

APALMANAC PHOTOGRAPHY CONTEST TERMS AND CONDITIONS

By entering your Submission (as defined below) and otherwise participating in this [2022 APALMANAC Photography Awards] (the “**Contest**”), as a Contestant, you agree to these official rules, terms, and conditions, which are a legally binding contract (the “**Contract**”). You (as a Contestant, further defined below) and the Sponsor (as further defined below) are each referred to herein as a party or collectively as the parties to this Contract.

This Contract includes indemnities to the Sponsor from you and a limitation of your rights and remedies. As more fully detailed below in Section 20, you agree that all disputes associated with the Contest or related to this Contract will be decided by bench trial, and that you WAIVE ANY RIGHT TO A JURY TRIAL.

1. **Contest Description.** This Contest shall commence and run for the time period (the “**Contest Period**”) between the Contest Start Date and the Contest End Date, as set forth in the Contest Details Sheet (“**Exhibit A**”) attached hereto and which shall be accessible via the website located at: [https://apalmanac.com/wp-content/uploads/2022/10/Photography-Contest-Terms-and-Conditions.pdf] (the “**Contest Site**”). The Contest is a contest of a photographer’s artistic skill and selection of their subject of photography, with the judging criteria and process outlined in Section 9. The Contest will be comprised of individual persons (“**Contestants**”) submitting photographs in accordance with the specifications set forth in Sections 3 and 4. By participating in the Contest, each Contestant unconditionally accepts and agrees to comply with and abide by this Contract and the decisions of the Sponsor, which shall be final and binding in all respects.

2. **Sponsor.** The Contest is created, operated, and sponsored by APALMANAC (the “**Sponsor**”).

3. **Eligibility.** The Contest will take place via the Contest Site and is open to individual persons residing in the United States of America (the “**Territory**”) who are eighteen (18) years of age or older at the start of the Contest Period. Individual persons residing in or living outside of the Territory may enter the Contest, but are solely responsible for compliance with any laws in their applicable jurisdiction or country. Individuals in any of the following categories are NOT eligible to participate in the Contest:

- a) persons who, during the Contest Period, are an owner, officer, director, employee, or agent of the Sponsor;
- b) persons engaged in the development, production, delivery or distribution of materials or services for this Contest;
- c) Judges (as defined below); and
- d) persons who are immediate family members (defined as spouse, IRS dependent, or biological, in-law, foster, adoptive or step-mother, father, sister, brother, daughter, or son and each of their respective spouses) of any person in any of the preceding categories, regardless of where they live, and/or

individuals who reside in the same household, whether related or not, as any person in any of the preceding categories.

The Contest is void where prohibited by law.

4. **How To Participate.** Potential Contestants must submit their Photographs for entry in the Contest (“**Submissions**”) by the Submission Deadline identified in Exhibit A via filling out the online questionnaire form completely at, and uploading Submissions to, the Contest Site. Contestants must also pay an Entry Fee, as defined below, for each Submission in order to be eligible for a Prize. Submissions must comply with the following guidelines and content restrictions, and any additional specifications identified in Exhibit A:

- a) Submissions must consist of a digital image;
- b) Contestants may enter multiple Submissions, provided that a separate Entry Fee is paid for each Submission;
- c) Submissions must be the original work and property of the Contestant;
- d) Submissions must not infringe upon the Intellectual Property Rights of any third-party;
- e) Contestants must not violate privacy or intellectual property rights of any third-party by making the Submissions public;
- f) Contestants must agree to allow the Sponsor to publish the Submissions pursuant to the Limited Sponsor License below;
- g) Submissions must not contain any illegal or illicit content.

5. **Entry Fee.** Contestants must pay an Entry Fee for each Submission to the Sponsor via the method provided on the Contest Site, or other payment method as may be accepted by the Sponsor. No refund of the Entry Fee will be provided for any reason.

6. **Limited Sponsor License.** Contestant will, and hereby does, grant to Sponsor the right to use and display the Submissions via websites, social media, and any and all other mediums related to the Contest in perpetuity.

7. **Submission Ownership and Copyrights.** Other than the Limited Sponsor License, each Contestant retains full ownership and copyrights in their Submissions. By entering in the Contest, Contestant warrants that each Submission is their own original work, that Contestant is the exclusive owner of any copyrights and all other proprietary rights in any and all materials and content in the Submission, and that such Submission does not violate any intellectual property rights of any third party by granting Sponsor the Limited Sponsor License. Any unauthorized Submissions could be subject to fines, royalty fees, and/or legal action for which the Contestant agrees to indemnify, defend and hold Sponsor harmless.

8. **Use of Contestant's Name.** Contestants hereby grant to Sponsor and its affiliates, and each of their respective direct and indirect successors, licensees, and assigns, the right to use Contestant's name, in connection with the Submissions, including on the Contest Site.

9. **Winner Selection and Judges.** Following the close of the Contest Period, Submissions will be evaluated by the Sponsor, including a panel of Judges to be determined in the Sponsor's sole discretion ("**Judges**"). The panel of Judges may consist of one or more individual persons. The Judges will evaluate Submissions based on Contestants' skill in incorporating an architectural theme into a single image, including overall quality of the perception of buildings and fixtures thereto, building style, elements of nature, integration of buildings with the landscape, impact of color and design, the feeling the work invokes, and originality. Winners will be selected based on Contestant skill as determined by the Judge's or Judges' discretion and personal opinion in a good faith evaluation of skill. Judges reserve the right to solicit opinions or votes from others, including by public posting on the Contestant site, without guaranty that such other opinions or votes will be shared with the Contestants.

Judges shall not be obligated to disclose their reasoning or methodology used in selecting any Contest winners for any reason.

Generally, Judges will take the top 10 Submissions as determined using their sole discretion and rate each of the top 10 Submissions on a scale of 1 to 100 based on a number of factors to be determined in the Judges' sole discretion. The Submission receiving the highest number of points, as determined by the Judges, will be the 1st Place Prize winner, followed in order by the Submission receiving the second highest number of points receiving 2nd Place Prize, and so forth. In the event of a tie, the Judges will re-evaluate the tied Submissions so that the top 10 Submissions are ranked from 1st Place to 10th Place.

Judging will take place within one month after the Contest End Date, and the winners will be announced within two months after the Contest End Date.

All decisions of the Judges shall be final and binding. If any potential winner is found to be ineligible, or if he or she has not complied with this Contract or declines a Prize for any reason prior to award, such potential winner will be disqualified, and the Prize will be awarded to the next runner-up.

10. **Prizes.** Contestants will be awarded the prizes identified in Exhibit A (the "**Prizes**"). For any Prizes other than money, no cash alternative or substitution of any Prize will be provided, except Sponsor, in its sole discretion, reserves the right to substitute a Prize of equal or greater value if any Prize cannot be awarded as described due to unavailability for any reason.

10.1 **Taxes.** All income taxes (including, without limitation, federal, state, and/or local income taxes) on or connected with any Prize and the reporting consequences thereof, are solely the responsibility of respective winners. If required by law, Sponsor reserves the right to withhold and remit to the appropriate taxing authorities the amount of any taxes due.

Expenses not stated for any Prize are the sole responsibility of the winner. As a condition of accepting any Prize, Contestants may be required to disclose additional tax information to Sponsor.

10.2 Release Form. Each Prize winner may be required to complete a verification and Prize acceptance form, indemnification agreement, and liability and publicity waiver and release form (collectively, the “**Release Form**”). Until a potential winner completes the Release Form, if requested, and is verified to be eligible and in compliance with this Contract, the potential winner is, and will remain, a potential Prize winner, unless the potential winner is disqualified for not complying with this Contract, and/or not being eligible to participate in the Contest.

10.3 Forfeiture. Winning any Prize requires that the potential winner of the Prize is, and remains, in compliance with this Contract. If a potential winner refuses to return a complete and legible Release Form within a reasonable time, or otherwise breaches this Contract, then that Prize will be forfeited in its entirety and will remain the property of the Sponsor. If Contestants or Prize winners do not accept their award within a reasonable period of time, not to exceed six months from the Contest End Date, then the Prize will be forfeited to the Sponsor. The Sponsor is not responsible or liable for Contestant’s failure to receive notices due to email security settings that may cause notifications to be marked as spam or junk email. Nor shall Sponsor be liable for the Contestant’s provision of incorrect or otherwise non-functioning contact information in any way.

10.4 Award. Upon completion of the Contest, Sponsor will contact Prize winners via the email, or other contact details provided when Contestant made their Submission, within 2 months from the Contest End Date. Prizes consisting of monetary awards will be made by personal check or electronic bank transfer via Zelle.

10.5 No Warranty. Prizes are offered or given with no written, express, or implied warranty of any kind.

11. Cancellation. Sponsor reserves the right to cancel the Contest for reasons including, but not limited to, scheduling conflicts, cancellations, postponement, an event of Force Majeure, or for any other reason in Sponsor’s sole discretion, provided such discretion is in good faith. In the event of such Cancellation, Contestants shall not be entitled to a refund of any Entry Fee. Contestants may choose to cancel a Submission at any time, but will not be entitled to a refund of the Entry Fee for any reason.

12. **Term.** This Contract is effective as of the date each respective Contestant submits their Submission and will continue until six months after the Contest End Date (the “**Term**”). Sections 6, 8, and 16 through 21, as well as any other representations, warranties, indemnification obligations, and dispute resolution provisions contained herein will survive termination of this Agreement, and obligations included therein shall continue indefinitely.

13. **Disqualification.** It is the Contestant’s responsibility to ensure that he/she has complied with the terms and conditions contained in this Contract. Sponsor reserves the right in its sole discretion to disqualify any individual who has tampered with the entry process or the operation of the Contest; violated this Contract; or acted in an unsportsmanlike, dishonest, or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person.

14. **Winner’s List / Official Rules.** The names of each winning Contestant shall be posted on the Contest Site at the conclusion of the Contest Period. The official rules and terms and conditions are contained in this Contract and will be available on the Contest Site. A winners list may be obtained by contacting the Sponsor by way of the Contact Information listed in Exhibit A.

15. **Privacy Policy.** Contestant information collected as part of the Contest will be maintained pursuant to Sponsor’s Privacy Policy, which is available at the Contest Site.

16. **Indemnification.** Contestant hereby agrees to indemnify, defend, and hold harmless the Sponsor and its affiliates, agents, successors, and assigns, from and against any claims, judgments, damages, liabilities, settlements, losses, costs, and expenses, including attorneys’ fees and disbursements, arising from or relating to, whether cause by negligence or not:

- a) any breach of this Contract by Contestant;
- b) Contestant’s participation in the Contest and/or his/her acceptance, possession, use, or misuse of any Prize or any portion thereof;
- c) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, software, or other mechanical equipment;
- d) the unavailability or inaccessibility of any transmissions, telephone, or Internet service;
- e) unauthorized human intervention in any part of the entry process or the Contest; and/or
- f) electronic or human error in the administration of the Contest or the processing of entries.

17. **Disclaimer.** Sponsor is not responsible for problems with Contest entries, including but not limited to, entries which are lost, late, misdirected, damaged, incomplete,

illegible, or cannot be completed due to electronic or technical difficulties, even if the problem is the result of the sole or partial negligence of Sponsor.

18. **Assignment**. Contestant shall not assign any of its rights or delegate any of its obligations under this Contract without the prior written consent of Sponsor. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Contestant of any of its obligations under this Agreement.

19. **Governing Law**. This Contract and all matters arising out of or relating to this Contract, including tort and statutory claims, are governed by the laws of California.

20. **Dispute Resolution**. Either party shall institute any legal suit, action, or proceeding arising out of or relating to this Contract in the federal or state courts in each case located in Los Angeles, California, and each party irrevocably submits to the jurisdiction of such courts in any legal suit, action, or proceeding. Disputes shall be individually resolved, without resorting to any form of class action. Any such suit, action, or proceeding shall proceed as a bench trial, or trial by judge, without a jury.

THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT, OR THE CONTEST, OR ANY DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY.

20.1 **Mediation**. As a condition precedent to filing such suit, action, or proceeding, the parties agree to attempt in good faith to resolve any dispute arising out of or relating to this Contract promptly by negotiation between Contestant and Sponsor. If such negotiation is unsuccessful, the parties agree to attend mediation before instituting such suit, action or proceeding in court that, unless the parties mutually agree otherwise, shall be administered by JAMS (Judicial Arbitration and Mediation Services, Inc.) or the American Arbitration Association in Los Angeles, California. A request for mediation shall be made in writing, delivered to the other party to this Contract, and filed with the person or entity administering the mediation. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

20.2 **Limitation of Liability**. Under no circumstances in any such dispute shall the Contestant be permitted to obtain awards for, and hereby waives all rights to,

punitive, incidental, or consequential damages, other than Contestant's actual out-of-pocket expenses incurred in entering into this Contest or Contract.

21. **Attorneys' Fees.** In the event that any party institutes any legal suit, action, or proceeding, including arbitration, against the other party arising out of or relating to this Contract, the prevailing party in the suit, action or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs.

22. **Merger.** This Contract, including Exhibit A, constitutes the entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, whether written or oral, with respect to such subject matter.