

# Rules

## 2018 AUDUBON SOCIETY OF GREATER CLEVELAND (ASGC) PHOTOGRAPHY AWARDS CONTEST OFFICIAL RULES AND REGULATIONS

### ELIGIBILITY:

The 2018 ASGC (“Sponsor”) Photography Awards Contest (“Contest”) is open to all legal residents of the contiguous United States, who are 13 years of age or older as of January 1, 2018 (“Entrants”). Committee members, judges and their families, and ASGC Executive Committee members are not eligible to participate. Void where prohibited by law. Contest is governed by U.S. law and subject to all applicable federal, state and local laws and regulations. By entering the contest, entrants agree to accept and be bound by all terms of these Official Rules and Regulations (“Official Rules”).

### HOW TO ENTER:

From 12:00:01 P.M. Eastern Time (“EDT”) on March 16, 2018 through 11:59:59 P.M. ET on April 14, 2018 (the “Entry Period”), ASGC will conduct a contest encouraging entrants to submit photographs that depict bird life and/or nature in any form. Entrants may only participate in one (1) of the following Divisions: 1) Open: for amateur individuals currently earning between \$0 and \$4,999.99 a year selling photographs; and 2) Youth: for individuals 13 to 17 years of age. All entrants’ ages are to be determined as of January 1, 2018.

Categories in Open division will include :

- Nature
- Birds of Ohio
- Fine Art

Youth Division has no categories.

To enter, (i) complete the payment information and make the required payment (ii) select the Division and Category for which the entrant meets all eligibility criteria. (iii) fill in the required information; and (iv) follow the instructions to upload up to ten (10) entry photographs (all such uploaded photographs will collectively be referred to as the “Submission”). Entry photographs (the “Photograph(s)”) must meet all photograph requirements listed below or will be ineligible for judging. Payment amount is determined by number of photographs entered and is available at the Contest Website. No payment is required for submissions to the Youth Division. Once an entrant submits payment for the contest, payment amount is final and may not be refunded. There is no limit to the number of uploaded photographs, however, only the last photos for which there is payment will be considered for the contest.

Limit ten (10) Photographs per person will be considered.

### PHOTOGRAPH REQUIREMENTS:

Photographs submitted for entry must meet the following requirements: (i) photographs must not exceed 700 KB at 72 ppi (ideally images should be between 1000 and 1800 pixels on the longest side;

(ii) photographs must be saved in RGB mode (not CMYK), (iii) photographs must be saved as JPG format; (iv) in keeping with the philosophy of the Audubon Society photographs taken at game farms are not eligible for submission to the contest, captive birds and/or animals are not eligible for the contest. Bird feeders and backyards are acceptable.

All Photographs must depict “bird life” or “Nature” and must therefore contain at least one bird or a “natural” scene, and accurately reflect the subject matter as it appeared in the viewfinder. Photographs that have been digitally or otherwise altered beyond standard optimization (e.g., removal of dust, cropping, and/or adjustments to color and contrast) may be disqualified at the discretion of the Contest Committee and/or the judge(s). Normal processing of RAW image files or minor adjustments to color and contrast are acceptable, as is minimal cropping. Entrants will be required to provide Sponsor with the original JPG files in the time frame provided by Sponsor. Failure to timely provide requested original files may result in a submission’s disqualification at sponsor’s sole discretion.

## CATEGORIES

### Birds of Ohio

A winning photo will feature, as its central subject, a bird of a species seen *in*, or flying *over*, Ohio. Photos featuring unrecognizable species, or species unlikely to have been seen in Ohio, may be moved to the Nature Category at the judge's discretion. Photos do not have to be taken in Ohio.

### Nature

A winning photo will feature a natural scene, and may include, but is not limited to: landscapes, birds or wildlife, people in nature, or plants growing naturally.

### Fine Art

Fine art photography is photography created in accordance with the vision of the artist as photographer. Fine art photography stands in contrast to representational photography, such as photojournalism, which provides a documentary visual account of specific subjects and events, literally re-presenting objective reality rather than the subjective intent of the photographer. In other words, let your creative juices flow with Photoshop, GIMP or any image manipulation software you choose. Preference will be given to those images that incorporate birds and/or nature.

### Youth

Photos will be taken by photographers 13 to 17 years of age, and must feature nature as their central subject. There is no entry fee for this category.

## GENERAL CONDITIONS:

Entrant warrants and represents: (a) he/she is the sole and exclusive author and owner of the submission and all rights therein and that any submitted photograph has not won any previous awards or competitions; (b) he/she has the full and exclusive right, power and authority to submit the Submission and to grant the sponsor the rights to the Submission herein granted, including but not limited to the worldwide copyright license, upon the terms and conditions set forth herein; (c) no rights in the submission have been previously granted to any person, firm, corporation or other entity or otherwise exercised or made use of or encumbered in any way; (d) his/her submission does not defame or invade publicity rights or the privacy of any person, living or deceased, or otherwise infringe upon any third party’s copyright, trademark or any other personal or property rights. Sponsor reserves the right in its sole discretion to disqualify any submission at any time in the event it is determined submission is offensive, inappropriate, not in keeping with Sponsor’s image or if it is determined that the entrant has not otherwise complied with any portion of these Official Rules. If the Submission

contains any material or elements that are not owned by the Entrant and/or which are subject to the rights of third parties, the Entrant is responsible for obtaining, prior to submission of the Submission, any and all releases and consents necessary to permit the use and exhibition of the Submission by Sponsor in the manner set forth in these Official Rules, including, without limitation, permission to use the name and likeness of any person who appears in or is identifiable in the submission. Sponsor reserves the right to request proof of these permissions in a form acceptable to sponsor from any entrant at any time. Entrant shall indemnify, defend and hold harmless the contest entities against any claims by any third party related to a breach of any of these General Conditions, including, but not limited to, a claim of ownership of any copyright, trademark or any other personal or property rights, libel, defamation, invasion of privacy, or right of publicity. Entries generated by script, macro or other automated means will be void. The Sponsor is not responsible for misdirected, incomplete, lost, late, undelivered, inaccurate, illegible, or delayed entries, nor for technical, hardware, or software failures of any kind, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmissions or other errors or problems which may limit or affect a person's ability to participate in the contest, whether human, mechanical, typographical, printing, electronic, network or otherwise, relating to or in connection with the contest, including, without limitation, errors which may occur in connection with the administration of the Contest, the processing of Submissions, the announcement of the prize or in any contest-related materials. In the event of sabotage, acts of God, terrorism or threats thereof, computer virus or other events or causes beyond the contest entities' control, which corrupt the integrity, administration, security or proper operation of the contest, Sponsor reserves the right, in its sole discretion, to modify, cancel or suspend the contest. In the event of cancellation, Sponsor reserves the right to judge all eligible, non-suspect submissions received prior to the event requiring such cancellation using the judging procedure outlined below. False or deceptive submissions or acts will render the entrant ineligible. Each Entrant hereby acknowledges and agrees that the relationship between Entrant and Sponsor is not a confidential, fiduciary, or other special relationship, and that entrant's decision to submit his/her submission to sponsor for purposes of the contest does not place sponsor in a position that is any different from the position held by members of the general public with regard to elements of entrant's submission. By entering this contest, entrant acknowledges and agrees that: (i) Sponsor may create on its own or obtain many submissions under this contest and that such submissions may be similar or identical in theme, idea, format or other respects to others submitted under this contest and/or other contests staged and/or sponsored by sponsor; (ii) Entrant waives any and all claims entrant may have had, may have, and/or may have in the future that any submissions and/or other works accepted, reviewed and/or used by other entrants and/or sponsor (or their designees) may be similar to entrant's submission; (iii) the Sponsor and its designees have the right, unless prohibited by law, to use entrant's name, city and state of residence, voice, picture and likeness, without compensation, notification or approval, for the purpose of advertising and publicizing the goods and services of the contest entities and all matters related to the contest, in any manner or medium, now or hereafter known, throughout the world in perpetuity; (iv) Sponsor does not have, nor shall have in the future, any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of any copyright in and to Entrant's submission.

## **HOW TO WIN/JUDGING:**

On or about May 14, 2018, winners will be determined by the Sponsor's panel of judges from among all eligible entries received during the entry period. There will be one (1) Grand Prize winner determined from among all eligible entries received, and four (4) winners determined from among all eligible non-Grand Prize winning entries received for each category including Youth. Winners will be determined by the following criteria: (i) technical quality (30 percent); (ii) originality (30 percent); and (iii) artistic merit (40 percent.) Prizes will be awarded per the following prize schedule: One (1) Grand Prize to the highest Score from all divisions/categories; Plus, first, second and third place prizes for

each of the following categories as described in the prizes section; Nature, Birds of Ohio, Fine Art photos and Youth based on the above scoring. Limit: one (1) prize per person. The decisions of the judges and Sponsor(s) will be final and binding in all matters. The winners will be confirmed by U.S. mail, e-mail, and/or telephone, and must meet all eligibility requirements, including, but not limited to, the timely execution and return of all necessary releases and documents (if any) required by Sponsor. In the event of a tie, the Artistic Merit portion of the score will be evaluated for each tied photograph and ranked on a point scoring system of 1 to 10, (with 10 being the best score). If additional tie breakers are needed, the tie-breaking mechanism will be used; however, instead of the highest score in artistic merit determining the potential winner from among the tied entries, the highest scores in each of originality and then technical quality (to the extent needed) will determine the winner. If additional tiebreakers are needed, preference will be given to photographs with subject matter originating in the Great Lakes Region or will be judged by a separate panel of judges to be determined by Sponsor using the judging process as outlined above.

## **PRIZES:**

Grand Prize: \$100 gift certificate plus a mounted and matted Audubon print.

Nature Prize: First Place: \$75 certificate; Second Place: \$50 gift certificate; Third Place: \$25 gift certificate.

Birds of Ohio Prize: First Place: \$75 certificate; Second Place: \$50 gift certificate; Third Place: \$25 gift certificate.

Fine Art Prize: First Place: \$75 certificate; Second Place: \$50 gift certificate; Third Place: \$25 gift certificate.

Youth Prize: First Place: First Place: \$75 certificate; Second Place: \$50 gift certificate; Third Place: \$25 gift certificate.

The total maximum value of all prizes to be awarded is \$1000.

No substitution or transfer of prizes or cash redemptions permitted, except at sponsor's sole discretion. Sponsor reserves the right to substitute for any reason whatsoever a prize (or portion thereof) of comparable or greater value, at their sole discretion. Winners are responsible for the reporting and payment of all taxes as well as any other costs and expenses associated with acceptance and use of their prize not specified herein as being awarded.

## **PRIZE CONDITIONS:**

Winners may be required to sign an Affidavit of Eligibility and Publicity (the "Releases") (where allowable) and return same, properly executed, within seven (7) days of issuance of prize notification. Winners will be notified by phone or e-mail on or about May 15, 2018. Noncompliance within this time period or failure of a potential winner to respond to a notification attempt within seven (7) days of such attempt may result in disqualification and, at sponsor's sole discretion, an alternate winner may be selected. If: (i) any prize or prize notification is returned as undeliverable, (ii) a potential winner declines his or her prize, or (iii) a potential winner fails to comply with any of the Official Rules as outlined herein, such potential winner will be disqualified and an alternate winner may be selected by the Judges. The judges will consider an alternate winner to be the entry with the next highest score. If a potential winner is otherwise eligible under these Official Rules, but is nevertheless deemed a minor in

his/her state of primary residence, the prize will be awarded in the name of winner's parent or legal guardian who will be required to execute the releases on minor's behalf. With respect to each entrant's submission, entrants hereby irrevocably grant sponsor a nonexclusive, worldwide, perpetual, royalty-free license to use the photographs in any manner related to the contest, including all associated reproduction, distribution, sub license, derivative works and commercial and non-commercial exploitation rights in any and all media now known or hereafter invented, including, but not limited to: The House Wren (ASGC's newsletter) and all Audubon websites and blogs, any slide shows, brochures, newsletters, articles, calendars and publications related to the contest; solicitations by ASGC for the contest; promotions and communications in connection with the contest; and physical and digital galleries and exhibitions of submissions for, and winners of, the contest, or at ASGC Centers, Sanctuaries and offices. Entrants may be required to execute any documents necessary to perfect such rights in the sponsor. By entering this contest and/or accepting the prize, entrant and/or winner agrees to, and hereby does, release the contest entities and affiliates and divisions, and their respective directors, employees, officers and agents from any and all liability, loss or damage arising from or in connection with participation or attempt to participate in the contest and/or the awarding, receipt, use or misuse of the prize or participation in any prize related activities, and claims based on publicity rights, defamation or invasion of privacy. The contest entities and affiliates and divisions, and their respective directors, officers, employees, attorneys, representatives and agents make no warranties, and hereby disclaim all warranties, express or implied, concerning any prize furnished or awarded in connection with the contest, including, but not limited to, any winner's ability to claim a prize awarded in the contest for reasons of the prize provider's bankruptcy, insolvency or failure to continue its business.

**WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, AND THE CONTEST ENTITIES HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.**

#### **PRIVACY:**

Personal information collected from online entrants is subject to Sponsor's Privacy Policy, which can be found at <http://www.clevelandaudubon.org/privacy-policy>; provided, that in the event of any conflict between these Official Rules and such Privacy Policy, the terms and conditions of these Official Rules shall prevail.

#### **WINNER CONFIRMATION:**

You may obtain the name/city of residence of the winners by mailing a self-addressed stamped envelope to:

Audubon Society of Greater Cleveland  
PO Box 391037  
Solon OH 44139

Requests received after May 15, 2018 will not be honored.

#### **SPONSOR:**

Audubon Society of Greater Cleveland  
PO Box 391037  
Solon OH 44139

3/14/2018