

CABRILLO NATIONAL MONUMENT 2008 PHOTO CONTEST

Official Contest Rules

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. ALL PRIZES AWARDED STRICTLY IN ACCORDANCE WITH THE OFFICIAL CONTEST RULES.

1. ELIGIBILITY: Cabrillo National Monument Photo Contest (the "Contest") is open only to legal residents of the fifty (50) United States (including D.C.), eighteen (18) years of age or older. All employees of Cabrillo National Monument Foundation (the "Sponsor"); Cabrillo National Monument; their affiliates, trustees, licensees and agents, and their immediate family members and persons living in the same household of each, are not eligible to participate in this Contest. Photographers who derive 5% or more of their income from taking photographs are not eligible. All applicable federal, state, municipal, and local laws and regulations apply. Void where prohibited.

2. CONTEST PERIOD: The Contest runs between April 19, 2008 and July 31, 2008 (the "Contest Period").

3. HOW TO ENTER: During the Contest Period, hand print your name, address, day and evening phone numbers, email address (if any), age, and date on which the photograph was taken, on a piece of paper. Mail it in an addressed, stamped envelope with your photograph (see Photo Guidelines below) to: Cabrillo National Monument 2008 Photo Contest, 1800 Cabrillo Memorial Drive, San Diego, CA 92106. **All entries must be postmarked by July 31, 2008.** LIMIT: one (1) entry per separately mailed envelope.

For All Entries: Cabrillo National Monument and the Cabrillo National Monument Foundation shall have the right to edit, adapt, and publish any or all of the photos submitted, and may use them in any media without attribution or compensation to the contestant, his or her successors or assigns, or any other entity. Submission of an entry in this Contest constitutes entrant's irrevocable assignment, conveyance, and transference to Sponsor of all right, title, and interest in the entry, including, without limitation, all copyrights. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due requests, which are void. In addition, by entering, contestants represent and warrant that the entries that they submit:

- Are their own original creations;
- Do not infringe any other person's or entity's rights; and
- Have not been submitted previously in a contest of any kind.

Limit: Each Contestant may enter up to a total of three (3) photographs during the Contest Period. All entries and photographs submitted become the exclusive property of Cabrillo National Monument and the Cabrillo National Monument Foundation, and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. The Sponsor is not responsible for lost, late, delayed, stolen, incomplete, invalid, unintelligible, illegible, damaged, corrupted, misdirected or postage-due entries, which will be disqualified.

4. PHOTO GUIDELINES:

All photographs must be taken in public access areas on the Cabrillo National Monument property between July 1, 2007 and July 31, 2008. Photographs must be submitted as a color print at least 3-1/2" x 3-1/2", but no larger than 11" x 14" in size. **Contestants must retain the original digital file, negative or original slide.** No alteration or manipulation of photographs is permitted except for cropping, red eye removal, and/or adjustment of contrast and brightness. Photographs that are inappropriate, indecent or obscene, as determined by Sponsor in their sole discretion

CABRILLO NATIONAL MONUMENT 2008 PHOTO CONTEST

shall be disqualified. **All National Park Service and Cabrillo National Monument rules must be followed when taking photographs.**

Photographer/Copyright

Entries must be submitted by the original photographer. Photographs taken by someone other than you but submitted by you will not be considered and you may be disqualified. You must be the sole owner of the copyright of any image submitted. Your submission of each photograph is your guarantee that you are the author and copyright holder of such photograph. In addition, by entering, Contestants represent and warrant that the Entries that they submit (i) do not infringe any other person's or entity's rights; and (ii) have not been submitted previously in a contest or promotion of any kind.

Ownership/Use Rights

Contestants retain the copyright to their photographs, and all rights thereto, except as follows. Sponsor shall have the right to edit, adapt and publish any or all of the descriptions and/or photos submitted (collectively, the "Entries"), and may use them in any media in association with the Contest without attribution or compensation to the Contestant, his or her successors or assigns, or any other entity. By entering the Contest, Contestants agree to have their submitted photograph used and displayed, either singly or in combination with others and in any size, on the Cabrillo National Monument or Cabrillo National Monument Foundation websites or in physical displays or exhibits without any fee or other form of compensation due at any time for so long as desired by the Sponsor. Photos will be credited to the Contestant named in the Entry form. Descriptions or titles, if any, used with the photos are in the Sponsors' sole discretion. In the event that ownership of any photograph submitted is challenged in any manner by any person, Sponsor may disqualify that photograph and will discontinue use of the photograph.

5. JUDGING FOR WINNER:

Administrator will review all Entries and will determine the top 10 Entries as "Finalists" based on the following criteria: (i) creativity of photograph, (ii) photographic quality, (iii) visual appeal, (iv) appropriateness, (v) ability to show diversity and (vi) richness in the Cabrillo National Monument ("Judging Criteria"). Each criterion will be given equal consideration.

Qualified judges, whose decisions regarding the Contest and related matters are final and binding, will choose the Contest winners from among all Finalists based on the Judging Criteria. There will be one (1) Grand Prize winner, one (1) Second Prize winner, and one (1) Third Prize winner. Winners will be notified via phone, email or mail by August 31, 2008. Winners must comply with all Contest Rules as published. In the event of a tie for any prize, the Entry judged to be the most creative will win the prize. The Grand, Second, and Third Prize winners, or the parent or legal guardian of such winner, if a winner is a minor in his/her state of residence, will be required to sign and return an affidavit of eligibility and liability/publicity release, where permitted, within ten (10) days from the date of notification. Winner agrees to conduct any and all media interviews related to the Contest if requested and not to criticize or disparage Cabrillo National Monument or Cabrillo National Monument Foundation during interviews. Failure to comply with this requirement for any reason, return of prize notification or prize as undeliverable, or if a winner is disqualified for any reason will result in forfeiture of the prize, and an alternate winner will be selected by the judges from the remaining eligible Entries and awarded the prize.

6. PUBLICITY: Acceptance of any prize shall constitute and signify the winner's agreement and consent that Sponsor may use the winner's name, city, state, likeness, age, occupation, photographs and/or prize information for advertising and promotional purposes worldwide,

CABRILLO NATIONAL MONUMENT 2008 PHOTO CONTEST

including the Internet, without limitation and without further payment or consideration, except where prohibited by law.

7. PRIZES:

ONE (1) GRAND PRIZE: Winning photograph displayed on the 2009 Cabrillo National Monument Annual Park Pass; a one (1) year Cabrillo National Monument Foundation Membership at Supporting Level (Supporting level for 2 adults and children includes Cabrillo National Monument Annual Park Pass with unlimited one year park admission for all persons in single vehicle, invitations to members-only events, one year subscription to *The Explorer* including name listing, 15% discount on purchases at the Cabrillo National Monument Foundation bookstore, discounts at participating Cooperating Association bookstores in other National Park Service sites, Foundation pin, Foundation decal, Foundation canvas bag; \$100 value); a \$50 gift certificate from the Cabrillo National Monument Foundation book store. Approximate Retail Value ("ARV"): \$150.

ONE (1) SECOND PRIZE: A one (1) year Cabrillo National Monument Foundation Membership at Family Level (Family level for 2 adults and children includes Cabrillo National Monument Annual Park Pass with unlimited one year park admission for all persons in single vehicle, invitations to members-only events, one year subscription to *The Explorer* including name listing, 15% discount on purchases at the Cabrillo National Monument Foundation bookstore, discounts at participating Cooperating Association bookstores in other National Park Service sites, Foundation pin, Foundation decal; \$75 value); \$25 gift certificate from the Cabrillo National Monument Foundation book store. ARV: \$100.

ONE (1) THIRD PRIZE: A one (1) year Cabrillo National Monument Foundation Membership at Family Level (Family level for 2 adults and children includes Cabrillo National Monument Annual Park Pass with unlimited one year park admission for all persons in single vehicle, invitations to members-only events, one year subscription to *The Explorer* including name listing, 15% discount on purchases at the Cabrillo National Monument Foundation bookstore, discounts at participating Cooperating Association bookstores in other National Park Service sites, Foundation pin, Foundation decal; \$75 value). ARV: \$75.

For all Prizes: Terms and conditions of the Cabrillo National Monument Foundation membership, Cabrillo National Monument Annual Park Pass and gift certificates apply. Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. All Prizes will be fulfilled within 8-10 weeks after winners are selected. Approximate Retail Value of all Prizes: \$325.

8. GENERAL RULES: By entering or participating in the Contest, Contestants agree to be bound by these Official Rules. Released Parties assume no responsibility for the incorrect or inaccurate capture of any Entry or other information, or for the failure to capture any such information. Sponsor reserves the right, at their sole discretion, to cancel, terminate, modify or suspend the Contest, and select the winner for the Contest, from the Entries received prior to the action taken or in other such manner as deemed fair and appropriate by Sponsor.

Contestants, by participating in this Contest, hereby waive and release, and agree to hold harmless the Cabrillo National Monument and Cabrillo National Monument Foundation and their respective parents, subsidiaries, affiliates, distributors, and all of their respective officers, directors, employees, representatives and agents (collectively the "Released Parties"), from and against, any and all rights including without limitation, moral rights, claims and causes of action whatsoever that they may have, or which may arise, against any of them for any liability for any matter, cause or thing whatsoever, including, but not limited to, any injury, loss, damage, whether

CABRILLO NATIONAL MONUMENT 2008 PHOTO CONTEST

direct, indirect, compensatory, special, exemplary, incidental or consequential, or other economic loss, to any person, including death and damages to all property (both tangible and intangible), arising in whole or in part, directly or indirectly, from their acceptance, possession, use or misuse of the prize in the Contest, or their participation in the Contest, or their participation in any Contest or prize related activity. Winner also further acknowledges that Sponsor, their affiliates, subsidiaries, employees, officers, and directors have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, expressed or implied, in fact or in law relative to any prize or this Contest including but not limited to quality, suitability, merchantability, condition or fitness for a particular purpose. The Sponsor hereby expressly disclaims any and all warranties, express or implied, and are expressly released by Contestants from all direct, indirect, special incidental or consequential, or other economic loss arising in whole or part, directly or indirectly, from conduct and administration of or participation in the Contest or use of the Entries as permitted under these rules. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to a particular Contestant. Nor do some states permit the waiver or release of claims which are not known or suspected to exist at the time a waiver and release are agreed to, and with full knowledge of such laws, Contestant agrees expressly to forego and not to ever assert, to the extent permissible under applicable law, directly or indirectly, any rights Contestant may have under either such laws or common law principles of similar effect or otherwise. In no event shall Sponsor be liable to Contestants or any person based on any theory or recovery, whether in contract, tort, or strict liability or otherwise, in an amount in excess of the approximate retail value of the total prizes offered under this Contest. Except where prohibited, Contestant agrees that any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved under the laws of the State of California, without respect to any conflict of law issues, and Contestant agrees that such shall be resolved individually, without resort to any form of class action, and exclusively by the California State Court.

9. PERSONAL INFORMATION: The personal information collected through the Contest is subject to Sponsor's privacy policy. Any personal information handled by an agency or vendor of Sponsor, will be done solely on their behalf and all such information shall be handled exclusively in conformance with Sponsor's respective privacy policy.

10. WINNER LIST: To obtain a listing of the winners, send a self-addressed stamped envelope to: Cabrillo National Monument 2008 Photo Contest, Winners List Request, 1800 Cabrillo Memorial Drive, San Diego, CA 92106 Requests for a winner list must be postmarked by September 30, 2008.

11. Name Removal Notification System: If you would like to be removed from Cabrillo National Monument Foundation lists please contact: Cabrillo National Monument Foundation, Remove From List, 1800 Cabrillo Memorial Drive, San Diego, CA 92106, and your name will be removed within 60 days of the request.

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