subject's parent or guardian to the extent necessary.
3. You also grant to the Center a perpetual, royalty-free, irrevocable right to use, reproduce, modify, exhibit, and distribute throughout the world and solely in connection with the Contest your name, likeness, image, photograph, and/or personal story ("**Your Likeness**") in any and all manner, media, language, and format now known or hereafter devised, in whole or in part, as edited or artistically rendered, and otherwise altered.
 4. You agree that You have no right to receive any compensation or other consideration for participating in the Contest.
 5. You release the Center, the National Park Service ("**NPS**"), *the Southeastern Pennsylvania Transportation Authority ("SEPTA")*, and their respective owners, trustees, directors, officers, employees, agents, representatives, professional advisors, affiliates, licensees, assigns, and successors from, and will not assert against the Center, NPS and their respective trustees, directors, officers, employees, agents, representatives, professional advisors, affiliates, licensees, assigns, and successors, all present and future claims arising out of, or in connection with the Center's use of, the Work(s), under the terms of the Agreement in whole or in part and in any form or format, Your Likeness, including, but not limited to, claims relating to invasion of privacy, defamation, infringement of the right of publicity, and tortious injury.
 6. You agree that nothing in this Agreement obligates the Center to accept any Work(s) submitted in the Contest, or to use the Work(s), Your Likeness, or any other rights set forth herein. For clarity, You agree that the Center, at its sole discretion, may reject the Work(s) from entry in the Contest for any reason. The Center reserves the right at its sole discretion to cancel, modify, or suspend the contest for any reason at any time. The Contest is void where prohibited by law.
 7. You agree to indemnify, defend, and hold harmless the Center, NPS, *SEPTA*, Facebook, Twitter and their respective owners, trustees, directors, officers, employees, agents, representatives, professional advisors, affiliates, licensees, assigns, and successors, from and against any present and future claims, actions, damages, losses, penalties, liabilities, obligations, and expenses of every kind, whether or not presently known, suspected, liquidated, (including reasonable attorneys' fees, increased damages, and court costs) arising out of or in connection with: (a) any claim, demand, or action by a third party which is inconsistent with any of the warranties and representations You provide with this Agreement; (b) the

- Center's use of the Work(s), and (c) any claim, demand, or action by You related, directly or indirectly, to Your participation in the Contest. You hereby waive any right to injunctive and/or other equitable relief. You agree to reimburse the Center, NPS, *SEPTA*, Facebook and/or Twitter and their respective owners, trustees, directors, officers, employees, agents, representatives, professional advisors, affiliates, licensees, assigns, and successors on demand, for any payment made as a result of any indemnified damage, liability, costs, loss, or expense.
8. The Contest and the Center's Facebook page are provided "AS IS" and without any warranty of any kind, either express or implied. The Contest is not sponsored by, endorsed or administered by, or affiliated or associated with Facebook or Twitter. ALL Contest submissions are provided to the Center, not to Facebook or Twitter.
 9. In direct or indirect relation to Your participation in the Contest including as a result of uploading submissions to the Center's Facebook page, You agree that the Center has no responsibility or liability for (1) inaccurate information, whether caused by Internet users or by equipment or programming associated with or used in the Contest, or by any technical or human error that may take place during the course of uploading and processing Contest submissions, (2) errors, omissions, interruptions, deletions, defects, delays, theft or destruction or unauthorized access to, or alterations of submissions in the Contest, (3) technical malfunctions or failure of communications (wired or wireless), computer equipment and systems, servers, ISPs, software, email failures, Internet congestion, including any resulting damage to Your or any third party's computer, and (4) theft or destruction of, or unauthorized access to and use of, Your personal, financial, and/or confidential information.
 10. This Agreement shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without reference to its conflicts of law principles, and represents the entire understanding of the parties with respect to its subject matter.
 11. This Agreement may be changed or modified by the Center at any time.