



2023/2024 Contest Rules, Image-Submission Guidelines, and Terms of Use

The Maryland Photography Alliance (MPA) is a union of independent photography clubs that are located throughout the State of Maryland. The Alliance was formed for the benefit of its member clubs with a mission to promote collaboration, cooperation, and sharing resources.

This document explains how MPA will work with you to protect your rights as the creator and owner of any image you submit while allowing MPA to use your image to promote the MPA Photography Contest and MPA itself, if it so chooses.

MPA Member Participation

Photographers must be members in good standing in at least one MPA club. Photographers who belong to multiple MPA clubs may submit a maximum of two images for free. These photographers may also submit up to 2 additional images for \$10.

Non-MPA Member Participation

Photographers who are not members of at least one MPA club may submit up to four images at a cost of \$10 for up to the first two and \$10 for up to the additional two.

All Photographers

By submitting an entry, each participant agrees to the rules of the contest and states that the participant is of the age of majority in the participant's jurisdiction as is 18 years old or older.

Submitted-Image General Guidelines

- Images can have been taken at any time.
- Images must be JPG format. Only JPG images can be submitted.
- Image files should be flattened (no layers) and must be 8-bit files, either RGB or grayscale mode images.
- Maximum allowable digital size for each image is 5MB.
- Images cannot have watermarks or signatures of any kind.
- Images that received an award (1st, 2nd, 3rd, or Honorable Mention) in a previous MPA contest cannot be submitted again.
- Image Title format has no restrictions but should be appropriate to the photograph and the category.

Image Manipulation Rules

By virtue of submitting an image into an MPA Competition, the photographer asserts and agrees that:

- A photographic image is "a captured image on a light-sensitive device or surface (e.g., photogram technique, film camera, digital camera, smartphone, tablet, etc.)."
- An artificial intelligence (AI) generated image is not a photographic image because it was created from scratch by the AI system and contains no image captured by the entrant. This type of image will not be accepted into our competitions.
- Artificial Intelligence renderings generated via text prompt may not be used in whole or part in the creation of a submitted image.
- Using AI features contained within a post processing application are permitted in our competitions providing they comply with a competition's editing criteria and do not contain any elements which were not captured by the entrant (e.g., element, texture, sky, etc.).
- All aspects of the post-processing for the submitted image were undertaken by the photographer except for scanning his or her negatives.

- All components of the submitted image are the photographer's original work and do not contain elements created or captured by someone else; and as such the photographer holds and retains the copyright for the image.

For all potential winning images, MPA has the right to request and receive the original un-retouched JPEG or the RAW file and element files used to create a composite image. Failing to provide the requested files will result in the potential winning image being withdrawn from the competition and the competition results will be resorted. MPA reserves the right to withdraw an image before, during and after the 'day-of-judging' if it has been found to have failed to meet the conditions of the competition.

Image Ownership

By submitting an image to the contest, you are attesting that the photo was created solely by you, and that you permit the image to be displayed with attribution to you as the creator. You further attest that:

1. You are the owner of the image. You retain all rights, the title, and any other interest in the image. It is your responsibility to monitor and protect any intellectual property rights you may have in your image.
2. The image will not contain any watermarks such as: name of the image or name of the photographer or the name of the camera club.
3. Trademarks are permitted in an image. However, the trademark cannot be accepted if a "fair-minded-individual" is likely to mistakenly believe that the trademark owner sponsored a photograph.
4. You will obtain model releases as necessary.
5. You will not submit any image that:
 - a. Violates or infringes upon the rights of others. You cannot violate the copyright, trademark, patent, trade secret, moral right, or intellectual property or propriety right of any person or entity.
 - b. Encourages conduct that would constitute a criminal offense or give rise to a civil liability or violate any law.
 - c. Includes personally identifying information such as messages, phone numbers, social security numbers, account numbers, addresses, or employer references.
6. By submitting an image to MPA, you grant MPA the right to use the image as appropriate in operating or managing the contest, including promotional materials for MPA. If you want MPA to stop using your image at any time after that, you must contact MPA directly.
7. By submitting an image, you grant MPA the right to identify you as the creator of the image, if it is used in promotional materials related to the contest or to MPA. If, at any time, you want MPA to stop using your name or the image in promotional materials or media, you must contact MPA directly.
8. MPA has the right to monitor images and may refuse to post an image, and MPA may remove or disable access to any image as necessary.
9. You will not receive any compensation from MPA for the use of your image in the contest nor for the use of your image in any promotional materials for the contest or for MPA.
10. The submitted image does not violate or infringe upon any US law or regulation nor any material that could be conceived as a US criminal offence.
11. MPA and sponsors that are providing prizes are not responsible for any claims or liabilities related to the outcome of a competition or the violation or infringement of any US law or regulation.
12. If the copyright or other intellectual property rights of any third party are infringed, then the photographer indemnifies and holds harmless MPA and any associated sponsors against any claim for any losses arising as a result of such infringement.
13. MPA accepts no liability for any breach of copyright or trademark by the photographer as an entrant.
14. MPA is permitted to use and reproduce the copyright-protected image for noncommercial purposes such as: exhibitions, publications, promotions and for educational purposes.
15. MPA will seek the photographer's permission prior to including any image, if selected, in any gallery show.

Voting and Judges

No image replacement is permitted after the commencement of the judging process

Voting will be done by a panel of judges, the judging will be private, and the judges' scores and decisions are final and cannot be appealed.

MPA believes that any image can be submitted and that our judges know how to determine what is artistic and suitable for an award. A good photograph will compete well but is also subject to the prohibitions established in any gallery where contest winners will be displayed.

If you have questions about this contest, contact us a: contest@mdphotoalliance.org