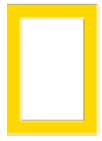


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TRAVEL PHOTOGRAPHER OF THE YEAR CONTEST 2017

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RULES

The National Geographic 2017 Travel Photographer of the Year Contest Rules

SPONSOR

Sponsor is National Geographic Partners, LLC, 1145 17th Street, N.W., Washington, D.C. 20036-4688, USA ("**Sponsor**").

TERM

The National Geographic Travel Photographer of the Year Contest (the "**Contest**") begins April 2017 at 12:00:00 p.m. US Eastern Daylight Time ("**EDT**") and ends June 30, 2017, 12:00:00 p.m. (the "**Promotion Period**"). ALL ENTRIES MUST BE RECEIVED BY JUNE 30, 2017 AT 12:00:00 EDT. Information on how to enter and prizes form part of these official rules ("**Official Rules**"). By submitting an entry, each entrant unconditionally accepts and agrees to the Official Rules and warrants that his or her entry complies with all requirements set out in the Official Rules and the decisions of Sponsor. This is a skill-based contest and chance plays no part in the determination of winners.

WHO MAY ENTER

Contest is open only to individuals who have reached the age of majority in their jurisdiction of

residence at the time of entry and who reside in the 50 United States, India, Canada (excluding Quebec), United Kingdom, Australia, Austria, Colombia, Costa Rica, Denmark, Bangladesh, China, Japan, Germany, Hungary, Ireland, Indonesia, Spain, Malaysia, Mexico, Netherlands, New Zealand, Norway, Peru, Poland, Romania, Russia, Singapore, Hong Kong, Sweden, Turkey, Switzerland and Taiwan. Officers, directors and employees of National Geographic Partners, and its subsidiaries and affiliates (all such individuals and entities collectively referred to herein as the “**Promotion Entities**”) and their respective immediate family members (spouse, parent, child, sibling and their respective spouses, regardless of where they live) or persons living in the same households of such employees, whether or not related are not eligible to enter the Contest or win a prize. CONTEST IS VOID WHERE PROHIBITED.

HOW TO ENTER

Each entry consists of an entry form, a single photograph, and an entry fee (collectively, the “**Submission**”). The entry fee is US\$15 per entry. To enter, visit <http://travel.nationalgeographic.com/photographer-of-the-year-2017/> (the “**Website**”); complete the entry form with the required information, including your name, address, telephone number, e-mail address, and photo caption; and submit along with your photograph and fee in accordance with the instructions that follow. While the entry form requests information about whether your photograph was taken on a National Geographic Expedition or a National Geographic Adventure, such information is for informational purposes only and does not affect eligibility or judging.

The categories for Submissions are: (1) Nature, (2) People; (3) Cities. There is no limit on the number of entries per person. Each Submission must comply with the guidelines, located on the Website, as well as the following requirements (the “**Submission Requirements**”):

- Submissions must be in digital format. Only online entries will be eligible. 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 20 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).
- Submissions must have been taken within two (2) years before the date of entry and may not have previously won an award in the National Geographic International Photography Contest, the National Geographic Photography Contest, National Geographic Traveler Photo Contest or any National Geographic Travel Photographer of the Year contest.

- Only minor burning, dodging and/or color correction is acceptable, as is minor cropping. High dynamic range images (HDR) and stitched panoramas are acceptable. Any changes to the original photograph not itemized here or in the Guidelines are unacceptable and will render the Submission ineligible for a prize.
- The Submission, in its entirety, must be a single work of original material taken by the Contest entrant.
- The Submission must not, in the sole and unfettered discretion of Sponsor, contain obscene, provocative, defamatory, sexually explicit, or otherwise objectionable or inappropriate content.
- The caption must be complete and accurate, sufficient to convey the circumstances in which the photograph was taken. Disguising or misrepresenting the origin of your content is cause for disqualification.
- Watermarks are unacceptable. Unless Sponsor receives a non-watermarked version of the Submission within ten (10) days following its request, the Submission will be disqualified.
- Each Submission must be the submitting entrant's own, produced work and may not feature or focus on any material owned or controlled by third parties (unless the entrant can provide written documentation of permission to use any materials owned by a third party as set forth below or in form and substance determined by Sponsor in its sole discretion).
- The entrant must provide upon request all appropriate clearances, permissions and releases (including but not limited to releases from all persons appearing in the Submission, location releases, and releases from all creative consultants or others who assisted in the creation of the Submission) for the Submission in a form and substance determined by Sponsor in its sole discretion (in the event an entrant cannot provide all required releases, Sponsor reserves the right in Sponsor's sole discretion, to disqualify the applicable Submission, or seek to secure the releases and clearances for Sponsor's benefit, or allow the applicable Submission to remain in Contest).

Any Submission that, in Sponsor's good faith judgment, violates the Submission Requirements will be disqualified. Submissions must be received by the end of the Promotion Period. The Website database clock will be the official time keeper for this Contest. No substitutions of new version. Submissions will be accepted under any circumstances once the original Submission is submitted for consideration. Any Submission that is considered by Sponsor in its sole and absolute discretion

to be obscene, pornographic, libelous, hate speech or otherwise objectionable, in whole or in part will be disqualified. In the event a dispute regarding the identity of the individual who actually submitted a Submission cannot be resolved to Sponsor's satisfaction, the affected entry may be disqualified. The Promotion Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in processing or transmission of the Submissions in the Contest. The Promotion Entities assume responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of Submissions. The entries will be judged in accordance with the Judging Criteria, as defined below. All Submissions must be submitted and received by June 1, 2017 at 12:00:00 p.m. EDT. Proof of submission is not proof of receipt. Submissions must be made by the authorized account holder of the e-mail address submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, internet domain owner, or other person or organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor reserves the right to examine the original photograph/source material in order to confirm compliance with these rules.

IMPORTANT NOTE

Any entrant who incorporates any intellectual property or material owned by a third party into her Submission does so at his or her own risk. Without in any way limiting, expanding or amending the Terms of Use policy residing on <http://www.nationalgeographic.com/community/terms/>, the Terms of Use policy shall remain in full force and effect, if Sponsor is duly notified that any element of an entrant's Submission infringes upon the rights of another person and/or receives a legally valid request to remove the affected Submission from the Website because of such infringement, such Submission may be removed from the Website and/or disqualified from the Contest, as Sponsor may determine in its sole discretion. Further, no entrant will be eligible to receive a prize unless Sponsor determines, in its sole and absolute discretion that such entrant's Submission has been sufficiently cleared for legal purposes.

JUDGING

Once a Submission is uploaded to the Website it may be made available on the Website and/or Sponsor's social media accounts for viewing by the general public and any such posting will be deemed made at the direction of the entrant. Judging consists of two (2) rounds of evaluation. In round one, a panel of judges selected by Sponsor in its sole discretion (at least one of whom will be independent of Sponsor) ("**Judges**") will select up to ten (10) entries from among all eligible

independent of Sponsor, the Judges, will select up to ten (10) entries from among all eligible Submission based on the following criteria ("**Judging Criteria**"): (1) Creativity 35%; (2) Photograph quality 35% and (3) Composition 30%. The Submissions selected in round one will proceed to round two. In round two, the Judges will collectively select a winner for each prize level based on the Judging Criteria. In the event of a tie, the tied entries will be re-submitted to the Judges for judging between the tied entries alone. In the event that a tie remains after re-judging, the Submission with the highest score in the creativity criteria will be declared the winner. Winners will be chosen early to mid-November and will be notified by e-mail. Decisions of the Judges are final and binding and not subject to appeal. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by the potential winner for any reason. If, despite reasonable efforts, a potential prize winner does not respond within five (5) days of the first notification attempt or if a prize or prize notification is returned as unclaimed or undeliverable to such potential prize winner, such potential prize winner may forfeit the applicable prize and an alternate prize winner may be selected. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the applicable prize for any reason prior to award, such potential prize winner may be disqualified and an alternate winner may be selected. Sponsor may successively attempt to contact up to two (2) potential prize winners of in accordance with such procedure, and if there is still no confirmed prize winner after such attempts have been made, any, the applicable prize may go unawarded.

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 seven (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 Submission, authorizing Sponsor and its licensees ("**Authorized Parties**") to reproduce, distribute, display, and create derivative works of the Submission in connection with the Contest and promotion of the Contest in any media now or hereafter known. Failure to provide such releases upon request may result in disqualification at any time during the Contest and selection of an alternate winner.

Similarly, upon Sponsor's request, each entrant must be prepared to provide (within seven (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 Submission, authorizing any Authorized Party to reproduce, distribute, display, and create derivative works of the Submission in connection with the Contest and promotion of the Contest, in any media now or hereafter known. Failure to provide such releases upon request may result in disqualification and selection of an alternate winner.

Finally, upon Sponsor's request, each entrant must be prepared to provide (within seven (7) calendar days of receipt of Sponsor's request) a signed written license from the owner of any private property included in the Submission, authorizing any Authorized Party to reproduce, distribute, display, and create derivative works of the Submission in connection with the Contest and promotion of the Contest, in any media now or hereafter known. Failure to provide such releases upon request may result in disqualification and selection of an alternate winner.

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 email, on the day that the email was sent by Sponsor.

CONTEST PRIZES

Grand Prize: One (1) Grand Prize is available (the "**Grand Prize**"). The Grand Prize consists of a day National Geographic Galápagos Expedition for 2 in a Category 2 cabin aboard the **National Geographic Endeavour II**. The Grand Prize Winner will have to fly to Guayaquil, Ecuador and then fly to Galápagos, Ecuador in order to board the ship. International airfare to/from Guayaquil, Ecuador and airfare within Ecuador is not included in the expedition cost. The group flight between Guayaquil and Galápagos is approximately US \$520.00 (subject to change).

All accommodations and trip details determined by Sponsor in its sole discretion. Travel must be completed by December 15, 2018 excluding December 22 – December 30, 2018 (excluding December 22-December 30, 2017) departure dates or prize trip will be forfeited. Trip dates relative to travel from the United States. Trip is conducted in English only. Space is subject to availability. All specifics are subject to availability. Travelers agree to accept National Geographic terms and conditions for the trip. The Grand Prize winner and his or her travel companion/s must travel together on the same itinerary and must possess all required travel documents, including visas and valid passports, if and as applicable, and comply with any applicable cruise ship check-in

requirements, such as presentation of a major credit card. All aspects of the travel portions of the Grand Prize must be conducted on such dates as determined by Sponsor in its sole discretion. Dates of departure and return are subject to change at Sponsor's sole discretion. Other travel restrictions and blackout dates may apply. The ARV for travel prizes may vary depending upon points of departure. The ARV for travel prizes is an estimate made before the Contest begins. Grand Prize winner will not receive cash or any other form of compensation if actual travel cost less than the estimate made in these Official Rules. No interest will be awarded on cash prizes. Cruise room taxes and other cruise ship fees are not included and if applicable may be payable at the time of check-out by the winner/guest. A deposit or payment in advance, or presentation of a credit card by the Grand Prize winner, may be required at the time of check-in on the cruise ship. Any cruise ship cancellations or changes to cruise ship reservations after confirmation must be made with the cruise ship directly, and the Grand Prize winner is solely responsible for any charges and/or fees arising from changes made directly with the cruise ship. The prize restrictions/conditions stated herein are not all-inclusive and the Grand Prize described above may be subject to additional restrictions/conditions, which may be stated in the "Prize Claim Document" (as defined below) and/or other travel documents. In the event the Grand Prize winner and/or his or her travel companion/s engages in behavior that, as determined by Sponsor in its sole discretion, is obscene, obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the trip or other applicable experience early, in whole or in part, and send the [Grand/First/etc. Prize] winner and/or his or her travel companion home with no further compensation. Sponsor reserves the right to substitute the trip for one of equal or greater value if the designated prize should become unavailable for any reason. If Grand Prize winner is unavailable to travel on the dates the expedition departs, then the prize will be forfeited. Approximate Retail Value ("ARV") of the Grand Prize is Fifteen Thousand Eight Hundred Eighty Dollars (US \$15,880.00). Actual value may vary. Winner will not receive difference between actual and approximate retail value, if any.

First Prize: Three (3) First Prizes ("**First Prize**") will be awarded. Each First Prize Winner will receive Two Thousand Five Hundred Dollars (US \$2,500.00).

Second Prize: Three (3) Second Prizes ("**Second Prize**") will be awarded. Each Second Prize Winner will receive Seven Hundred Fifty Dollars (US \$750.00).

Third Prize: Three (3) Third Prizes ("**Third Prize**") will be awarded. Each Third Prize Winner will receive Five Hundred Dollars (US \$500.00).

Potential winners shall be required to sign and return within seven (7) days following an attempt

notification, an Affidavit, Declaration or Certificate of Eligibility, Liability Release, and (where imposing such conditions is legal) a Publicity Release, Warranty of Ownership, and License (the **"Prize Claim Documents"**) in which the entrant warrants that he/she is the owner of the photograph (and all the intellectual property rights in the photograph submitted) and grants to Sponsor and licensees the License described below. Failure to execute and deliver any required documents to Sponsor by the specified deadline may result in disqualification from the Contest, and selection of an alternate potential winner. If applicable, winner's guest must sign and return a Liability Release and, where legally permissible, a Publicity Release prior to issuance of travel documents. Except as set forth herein, no cash alternative or substitution of prizes will be allowed, except that Sponsor reserves the right in its sole discretion to substitute prizes of comparable value if any prize listed is unavailable, in whole or in part, for any reason. Prizes will be awarded only if the potential prize winner fully complies with these Official Rules. All portions of the prize(s) are non-assignable and non-transferable. Any prizes pictured in point-of-sale, online, television and print advertising, promotional packaging, and other Contest materials are for illustrative purposes only. In the event there is a discrepancy or inconsistency between guidelines, disclosures or other statements contained in any such promotional materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control. All details and other restrictions of the prizes not specified in these Official Rules will be determined by Sponsor in its sole discretion. Each prize winner shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. If required by law, Sponsor reserves the right to withhold and remit to the appropriate taxing authorities the amount of any tax or taxes due. With respect to non-cash prizes, it may be legal necessary under the United States Internal Revenue Code (as determined by Sponsor in its sole discretion) for the prize winner to pay the amount of any tax before receiving the prize.

NONCOMPLIANCE OR RETURN OF PRIZE NOTIFICATION AS UNDELIVERABLE, WHETHER BY REGULAR MAIL OR BY E-MAIL, MAY RESULT IN DISQUALIFICATION AND SELECTION OF AN ALTERNATIVE POTENTIAL WINNER. Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Contest. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION

Each person who enters this Contest represents and warrants as follows: (i) except as set forth

Each person who enters the Contest represents and warrants as follows: (i) except as set forth herein, the Submission is the entrant's own, produced by entrant; (ii) the Submission does not contain any computer virus (as applicable), is otherwise uncorrupted, is wholly original with entrant and as of the date of submission, is not the subject of any actual or threatened litigation or claim; (iii) the Submission does not and will not violate or infringe upon the intellectual property rights or other rights of any third party; and (iv) the Submission does not and will not violate any applicable law and is not and will not be defamatory or libelous. Each entrant hereby agrees to indemnify and hold the Promotion Entities harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder.

LICENSE

For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, each entrant hereby irrevocably and unconditionally grants to Sponsor, its successors and assigns the right (but not the obligation) to use entrant's Submission in whole or in part, to reproduce, distribute, display and create derivative works of the entrant's Submission (including with a name credit) in connection with the Contest and the marketing, advertising and promotional activities of the Contest, in any media now or hereafter known, for no additional compensation, as well as in connection with a display at a potential exhibition of winners; publication of a book featuring select Submissions in the Contest; publication in **National Geographic Magazine** or online highlighting Contest Submissions or winners of the Contest; and offering as downloadable wallpaper to users of the Contest website in any and all languages, by any and all means, media devices, processes and technology now known or hereafter devised, in perpetuity throughout the universe at no charge to Sponsor. The rights granted shall include, without limitation (i) all reproduction, distribution, adaptation, performance, fixation, rental and lending rights, exhibition, broadcast and all other rights of communication to the public; (ii) the right to make changes to the Submission, and to use such Submission as Sponsor shall from time to time determine in its sole discretion; (iii) the right to authorize, prohibit and/or control the renting, lending, fixation, reproduction, importation and/or other exploitation of the Submission as may be conferred under any applicable laws, regulations or directives, including, without limitation, any treaty, European Union ("EU") directives and/or enabling or implementing legislation, or any law or regulation enacted by the member nations of the EU or any other jurisdiction; and (iv) all rights generally known as "moral rights" or "droit moral" rights (which shall include, without limitation, any similar or analogous rights under the applicable laws of any country of the world [including, without limitation, the so called right of paternity (droit a la paternite), right of integrity [droit au respect de l'oeuvre], right of withdrawal [droit de retrait or droit de repentir] and/or right of publication [droit divulgation]) with

may have in connection with the Submission (collectively, the "**Moral Rights**"). In addition to the fullest extent allowable under any applicable law, each entrant hereby irrevocably waives or assigns to Sponsors entrant's Moral Rights. Each entrant expressly acknowledges that many parties will contribute to the **National Geographic Travel Photographer of the Year Contest** and **National Geographic Magazine**. Accordingly, if under any applicable law the above waiver or assignment of entrant of the Moral Rights is not effective, then entrant agrees to exercise such rights in a manner that recognizes the contribution of and will not have a material adverse effect upon such other parties. Sponsor shall retain the rights granted in each Submission even if the Submission is disqualified or fails to meet the Submission Requirements or even if it is determined that the entrant who made the Submission is ineligible to enter the Contest or win a prize.

PUBLICITY RELEASE

By participating in the Contest, in addition to any other grants which may be granted in any other agreement entered into between Sponsor and any entrant in and/or winner of the Contest, each entrant irrevocably grants the Promotion Entities and their respective successors, assigns and licensees, the right to use such entrant's name, photograph, likeness, statements, biographical information, and any other personal characteristics, in any and all media in connection with the Contest and the advertising and promotion thereof and each entrant and/or prize winner hereby releases the Promotion Entities from any liability with respect thereto.

LIMITATION OF LIABILITY

Entrants agree that the Promotion Entities (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Contest, any Contest-related activity, or from entrants' acceptance, receipt, possession and/or use or non-use of any prize, and (B) have not made any warranty, representation or guarantee express or implied in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Sponsor assumes no responsibility for any damage to an entrant's, or other person's, computer system which is occasioned by accessing the Website or otherwise participating in the Contest, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connection problems which are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postponed prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunication or failed, jammed, scrambled, delayed or misdirected computer, telephone or cable transmission.

received, jammed, corrupted, delayed, or misdirected computer, telephone or cable transmission; for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Contest or the Website, to be acting in violation of the Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass another person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Contest if it determines, in its sole discretion, that the Contest is technically impaired or corrupted or that fraud or technical problems, failures, malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Contest as contemplated herein. In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding prizes or continuing with the Contest as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health or other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "**Force Majeure**" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, extend or terminate the Contest. If the Contest is terminated before the designated end date, Sponsor will (if possible) select the winner in a random drawing from all eligible, non-suspect entries received as of the close of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of prizes described in these Official Rules will be awarded. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision in these Official Rules is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

In the case of entrants who are Australian or UK residents, the preceding two clauses do not operate in respect of any implied condition or warranty the exclusion of which from these Official Rules would contravene any Australian or UK statute or cause any part of these Official Rules to be void.

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CONDITIONS

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

NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF

Each entrant hereby acknowledges and agrees that the relationship between the entrant and the Promotion Entities is not a confidential, fiduciary, or other special relationship, and that the entrant's decision to provide the entrant's Submission to Sponsor for purposes of the Contest does not place the Promotion Entities in a position that is any different from the position held by members of the general public with regard to elements of the entrant's Submission. Each entrant understands and acknowledges that the Promotion Entities have wide access to ideas, stories, designs, and other literary materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each entrant also acknowledges that many ideas or stories may be competitive with, similar or identical to the Submission and/or each other in theme, idea, plot, form, or other respects. Each entrant acknowledges and agrees that such entrant will not be entitled to any compensation as a result of any Promotion Entity's use of any such similar or identical material. Each entrant acknowledges and agrees that the Promotion Entities do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Submission. Finally, each entrant acknowledges that, with respect to any claim by entrant relating to or arising out of a Promotion Entity's actual or alleged exploitation or use of any Submission or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable entrant will not be irreparable or otherwise sufficient to entitle such entrant to seek injunctive or other equitable relief, and entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

NO OBLIGATION TO USE

Sponsor shall have no obligation (express or implied) to use any Submission, or to otherwise exploit any Submission or, if commenced, to continue the distribution or exploitation thereof, and Sponsor

may at any time abandon the use of the Submission for any reason, with or without legal justification or excuse, and contestants shall not be entitled to any damages or other relief by reason thereof.

DATES & DEADLINES/ANTICIPATED NUMBER OF CONTESTANTS

Because of the unique nature and scope of the Contest, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Contest. Sponsor cannot accurately predict the number of entrants who will participate in the Contest.

FURTHER DOCUMENTATION

If Sponsor shall desire to secure additional assignments, certificates of engagement for the Submission or other documents as Sponsor may reasonably require in order to evidence or effectuate the rights granted in these Official Rules, then each entrant agrees to sign, authenticate and deliver the same upon Sponsor's request therefor.

GOVERNING LAW/JURISDICTION

ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE CONTEST SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE UNITED STATES OF AMERICA AND THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

ARBITRATION PROVISION

By participating in this Contest, each entrant agrees: (i) that any and all disputes the entrant may have with, or claims entrant may have against, the Promotion Entities relating to, arising out of or connected in any way with (a) the Contest, (b) the awarding or redemption of any prize, and/or (c) the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS; (ii) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA") 9 U.S.C. §§ 1-16; (iii) the arbitration shall be held in Los Angeles, California; (iv) the

(viii) the arbitrator shall be held in Los Angeles, California; (iv) the arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and of the other agreements referenced herein that the applicable entrant may have entered into in connection with the Contest; (v) the arbitrator shall apply California law consistent with the FA's applicable statutes of limitations, and shall honor claims of privilege recognized at law; (vi) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only entrant's and/or Sponsor's individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (vii) the arbitrator shall have the power to award punitive damages against the entrant or Sponsor; (viii) in the event the administrative fees and deposits that must be paid to initiate arbitration against Sponsor exceed \$125 USD, and entrant is unable (or not required under the rules of JAMS) to pay any fees and deposits that exceed this amount, Sponsor agrees to pay them and/or forward them on entrant's behalf, subject to ultimate allocation by the arbitrator; (ix) if the entrant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of entrant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (x) with the exception of subpart (vi) above, if any part of this arbitration provision is deemed to be invalid, unenforceable, illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (vi) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither entrant nor Sponsor shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at www.jamsadr.com.

WINNERS LIST

Entrants are responsible for complying with these Official Rules. Winners' names will be available online at www.natgeo.com/photocontest on or about August 1, 2017.

DATA PRIVACY

Sponsor may engage third party application providers and other vendors to administer certain aspects of the Contest, including without limitation, the online collection of entry information and Submissions. Such third parties will provide your personally identifiable information to Sponsor who except as set forth herein will use such information in accordance with its online privacy policy located <http://www.nationalgeographic.com/community/privacy/> and such third parties may also use your information for their own independent purposes in accordance with their own independent privacy practices. Sponsor is not responsible for the storage or any use of your entry information.

such third parties.

By entering this contest entrant agrees to become a member of the NGS Your Shot community

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 Partners 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, Attention: Digital Media, 1145 17th Street N.W., Washington, D.C. 20036-4601. This notification system may be used to prohibit mailing of all skill contests or sweepstakes by National Geographic Partners to such individual.

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