

MidFirst Bank

2024 UCO Student Photography Contest

Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE OR PAYMENT WILL NOT INCREASE OR IMPROVE YOUR CHANCES OF WINNING.

1. ELIGIBILITY. The **UCO Student Photography Contest** (Contest) is only open to entrants who, as of the entry date, who are enrolled at the University of Central Oklahoma; and who are amateur (nonprofessional) photographers. Sponsor reserves the right to refuse consideration of entries submitted by photographers who earn compensation in exchange for photographic images, whether printed or digital. The Contest is void outside the eligible Contest territory and where prohibited or restricted by law. Employees, officers and directors of MidFirst Bank (Sponsor) and its parents, subsidiaries, affiliates (including, without limitation), divisions, advertising and promotion agencies, and the immediate families (defined as parents, spouses, children, siblings, grandparents and their respective spouses) or members of the same household (whether related or not) of each such employee, officer and director, are not eligible to enter.

2. TIMING. The Contest entry period begins at 12:01 a.m. Central Time (CT) on September 6, 2024, and ends at 5:00 p.m. CT on December 6, 2024 (the Entry Period).

3. HOW TO ENTER. There are two (2) ways to enter the Contest:

a. TO ENTER ELECTRONICALLY: During the Entry Period, submit your entry following the submission requirements to the applicable Box account by the end of the Entry Period. Include your first and last names as they should appear on the display of your photo, phone number, email address, classification and student ID number with your entry. Entries will only be accepted during the Entry Period.

b. TO ENTER BY MAIL: During the Entry Period, mail your entry, via flash drive, following the submission requirements to the UCO campus banking center by the end of the Entry Period with correct postage to UCO Student Photography Contest — Entry, c/o MidFirst Bank, Nigh University Center, 100 N. University Drive, Edmond, OK 73034. Include your first and last names, phone number, email address, classification and student ID number with your entry. All mail-in entries must be received by Sponsor during the Entry Period. No facsimiles, photocopied or mechanically reproduced entries allowed.

c. FOR ALL ENTRIES: LIMIT: One (1) entry per student (regardless of method of entry) in the Contest. All entries, regardless of method of entry, must be received by Sponsor during the Entry Period. Proof of mailing or in-person deposit will not be deemed proof of receipt of entry by Sponsor. All entries become the exclusive property of Sponsor, and none will be acknowledged or returned; provided however, copyright shall remain with the entrant as stated below. All entrants and entries subject to verification prior to the awarding of a prize, as are the eligibility, age and other claims of or information provided by a potential prizewinner. Entrants will cooperate with Sponsor and its representatives in connection with any and all verification activities.

SUBMISSION REQUIREMENTS: Entries must be an original photograph taken by the student entrant. Entries should be a 36" wide x 24" tall JPEG file at 300 dpi or higher resolution submitted to [Box](https://midfirst.app.box.com/f/51e6a11fd7b843439325812af5598bb9), at <https://midfirst.app.box.com/f/51e6a11fd7b843439325812af5598bb9>. Entries should be UCO-themed with campus elements, which may include a mascot, logo, building or other like element. Copyright will remain with the entrant; however, winning entrants grant Sponsor a nonexclusive license to display their entries as described herein. MidFirst Bank will display the winning photographs in the Nigh University banking center during the spring semester and as further set forth in Section 7 below.

d. All entries must follow the submission requirements below as applicable.

4. AGREEMENT TO OFFICIAL RULES AND DECISIONS. By participating in the Contest, each entrant fully and unconditionally agrees to be bound by and accepts these Official Rules and the decisions of Sponsor

(including, without limitation, decisions regarding eligibility of entries, the selection of entrants and the winner, and the awarding of the prize), which are final and binding in all respects.

5. NOTIFICATION. On or before **January 6, 2025**, a selection committee will select six (6) potential winners from among all eligible entries and notify the potential winners. The selection criteria for choosing the winners are: (1) Interpretation and clarity of theme, (2) Creativity and originality of the depicted theme, (3) Quality of art, (4) Overall impression of the art, and (5) Overall concept of the theme. The entrants selected as potential winners must comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. The potential winners will be notified by phone, mail, courier, in person, and/or email. If Sponsor does not hear from a potential winner within 48 hours of Sponsor's first contact, Sponsor may disregard such potential winner and select a new potential winner. The potential winners will be required to execute and return to Sponsor a notarized Affidavit of Eligibility, a Liability Release, and a Publicity Release (an Affidavit/Release) in the form(s) provided by Sponsor in order to claim his/her prize. The Affidavit/Release must be returned to Sponsor within forty eight (48) hours of the time Sponsor provides the Affidavit/Release to the potential winner. If the potential winner fails to return the Affidavit/Release within the specified time, or if any prize or prize notification is returned as undeliverable, or if the potential winner is found to be ineligible, or if the potential winner does not comply with the Official Rules, then the potential winner may be disqualified and an alternate winner selected by Sponsor in his/her place from among all eligible non-winning entries received by Sponsor for the Contest. In such event, an alternate potential prizewinner will be notified as described above and will be required to return the required documents to Sponsor as described above; provided however, Sponsor may alter the above timing to meet its Contest schedule and due to such schedule, Sponsor may be unable to award the prize in this Contest.

6. PRIZE. Subject to the terms and conditions of these Official Rules, six (6) prizes will be awarded in this Contest. The approximate retail value (ARV) of each prize is five hundred dollars (\$500), and the aggregate ARV of all prizes to be awarded in this Contest is three thousand dollars (\$3,000).

Each prize consists of and is limited to one (1) \$500 cash deposit to the winning student's UCO bursar account. Approximate retail value of the prize is \$500. If the winner(s) graduates prior to distribution of prize, the prize will be paid as a bursar credit or in such manner deemed appropriate by Sponsor.

Prize is nontransferable, unassignable, nonnegotiable and not redeemable for cash or credit. Prize must be accepted as awarded. Prize is awarded AS IS with no warranty, representation or guarantee, expressed or implied, in fact or in law, made by Sponsor or for which Sponsor shall be liable, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. No prize substitutions, except by Sponsor, who reserves the right (but has no obligation) to substitute a prize (or a component thereof) with another prize of equal or greater value (including cash) if the prize (or a component thereof) is not available for any reason as determined by Sponsor in its sole discretion. Unused components of the prize shall be forfeited and have no redeemable cash value. Winner is solely and fully responsible for any and all costs, fees, taxes, assessments and expenses associated with prize award, redemption, receipt and use, including, without limitation, all federal, state and local taxes on the prize. If applicable, winner will be issued an IRS Form 1099 for the actual retail value of the prize. Winners waive the right to assert as a cost of winning prize any and all costs of verification and redemption or travel to redeem the prize. Noncompliance with any of the foregoing and any other condition of this Contest may result in disqualification and forfeiture of prize, in which case, no consideration will be awarded. **LIMIT: One (1) prize per entrant in this Contest.**

7. PUBLICITY. Except where prohibited by law, participation in the Contest constitutes winner's consent to Sponsor's (and its designees', successors' and assignees') use of winner's entry image, name, biography, likeness, voice, photographs, video, opinions, statements, hometown, state and country for promotional purposes in any manner or media (including, without limitation, online), worldwide, in perpetuity, and without further payment, consideration, notice, review or consent. Each winner explicitly grants Sponsor and its third party service providers an unlimited, nonexclusive, worldwide license to use entrant's winning photograph in marketing campaigns for Sponsor, whether in print or digital, and to display the entrant's winning photograph in a MidFirst Bank banking center, all without further consideration or payment in any form and without further approval from the respective entrant. By entering a photograph in the Contest, each entrant certifies that the photograph is an original image and does not infringe upon the intellectual property rights of any person or entity, including but not limited to registered trademarks and copyrights.

8. GENERAL CONDITIONS. Sponsor reserves the right, in its sole discretion, to terminate, modify or suspend the Contest if, in Sponsor's opinion, there is any suspected or actual evidence of fraud, copyright infringement, plagiarism, electronic or non-electronic tampering with any portion of the Contest, or failures or any other factor beyond Sponsor's reasonable control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest. In such event, Sponsor reserves the right (but does not have the obligation) in its sole discretion to award prizes based on the Contest criteria set forth herein, from among eligible, non-suspect entries received up to the time of suspected impairment. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any website, hardware or software, or undermine the legitimate operation of this Contest is a violation of criminal and civil laws, and should such an attempt be made, Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision of these Official Rules.

9. RELEASE. By entering, each entrant forever and irrevocably releases and holds harmless Sponsor and its parents, subsidiaries and affiliates, and their respective agents, advertising and promotion agencies, affiliates, Contest partners and prize suppliers, and all of their respective employees, officers, directors, shareholders and agents from and against all claims, damages or liabilities arising in whole or in part, directly or indirectly, from entrant's participation and/or entry in the Contest and/or entrant's award, receipt or use of any prize awarded in the Contest.

10. LIMITATIONS OF LIABILITY. Sponsor is not responsible for: (a) incorrect or inaccurate transcription of entry information or late, lost, stolen, unintelligible, illegible, damaged, mutilated, altered, incomplete, misdirected or postage due entries or entries received through impermissible or illegitimate channels, all of which will be disqualified; (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online systems, computer equipment, website, server provider, network, hardware or software; (c) the unavailability or inaccessibility of any website or service; (d) unauthorized intervention in any part of the entry process or the Contest; (e) printing, typographical, electronic or human errors which may occur in the offer or administration of the Contest or the processing of entries; or (f) any injury or damage to persons or property, including but not limited to entrant's computer, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest, or from viewing, playing or downloading any material from Sponsor's website(s), regardless of whether the material was prepared by Sponsor or a third party, and regardless of whether the material is connected to Sponsor's websites by a hypertext link.

11. DISPUTES. Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in federal or state courts located in Oklahoma City, Oklahoma; entrant submits to sole and exclusive personal jurisdiction to said courts in the state of Oklahoma for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant or Sponsor in connection with the Contest shall be governed by, and construed in accordance with, the laws of the state of Oklahoma, without giving effect to any choice of law or conflict of law rules of provisions (whether of the state of Oklahoma, the United States, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state of Oklahoma.

12. DATA COLLECTION. Entrants provide personal information to Sponsor and its designees when they enter the Contest. Sponsor and its designees collect this information and use it to (a) administer this Contest and (b) for market research and for other marketing purposes. Sponsor and its designees may share this information with third parties who need access to this information to perform services on Sponsor's behalf. Sponsor may also share this information with select marketing partners who may use it to contact you with information and offers they believe

will be of interest to you. In the event of any conflict between the Privacy Policy and these Official Rules, these Official Rules shall govern.

13. OFFICIAL RULES. These Official Rules are available at midfirst.com/officialrules, at the Contest entry location (while supplies last) or by sending a self-addressed postage-stamped envelope to UCO Student Photography Contest – Rules Request, c/o MidFirst Bank Nigh University Center, 100 N. University Drive, Edmond, OK 73034.

14. WINNER’S LIST. To request a list of the Contest winners, send a self-addressed postage-stamped envelope to UCO Student Photography Contest - Winner List Request, c/o MidFirst Bank Nigh University Center, 100 N. University Drive, Edmond, OK 73034. Requests must be received by February 1, 2025.

15. SPONSOR. The sponsor of the Contest and the address at which the Sponsor may be contacted is MidFirst Bank Nigh University Center, 100 N. University Drive, Edmond, OK 73034.