

## **OFFICIAL WORLDWIDE “INTERNATIONAL PHOTOGRAPHY CONTEST FOR KIDS” RULES 2012**

### **SPONSOR**

Sponsor is National Geographic Society, 1145 17<sup>th</sup> Street, N.W., Washington, D.C. 20036-4688, USA (“Sponsor” or “NGS”).

### **TERM**

The Worldwide International Photography Contest for Kids (“Contest”) begins November 1, 2012 and ends December 21, 2012. Information on how to enter and prizes form part of these official rules (“Official Rules”). By submitting an entry, each entrant agrees to the Official Rules and warrants that their entry complies with all requirements set out in the Official Rules. This is a skill based contest and chance plays no part in the determination of winners.

### **WHO MAY ENTER**

Contest is open only to those individuals who have been selected as First Place winners in the local International Photography Contests for Kids conducted by National Geographic publishers in various countries around the world during the period from June 1, 2012, through October 31, 2012 (“Local Contests”). For a list of participating local contests, visit [kids.nationalgeographic.com/kids/contests/photo-contest-rules/](http://kids.nationalgeographic.com/kids/contests/photo-contest-rules/).  
CONTEST IS VOID WHERE PROHIBITED.

### **HOW TO ENTER**

Winners of the First Place prizes in each of the four categories of the Local Contests (Animals; Scenery; People; and Humor) (the “Categories”) will (subject to meeting the Photograph and Eligibility requirements set forth in these Official Rules) automatically be entered into this Contest with the winning photograph from the Local Contest (each a “Photograph”). The Sponsors of each Participating Local Contest will automatically submit the winning First Place photos in each of the four Categories to Sponsor for entry into this contest. No responsibility is assumed for lost, late or misdirected entries or for the failure of the Sponsor of a local contest to submit a winning Photograph into this Contest. This Contest is closed to all other participants. Each entry must comply with the following requirements (the “Photograph Requirements”):

- Online entries must be 5 megabytes or smaller, must be in JPEG or JPG format, and must be at least 1,600 pixels wide (if a horizontal image) or 1,600 pixels tall (if a

vertical image). Digital entries need not be taken with a digital camera; scans of negatives, transparencies, or photographic prints are acceptable.

- Mailed entries must be color or black-and-white prints, any size up to 8" x 10". Name of entrant, category of entry, address (with country) of entrant's parent or guardian, and phone number of entrant's parent or guardian should appear on back of print. Disks or negatives are not acceptable.
- Original transparencies and negatives, or in the case of digital images a minimum 5"x7" 300 dpi (9m) jpeg of the winning photographs must be available to NGS so they can be published. Do not send in transparencies, negatives, or disks to accompany the photographs.
- Photographs taken with digital camera or conventional films are eligible.
- Minor burning, dodging and/or color correction is acceptable. Cropping is acceptable, as are fish-eye lenses. Any changes to the original photograph not itemized here are unacceptable and will render the photograph ineligible for a prize.
- Mounted or framed photographs are not acceptable.
- Photographs must be taken not more than three (3) years before the date of entry.

The entrant must be the photographer him or herself. The photograph must be an original work created by the Contest entrant. By entering the Contest, entrant represents, acknowledges and warrants that the submitted Photographs are original works created solely by the entrant and that no other party has any right, title, claim or interest in the photographs.

Obscene, provocative, or otherwise objectionable content will not be considered, and such determination is solely at the discretion of Sponsor.

- The entries in each Category will be judged separately, in accordance with the Judging Criteria, as defined below.
- Limit one entry per person per Category.
  - Any entrant whose Photograph does not meet the Photograph Requirements may be disqualified in the sole discretion of the Sponsor notwithstanding the fact that the Photograph was selected as a winner in the Local Contest.

### ***CONTEST PRIZE***

THE POTENTIAL WINNERS (AND THEIR RESPECTIVE PARENTS OR LEGAL GUARDIANS) ARE REQUIRED TO EXECUTE THE FOLLOWING: (1) AN

AFFIDAVIT OF ELIGIBILITY AND LIABILITY RELEASE; (2) WARRANTY OF OWNERSHIP AND LICENSE; (3) PUBLICITY RELEASE; AND (4) ANY OTHER AFFIDAVITS, DECLARATIONS AND/OR RELEASES OR ADDITIONAL DOCUMENTS THAT MAY BE REQUIRED BY PRIZE SUPPLIER(S). UNLESS PROHIBITED BY LAW, THE POTENTIAL WINNER (AND PARENT/LEGAL GUARDIAN) MUST SIGN THESE DOCUMENTS NO LATER THAN 15 DAYS FROM THE DATE OF RECEIPT OF PRIZE NOTIFICATION IN ORDER FOR SPONSOR TO AWARD THE PRIZE. NONCOMPLIANCE OR RETURN OF PRIZE NOTIFICATION AS UNDELIVERABLE MAY RESULT IN DISQUALIFICATION AND, AT SPONSOR'S DISCRETION, SELECTION OF AN ALTERNATE WINNER.

One (1) Grand Prize Winner will be selected. The Grand Prize consists of a trip to National Geographic Society headquarters in Washington, D.C. for the winner and his or her parent or legal guardian for five (5) days and four (4) nights, including round-trip coach air transportation to and from the major airport closest to winner's home, double occupancy hotel accommodations for four (4) nights, an awards ceremony and luncheon, a US\$50 gift certificate to the National Geographic Store, and US\$460 in spending money. All other expenses are the responsibility of Grand Prize Winner. Trip must be taken between February 1, 2013, and January 31, 2014. Guest accompanying the winner must sign the liability and publicity release described below. Approximate Retail Value ("ARV") of Grand Prize is \$3,700. Tips, taxes, insurance (including travel insurance) and all other expenses associated with acceptance and use of the Grand Prize not stated herein are the sole responsibility of Grand Prize Winner and his/her travel companion. All prize details are at Sponsor's sole discretion.

- Retail value of Grand Prize may vary depending on location of Winner's residence. Any difference between actual retail value of prize and the approximate retail value will not be awarded.
- If Grand Prize winner is unable to travel with a parent or legal guardian on dates available for the trip, then, at Sponsor's discretion, an alternate Grand Prize Winner may be selected based on the judging criteria below.
- Grand Prize Winner and his/her travel companion must travel together on the same itinerary. Certain restrictions may apply. Grand Prize Winner and his/her travel companion will be responsible for all necessary travel authorizations and travel insurance. Travel arrangements will be made through the National Geographic Society. By accepting the Grand Prize, Winner and his/her parent or legal guardian represent that they understand that travel, whether in developed or remote areas and whether by plane, automobile, boat, raft, or other conveyance, or by foot, on land or water, and in the air, contains some inherent element of risk of accident, illness, injury, loss or death, which may be caused by negligence, forces of nature, wild animals or other agencies, known or unknown. Winner and his/her parent or legal guardian represent that they recognize that such risks may be present at any time before, during and after the trip. In order to be considered a Winner and partake of the enjoyment of this Grand Prize trip, potential Winner

and his/her parent or legal guardian must be willing to accept the risk, and to confirm their acceptance to such risk in writing at Sponsor's request.

- No prize transfer, assignment or substitution by winner permitted. If a prize (or part of a prize) is unavailable, the Sponsor, in its discretion, reserves the right to substitute the original prize (or that part of the prize) with an alternative prize to the equal or greater monetary value and/or specification, unless to do so would be prohibited by law.
- If for any reason whatsoever a winner does not take the prize (or any part of the prize) on the dates and times stipulated by the Sponsor, then the prize (or that part of the prize) will be forfeited by the winner and neither cash nor kind will be awarded in lieu of the prize (or that part of the prize).

## **JUDGING**

Contest consists of one (1) round of evaluation. A panel of National Geographic experts ("Judges") will evaluate all eligible entries based on the following criteria ("Judging Criteria"):

- (1) Creativity 50%
- (2) Photographic quality 50%

In the event of a tie, the tied entries will be re-submitted to the Judges for a re-judging between the tied entries alone. In the event that a tie remains after the re-judging, the entry with the highest score in the creativity criteria will be declared the winner.

Judging will take place on or about January 9, 2013 and parents/legal guardians of the selected entrants will be notified on or about January 14, 2013. Decisions of the Judges are final and binding.

## **LICENSE**

By entering the Contest, all entrants (and their respective parents and legal guardians) grant a royalty-free, irrevocable, perpetual, non-exclusive license to National Geographic Society, its designees and licensees ("Authorized Parties"), to reproduce, distribute, display and create derivative works of the entries (along with a name credit) in connection with the Contest and promotion of the Contest, in any media now or hereafter known, including, but not limited to: Display at a potential exhibition of winners; publication of a book featuring select entries in the Contest; publication in National Geographic Kids Magazine or online highlighting entries or winners of the Contest. Entrants consent to the Sponsor doing or omitting to do any act that would otherwise infringe the entrant's "moral rights" in their entries. Display or publication of any entry on an Authorized Party's website does not indicate the entrant will be selected as a

winner. Authorized Parties will not be required to pay any additional consideration or seek any additional approval in connection with such use. Additionally, by entering, each entrant grants to Authorized Parties the unrestricted right to use all statements made in connection with the Contest, and pictures or likenesses of Contest entrants, or choose not to do so, at their sole discretion. Authorized Parties will not be required to pay any additional consideration or seek any additional approval in connection with such use.

### **THIRD PARTY RELEASES**

- If the photograph contains any material or elements that are not owned by the entrant and/or which are subject to the rights of third parties, and/or if any persons appear in the Photograph, the entrant is responsible for obtaining, prior to submission of the photograph, any and all releases and consents necessary to permit the exhibition and use of the photograph in the manner set forth in these Official Rules without additional compensation. If any person appearing in any photograph is under the age of majority in their state/province/territory of residence the signature of a parent or legal guardian is required on each release.
- Upon Sponsor's request, each entrant must be prepared to provide (within 7 calendar days of receipt of Sponsor's request) a signed release from all persons who appear in the photograph submitted, and/or from the owner of any material that appears in the photograph entry, authorizing the Authorized Parties to reproduce, distribute, display and create derivative works of the photograph in connection with the Contest and promotion of the Contest, in any media now or hereafter known, including, but not limited to: display at a potential exhibition of winners; publication of a book featuring select entries in the Contest; and publication in National Geographic Kids Magazine or online highlighting entries or winners of the Contest. All releases must be in the form provided by Sponsor. Failure to provide such releases upon request may result in disqualification at any time during the Contest and selection of an alternate winner. (Download the personal release).
- Similarly, upon Sponsor's request, each entrant must be prepared to provide (within 7 calendar days of receipt of Sponsor's request) a signed written license from the copyright owner of any sculpture, artwork or other copyrighted material that appears in the photograph entry, authorizing any Authorized Party to reproduce, distribute, display and create derivative works of the entry in connection with the Contest and promotion of the Contest, in any media now or hereafter known, including, but not limited to display at a potential exhibition of winners; publication of a book featuring select entries in the Contest; and publication in National Geographic Kids Magazine or online highlighting entries or winners of the Contest. All releases must be in the form provided by Sponsor. Failure to provide such releases upon request may result in disqualification and selection of an alternate winner. (Download the artist release).
- Finally, upon Sponsor's request, each entrant must be prepared to provide (within 7 calendar days of receipt of Sponsor's request) a signed written license from the owner of any private property included in the photograph entry, authorizing any

Authorized Party to reproduce, distribute, display and create derivative works of the entry in connection with the Contest and promotion of the Contest, in any media now or hereafter known, including, but not limited to display at a potential exhibition of winners; publication of a book featuring select entries in the Contest; and publication in National Geographic Kids Magazine or online highlighting entries or winners of the Contest. All releases must be in the form provided by Sponsor. Failure to provide such releases upon request may result in disqualification and selection of an alternate winner. (Download the location release).

- For the purposes of these Official Rules, the entrant will be deemed to be in receipt of Sponsor's request or notification, (a) in the event that Sponsor sends the request by postal mail, five business days after the request was sent by Sponsor, or (b) in the event that Sponsor sends the request by e-mail, on the day that the e-mail was sent by Sponsor. For greater certainty, the entrant will be deemed to be in receipt whether notification or request is sent to entrant him/herself or his/her parent or legal guardian.

## **LIMITATION OF LIABILITY**

By entering this Contest, entrants agree to release, discharge and hold harmless National Geographic Society and its partners, affiliates, subsidiaries, advertising agencies, agents and their employees, officers, directors, and representatives from any claims, losses, and damages arising out of their participation in this Contest or any Contest-related activities, including travel, and the acceptance and use, misuse, or possession of any prize awarded hereunder.

## **CONDITIONS**

This Contest is VOID WHERE PROHIBITED. Entrants agree that this Contest shall be subject to and governed by and subject to the laws of the District of Columbia and the forum for any dispute shall be in the District of Columbia, United States of America. To the extent permitted by law, the right to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or on connection with this Contest are hereby excluded and any entrant expressly waives any and all such rights. Certain restrictions may apply. Entries void if the Sponsor determines the photograph to not be an original, or if the entries are illegible, incomplete, damaged, irregular, altered, counterfeit, produced in error or obtained through fraud or theft.

Entrants also agree (a) to be bound by these Official Rules; (b) that the decisions of the Judges are final and binding with respect to all matters relating to the Contest; and (c) if the entrant wins that Sponsor may use the winning photographs and each winner's name, photograph, likeness, and/or voice in any publicity or advertising relating to the Contest or future promotions without compensation or approval (except in Tennessee and where

prohibited by law). All federal, state/provincial/territorial and local taxes (whether foreign or domestic, and including income, sales, and import taxes), fees and surcharges on prizes are the sole responsibility of the prize winners. In the event that the selected winner(s) of any prize are/is ineligible or refuses the prize, the prize will be forfeited and Sponsor, in its sole discretion, may choose whether to award the prize to another entrant.

The Sponsor reserves the right to verify the validity and originality of any entry and/or entrant (including an entrant's identity and address) and to disqualify any entry that is not in accordance with these Official Rules. Failure by the Sponsor to enforce any of its rights at any stage does not constitute a waiver of those rights.

### **RIGHT TO CANCEL OR SUSPEND CONTEST**

If for any reason the Contest is not capable of running as planned, due to causes beyond the control of NGS that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, NGS reserves the right, at its sole discretion, to disqualify any individual(s) who tamper with the entry process, and/or to cancel, terminate, modify, or suspend the Contest. If Sponsor elects to cancel or terminate the Contest, Sponsor will not retain any rights in the submitted photographs.

### **WINNERS LIST**

Entrants are responsible for complying with these Official Rules. Winner's first and last name, and city of residence will be available online at [kids.nationalgeographic.com/kids/contests/photo-contest-rules/](http://kids.nationalgeographic.com/kids/contests/photo-contest-rules/) after January 31, 2013. For names of winners send a self-addressed, stamped envelope to International Photography Contest for Kids Worldwide Winners, National Geographic Society, 1145 17th St. NW, Washington, DC 20036, attn: Jennifer Jones (Residents of Vermont and Canada need not include postage.)

### **DATA PRIVACY**

Entrants agree that personal data, especially name and address may be processed, shared and otherwise used for the purposes and within the context of the Contest and any other purposes outlined in these Official Rules. The data may also be used by the Sponsor in order to verify the participant's identity, postal address and telephone number or to otherwise verify the participant's eligibility to participate in the Contest. Participants have the right to access, review, rectify or cancel any personal data held by Sponsor by writing to Sponsor at 1145 17<sup>th</sup> St., N.W., Washington, D.C. 20036.

**NOTICE TO INDIVIDUALS: REMOVAL FROM MAILING LIST:** Any individual (or other duly authorized person) may elect to exclude the name and address of that individual from all lists used by National Geographic Society to mail skill contests or sweepstakes. To elect to have an individual's name excluded from all such lists, submit a removal request in writing to: National Geographic Society, Kids International Photo

Contest, Attention: Jennifer Jones, 1145 17<sup>th</sup> Street, NW, Washington, DC 20036-4688.  
This notification system may be used to prohibit mailing of all skill contests or sweepstakes by National Geographic Society to such individual.

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