

National Geographic Energizer Ultimate Photo Contest 2011

OFFICIAL RULES

1. Sponsor

NGHT, LLC, d/b/a National Geographic Digital Media, 1145 17th Street N.W., Washington D.C., DC 20036-4688, USA ("Sponsor" or "NG").

2. Term

Entry into the National Geographic Energizer Ultimate Photo Contest (the "Contest") begins on May 17, 2011, at midnight (12:00:00 a.m.) Eastern Time ("ET") and ends on June 30, 2011, at 11:59:59 p.m. ET (the "entry period"). The Contest consists of the phases set forth below, as described fully in these Official Rules.

Submission (online only)	5/17/11 - 6/30/11
Judging	on or about 7/1/11 - on or about 7/31/11
Voting	on or about 8/15/11 - on or about 9/15/11

Sponsor's computer is the official time-keeping device for the Contest.

3. Eligibility

Contest is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old (19 years old if a resident of AL or NE; 21 years old if a resident of DC, NY or MI) and who have internet access and photo capturing capabilities as of 5/17/11. Employees, officers and directors of Sponsor, Energizer Battery, Inc. ("Energizer"), their respective parent and affiliate companies and advertising and promotion agencies, as well as members of the immediate families (spouses, parents, siblings and children, and each of their respective spouse, regardless of where they reside) or households (whether related or not) of any of the above are NOT eligible to participate. The Contest is subject to all applicable federal, state, and local laws and regulations. Void outside the 50 United States and the District of Columbia and where prohibited. Entrants are responsible for complying with these Official Rules.

4. How to Enter

NO PURCHASE IS NECESSARY, AND A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. To enter, visit www.nationalgeographic.com/energizer and follow the links and instructions

to complete the registration form and upload a photograph that illustrates one (1) of the following six (6) themes (each a "Theme"):

1. Animals/Wildlife
2. Nature/Weather
3. Travel/Culture
4. Arts/Music
5. Family/Community
6. Action/Energy

Each entrant may submit entries in any Theme category he/she wishes and may submit entries at different times during the entry period, but no entrant may submit more than one (1) entry per Theme (6 total submissions allowed per entrant). A single email address may be used by only one entrant; entries by additional entrants using the same email address will be disqualified. If an entrant exceeds any of these limits, all of that entrant's entries will be disqualified.

No photos will be acknowledged or returned. By entering a photo in this Contest, Entrant grants a nonexclusive, transferable, royalty-free, worldwide license to Sponsor and Energizer to edit, adapt and publish such photo in connection with the Contest and promotion of the Contest, and Sponsor may use the photo in connection with the Contest and promotion of the Contest for advertising, marketing and promotional purposes in commerce and in any and all media now known or hereafter known throughout the world in perpetuity, without attribution, compensation, permission or further notification to the entrant, his/her successors or assigns, or any other entity, unless prohibited by law. Except for the foregoing license, Sponsor does not claim ownership of any copyright in Contest Submissions. Upon Sponsor's request, each contestant must provide a signed written personal release and/or license from (1) all persons who appear in the photo submitted (or their parents or legal guardians if such persons are minors), and/or (2) the copyright owner of any sculpture, artwork or other copyrighted material that appears in the photo entry, authorizing use of the photo in Sponsor's, Energizer's and their respective designees' editorial publications, advertising, marketing and promotions in connection with the Contest and promotion of the Contest, in any and all media now known or hereafter known throughout the world in perpetuity, without additional compensation, permission or further notification to said copyright owner, unless prohibited by law. All releases must be in the form provided by Sponsor. Failure to provide such releases upon request will result in disqualification of contestant and the related entry. If a potential winner fails to provide such releases, s/he will be disqualified and an alternate winner will be selected in accordance with the procedures described herein. [Click here for personal release/artist release or](#)

send a self-addressed, stamped envelope (residents of Vermont need not include postage) to: NGHT, LLC, NG Digital Media ATTN: Energizer Photo Contest, 1145 17th Street N.W., Washington, D.C. 20036-4688 Sponsor is not responsible for lost, late, incomplete, invalid, damaged, misdirected, or blurred or otherwise indiscernible photos, which shall be disqualified.

Photograph Requirements:

Each entry must comply with the following requirements (the "Photograph Requirements"):

- * Photographs must be in digital format. No print or film submissions will be accepted for entry into this Contest;

- * The photograph need not be taken with a digital camera; scans of negatives, transparencies, or photographic prints are acceptable;

- * All digital files 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);

- * Photographs may not previously have won an award in the National Geographic Energizer Ultimate Photography Contest or any National Geographic sponsored photography contest in the last two years;

- * The photo must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;

- * The photo must not contain brand names or trademarks;

- * The photo must, in its entirety, be a single work of original material taken by the contestant;

- * The photo must not, in the sole and unfettered discretion of the Sponsor, contain material that is inappropriate, indecent, obscene, hateful, tortuous, defamatory, slanderous or libelous;

- * The photo must not, in the sole and unfettered discretion of the Sponsor, contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; and;

- * The photo must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where photo is created.

- * Minor burning, dodging and/or color correction is acceptable. Hand tinting is acceptable, as is cropping. Fish-eye lenses are acceptable. High dynamic range images (HDR) and stitched panoramas are acceptable only if the combined parts are all made around the same time. For more information, please read Director of Photography David Griffin's comments on image manipulation: <http://ngm.nationalgeographic.com/photo-contest/manipulation>

Any changes to the original Photograph not itemized here are unacceptable and will render the Photograph ineligible for a prize.

The entries for each Theme will be judged separately, in accordance with the Judging Criteria, as defined below. All entries must be submitted and received by June 30, 2011, at 11:59:59 p.m. ET. Proof of submission is not proof of receipt. Sponsor reserves the right to examine the original photograph/source material in order to confirm compliance with these Rules.

5. Contest Prizes

The following prizes will be awarded:

ONE (1) GRAND PRIZE: Trip for two (2) (winner and one (1) guest) to [Alaska](#), [Bhutan](#), or [Morocco](#). The Grand Prize winner's photograph will also be published in an Energizer ad in the December 2011 issue of National Geographic magazine. The winner must choose one of the following trip packages:

1) Alaska trip package includes roundtrip coach-class air transportation from airport near winner's home (as determined by Sponsor) to Juneau, Alaska, eight (8) days/seven (7) nights accommodations determined by Sponsor in its sole discretion (single room, double occupancy); activities including tours (all activities and activity details determined by Sponsor in its sole discretion) and select meals determined by Sponsor in its sole discretion.

Winner must travel in 2012 on dates determined by Sponsor in its sole discretion or prize will be forfeited.

2) Bhutan trip package includes roundtrip coach-class air transportation from airport near winner's home (as determined by Sponsor) to Bangkok, Bhutan, thirteen (13) days/twelve (12) nights accommodations determined by Sponsor in its sole discretion (single room, double occupancy); activities including tours (all activities and activity details determined by Sponsor in its sole discretion) and select meals determined by Sponsor in its sole discretion.

Winner must travel in 2012 on dates determined by Sponsor in its sole discretion or prize will be forfeited.

3) Morocco trip package includes roundtrip coach-class air transportation from airport near winner's home (as determined by Sponsor) to Casablanca, Morocco, eleven (11) days/ten (10) nights accommodations determined by Sponsor in its sole discretion (single room, double occupancy); activities including tours (all activities and activity details determined by Sponsor in its sole discretion) and select meals determined by Sponsor in its sole

discretion. **Winner must travel in 2012 on dates determined by Sponsor in its sole discretion or prize will be forfeited.**

Regardless of trip package, the trip must be booked at least twenty-one (21) days prior to departure. Trip specifics are subject to availability and blackout dates. Travel must be roundtrip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in this Contest, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the Grand Prize package description above, including but not limited to, ground transportation, additional meals, incidentals, and personal charges at lodging, are the responsibility solely of winner. Unless child of winner, travel companion must be eighteen (18) years of age or older (19 or older if a resident of AL or NE; 21 or older if a resident of DC, NY or MI) as of the date of departure and must travel on same itinerary and at the same time as the winner. Travel companion must execute liability/publicity releases prior to issuance of travel documents or s/he will not be permitted to accompany winner on trip. Winner and travel companion are solely responsible for obtaining valid passports and any other documents necessary for international travel. Travel restrictions, conditions and limitations may apply. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Sponsor is not responsible if any activity is delayed, postponed or cancelled for any reason, in which event that portion of prize is forfeited in its entirety and no substitution or compensation in lieu thereof will be provided except as in Sponsor's sole discretion. Approximate Retail Value ("ARV"): \$18,000. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value, if any.

SIX (6) FIRST PRIZES: Six First Prize winners will receive:

- pack AA Energizer® Ultimate Lithium Batteries
- pack AAA Energizer® Ultimate Lithium Batteries
- Energizer® LED Headlight
- Energizer® Lithium Light
- Nikon Camera
- Litepanel
- Epic Action Cam
- National Geographic's *Simply Beautiful Photographs* Book
- National Geographic's *Image Collection* Book

ARV: \$1000 per prize. The ARV of the First Place Prize is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the prize is awarded or redeemed.

Prizes are non-transferable and no substitution will be made unless Sponsor, in its sole discretion, determines otherwise. Sponsor reserves the right to substitute a prize or portion thereof for one of equal or greater value should it become unavailable for any reason. Winners are responsible for payment of all federal, state and local income taxes on prizes, and each winner will be issued an IRS Form 1099 for the value of his/her prize.

Limit: One (1) First Prize per person. Grand Prize winner will receive a Grand Prize and a First Prize.

6. Winner Determination

(a) Judging Phase: During the Judging Phase, qualified judges determined by Sponsor in its sole discretion will select the top 2 entrants from each of the six (6) Theme categories (the "Finalists") based on the following criteria ("Judging Criteria"):

- * Extent to which photo captures the essence of Theme selected (25%);
- * Impact and Creativity (50%); and
- * Composition, clarity and technical quality (25%)

In the case of a tie, the entrant whose photo best "captures the essence of theme selected" will be deemed the Finalist. Each Finalist will be notified on or around August 2, 2011 and each will be deemed a category Finalist subject to verification of eligibility and execution of an Affidavit of Eligibility, License and Liability Release.

(b) Voting Phase: During the Voting Phase, the twelve (12) Finalist entries (2 per Theme category) will be posted at www.nationalgeographic.com/energizer. The Public will be invited to vote for their favorite photo in each Theme category. Limit: Each participant may vote for only one (1) photo per Theme category per day during the Voting Phase. The Finalist entry within each individual Theme category that receives the highest number of valid votes in that Theme category during the Voting Phase, as determined by Sponsor, will be the potential First Prize winner for that Theme category.

In case of a tie, the Sponsor, in its sole discretion, will select the potential winner from the tied Entries based on the Judges' analysis of the entries using the Judging Criteria.

The Grand Prize winner will be determined by qualified judges determined by Sponsor in its sole discretion from among the six First Prize winners using the Judging Criteria.

For the Voting Phase: Voters must be legal U.S. residents. Any attempt by any voter to submit more than the stated number of votes will void that voter's votes in the Contest and he/she will be disqualified from further participation in the Contest. Use of any automated system to vote is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected votes, which will be disqualified. If Sponsor determines, in its sole discretion, that a Finalist is in collusion with any voter who submits or attempts to submit an invalid vote, the Finalist will be disqualified.

7. Winner Requirements

All 12 Finalists (of which one is the potential Grand Prize winner) will be notified whether or not they are the Grand Prize winner or a First Prize winner by mail, email or phone on or around September 16, 2011. The potential Grand Prize winner and each First Prize winner will be required to execute and return to Sponsor, within ten (10) days of the date notice or attempted notice is sent, an Affidavit of Eligibility, Liability and (where permitted) Publicity Release ("Affidavit") in order to claim his/her prize. If a potential First Prize winner is disqualified for any reason, the other Finalist in the relevant Theme category (for a First Prize) will be deemed the potential winner of the First Prize. If the potential Grand Prize winner is disqualified for any reason, the next best entry as determined by the judges using the Judging Criteria will be deemed the potential winner of the Grand Prize. First Prizes will be shipped approximately 8-10 weeks after the conclusion of the Contest and verification of each winner. Acceptance of any prize shall constitute and signify winner's agreement and consent that Sponsor may use the winner's, name, city, state, likeness, Contest entry and/or prize information in connection with the Contest, in commerce and in all media worldwide, including the Internet, without limitation and without further payment or consideration, except where prohibited by law.

8. Limitation of Liability

By entering this Contest, all entrants agree to release, discharge, and hold harmless Sponsor, Energizer Battery, Inc., and their respective parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of any prize.

Sponsor and Energizer assume no responsibility for any of the following in connection with the Contest: any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to Contest entries or votes; or alteration of entries or votes. Sponsor and Energizer are further not responsible for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email entry or vote to be received on account of technical problems or traffic congestion on the Internet or at any website, human errors of any kind, fraud by any entrant, Finalist or vote, or any combination thereof, including without limitation any injury or damage to entrants', voters' or any other persons' computers related to or resulting from participation, uploading or downloading of any materials in this Contest.

9. Conditions

THIS CONTEST IS VOID OUTSIDE THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA, AND WHERE PROHIBITED. Entrants and voters agree that this Contest shall be subject to and governed by the laws of the District of Columbia and the forum for any dispute related to the Contest shall be in the District of Columbia. 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 in some jurisdictions. 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, obtained through fraud or theft or otherwise non-compliant with these Official Rules.

By participating, entrants and voters also agree (a) to be bound by these Official Rules; and (b) that the decisions of the Sponsor are final and binding with respect to all matters relating to the Contest. By accepting a prize, each winner agrees that Sponsor may use each winning photograph and each winner's name, photograph, likeness, and/or voice in any publicity or advertising relating to the Contest without further compensation or approval (except where prohibited by law).

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 the validity of any voter, and to disqualify any entrant or voter who submits an entry or vote, respectively, that is not in accordance with these Official Rules or who tampers with the entry or voting process. Failure by the Sponsor to enforce any of its rights at any stage does not constitute a waiver of those rights.

10. Right to Cancel or Suspend Contest

If for any reason the Contest is not capable of running as planned, due to infection by computer virus, bugs, worms, Trojan horses, denial of service attacks, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify, or suspend the Contest. In such event, no prizes will be awarded. If Sponsor elects to cancel or terminate the Contest under any of the circumstances described above, Sponsor will not retain any rights in the submitted photographs.

11. Winners List

Winners' names will be available online at www.nationalgeographic.com/energizer after November 8, 2011 following verification of all winners. Alternatively, for names of winners send a self-addressed, stamped envelope to NGHT, LLC., NG Digital Media ATTN: Energizer Photo Contest, 1145 17th Street N.W., Washington, D.C. 20036-4688

12. Data Privacy

By entering, entrants agree that personal data, including without limitation 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 NGHT, LLC., NG Digital Media ATTN: Energizer Photo Contest, 1145 17th Street N.W., Washington, D.C. 20036-4688. Personal data will be used by Sponsor and its affiliates exclusively for the purposes stated herein.