



North Lake Tahoe Eats Photo Contest Rules:

This contest ends on Date TBD. No purchase necessary. A winner will be chosen randomly, and North Lake Tahoe will direct message you if you have won. If you don't respond within 24 hours another winner will be chosen. Must be 18 or older to enter. North Lake Tahoe may change the direction of the contest at will. This giveaway is in no way affiliated with Instagram. Good luck!

Terms and Conditions

1. Participant Agreement

By entering into this Agreement and granting permission to the North Lake Tahoe Marketing Cooperative, a d.b.a. of the North Lake Tahoe Resort Association (North Lake Tahoe) to use your Content, you hereby agree to grant North Lake Tahoe and its partners license rights to use your Content as outlined in these terms and conditions. North Lake Tahoe also agrees to abide by these terms and conditions. You acknowledge that these terms and conditions constitute legally enforceable promises that you are making to North Lake Tahoe and its partners and you also acknowledge that North Lake Tahoe is relying on your promises to conduct its business and will incur expenses in doing so. Please read the terms and conditions of this Agreement carefully.

2. Allowable Participants

You must be 18 years of age or older and have the legal right to enter into this Agreement and to grant the rights to use your Content, as outlined in these terms and conditions, to North Lake Tahoe and its partners.

3. Ownership of Content

You warrant that the image, video, audio, graphics, text, or code ("Content") shall be free and clear of any claim, right or encumbrance that would limit or restrict the rights granted to North Lake Tahoe and its partners in these terms and conditions and that the use of the Content by North Lake Tahoe, in accordance with the rights granted to North Lake Tahoe shall not violate any copyright, trademark, moral right, right of privacy or right of publicity, or infringe or misappropriate any intellectual property rights of any third party. You warrant that you have all the necessary rights, title and interest to grant the rights set forth in these terms and conditions to North Lake Tahoe and its partners.

4. Model releases

You warrant that you have obtained model releases for all individuals who appear in the Content, including children under eighteen years of age where release is obtained from their parent or guardian.

5. Voluntary Assignment of Rights

You warrant that you are voluntarily providing North Lake Tahoe and its partners with the rights to use your Content according to these terms and conditions and will not receive any compensation or payment from North Lake Tahoe or its partners for these rights. Neither you nor your successors, heirs, legal representatives and assigns will receive or solicit payment for such rights at any point in time.

6. Rights to Use Content

You hereby grant to North Lake Tahoe and its partners a non-exclusive, perpetual, worldwide, sub licensable, royalty-free license to use, access, load, download, store, install, copy, publish, distribute, communicate, exhibit, produce, reproduce, print, broadcast, display, sub-license and/or assign (hereinafter to “use” or “make use”) the Content for non-commercial purposes. North Lake Tahoe is under no obligation to use the Content. All rights for use of the Content granted to North Lake Tahoe in this Agreement are applicable in any and all media, including but not limited to print, electronic and digital media for advertising, marketing, promotion, education, publicity, public relations and/or editorial purposes. Except for North Lake Tahoe’s license rights contained in this Agreement, you continue to own all rights in and to the Content. To the extent your Content contains other materials or elements owned by North Lake Tahoe or any third party licensors, such as characters or other elements protected by copyright, trademark or other laws, your rights to make use of the Content will continue to be governed by and may be limited by other applicable laws, the rights of third parties and North Lake Tahoe.

7. Credit for Content

North Lake Tahoe and its partners shall exercise reasonable efforts to include credit to you when using the Content, provided that the details such as your name and/or social media identity (handle) are included by you. You voluntarily agree to waive all moral rights in favor of North Lake Tahoe and its partners and under no circumstance shall a failure to include credit by North Lake Tahoe its partners, directors, officers, agents, employees or sub licensees constitute a breach of this Agreement.

8. Indemnification

You shall at all times indemnify and hold harmless North Lake Tahoe, its partners, directors, officers, agents, employees and any others for whom it may be responsible in law, from and against all losses, claims, demands, awards, judgments, actions and proceedings by whomsoever made, brought or prosecuted, resulting from or arising out of, attributable to or in any way connected with this Agreement and whether or not caused by your negligence, including without limitation any actions brought by third parties alleging infringement or misappropriation of intellectual property rights in and to the Content, except to the extent to which such loss or damage has arisen out of North Lake Tahoe’s negligence. You further agree that neither you nor your successors, heirs, legal representatives and assigns will commence proceedings against North Lake Tahoe and its partners regarding copyright or moral rights in the Content.

Governing Law

You shall comply with all laws applicable to the performance of your obligations under this Agreement. You agree that all matters relating to this Agreement shall be interpreted in accordance with the laws applicable in the State of California, without reference to its conflict of law provisions, and the parties agree to the exclusive jurisdiction of the Courts of Placer County, California. This Agreement shall ensure to the benefit of, and be binding upon, the successors, heirs, legal representatives and assigns of each of North Lake Tahoe and you, as applicable.