

WELS ARCHIVES PHOTO SUBMISSION TERMS AND CONDITIONS

The Wisconsin Evangelical Lutheran Synod, along with its subsidiaries and affiliates, including the WELS Church Extension Fund, Northwestern Publishing House, Wisconsin Lutheran Seminary, Martin Luther College, Michigan Lutheran Seminary, Luther Preparatory School, WELS Historical Institute, WELS Benefit Plans, WELS Foundation, and WELS Investment Funds (collectively “**WELS**”) is collecting images for upcoming books, publications, and online and social media posts for the synod’s 175th anniversary. The terms and conditions (“**Terms and Conditions**”) govern the submission of images by a submitter (“**Submitter**”) to WELS.

Submitter may submit historical photos from WELS’s congregations, schools, and individuals, for instance, photos of churches, schools, congregational groups and gatherings, and ministry activities and events (the “**Submissions**”). Examples include:

- Church buildings (interior or exterior)
- School buildings and classroom settings (elementary, area Lutheran high schools)
- Congregational groups (Ladies’ Aid, youth groups, men’s clubs, choirs, etc.)
- Congregational events (e.g., church picnics, members working on a building project, vacation Bible schools from the 1950s or 1960s, youth group meetings, general fellowship events)
- District conventions (especially founding conventions or early meetings)
- Called workers (candid action photos are best)
- Historical photos from mission fields

HOW TO SUBMIT. Submitters must submit Submissions via the website (<https://gf.wels.net/175-photos/>).

By providing a Submission, the Submitter represents, acknowledges, and warrants that:

- the Submission is an original work created solely by the Submitter and owned solely by the Submitter (for example, the Submission may not include photos or other content pulled from the internet);
 - the Submission does not violate, conflict with, or infringe upon, any rights of any nature whatsoever, including, without limitation, copyrights, trademarks, moral rights, rights of privacy/publicity, or intellectual property rights of any person or entity or any laws;
 - the Submission has not been and will not be copied in whole or in part from any other work;
 - the Submitter has the sole and exclusive and the free and unencumbered right to submit the images, and the Submitter has the full authority to grant the rights granted hereunder;
 - no other party has any right, title or claim or interest in the Submission;
 - Submitter has not made and will not make any contracts or commitments that will interfere with the exercise of WELS’s rights described herein;
 - all identifiable individuals appearing in or referenced in a Submission must have provided their consent (or the parent/legal guardian of the minors have provided consent) for submission of a Submission and use of such Submission;
 - in WELS’s sole discretion, anyone referenced by name or shown in a Submission (or the parent/legal guardian of any minors) may be required to execute and return consent forms/releases confirming the representations, warranties and grants of rights contemplated in the Terms and Conditions; and
 - Submitter will indemnify WELS, and anyone claiming from or through WELS, against any and all claims, liability, losses, costs, expenses (including reasonable attorneys’ fees), damages or recoveries (including payments made in settlement, provided Submitter has consented thereto in writing) caused by or arising out of any breach or non-performance of representations or warranties made by Submitter under any provisions of the Terms and Conditions.
- **Each submission must include:**
 - Submitter’s full name, mailing address, email address, and optional telephone number,
 - City and State where the image was captured, and
 - A description of the image, including any names of persons in Submission, if any.
 - Submission images must be submitted in pdf, doc, docx, jpg, jpeg, png, or gif formats at high resolution. RAW, PSD, or TIFF images will not be accepted.

SUBMITTER ACKNOWLEDGES THAT HE/SHE HAS READ OR HAD READ TO HIM/HER THESE TERMS AND CONDITIONS AND IS IN AGREEMENT WITH THEM AND AGREES TO HIS/HER FULL AND UNCONDITIONAL AGREEMENT TO AND ACCEPTANCE OF THESE TERMS AND CONDITIONS.

WELS will review the Submissions and User Content (defined below) and determine, in WELS's sole discretion, whether not to use the Submission.

PERMISSIONS AND RIGHTS GRANTED. By submitting a Submission, Submitter agrees to the following terms set forth in this paragraph. The Submission, as well as written text, images, location information, and other content provided, is considered "**User Content**". Submitter represents and warrants that Submitter has received permission for the use of the likeness and image of all identifiable people AND locations appearing in the Submission and grants to WELS the rights contemplated in these Terms and Conditions. Submitter retains the copyright to all User Content and Submissions submitted. Upon submission, Submitter irrevocably grants and licenses to WELS and its designees a transferable, worldwide, non-exclusive, royalty-free, and sub-licensable license to host, use, store, transfer, display, adapt, alter, edit, create derivative works, publicly perform, exhibit, reproduce, modify, translate, transmit, broadcast, exploit, sell, rent, license, distribute, and otherwise use, and permit others to use his/her User Content (in whole or in part) and Submissions (in whole or in part) in any media formats (now known or hereafter developed) and through any media channels (now known or hereafter developed), in perpetuity throughout the universe without any further consent from or any royalty, payment, or other compensation to Submitter. Submitter understands that WELS will not pay for any use of the Submitter's User Content or Submission and that their User Content or Submission will be made available to WELS for their use, including commercial use, such as sale of books. Submitter shall not have any approval rights regarding WELS's use of User Content or Submission. WELS shall have the right to use Submitter's name and city and state of residence.

RELEASE. AS A CONDITION OF SUBMITTING AN IMAGE, EACH SUBMITTER HEREBY WAIVES ALL RIGHTS AND RELEASE WELS FROM ANY CLAIM OR CAUSE OF ACTION, WHETHER NOW KNOWN OR UNKNOWN, OF ANY KIND, INCLUDING BUT NOT LIMITED TO DEFAMATION, INVASION OF RIGHT TO PRIVACY, PUBLICITY OR PERSONALITY OR ANY SIMILAR MATTER, RELATING TO THE PROMOTION, THE OPERATION THEREOF, OR ANY SUBMISSION, OR BASED UPON OR RELATING TO THE USE AND EXPLOITATION OF THE SUBMISSION AS CONTEMPLATED HEREIN, EITHER INTENTIONALLY OR OTHERWISE.

ADDITIONAL TERMS. These Terms and Conditions constitute the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of these Terms and Conditions is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect the enforceability of any other term or provision of these Terms and Conditions or invalidate or render unenforceable such term or provision in any other jurisdiction. These Terms and Conditions are binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. These Terms and Conditions and all matters arising out of or relating to the Submission are governed by the laws of the state of Wisconsin, without giving effect to any conflict of laws provisions thereof. All disputes arising out of or connected with any Submission will be resolved individually, and without resort to class action.