

## **Terms and Conditions:**

### **Digital Photography School Weekly Challenge: Picnic – Prizes brought to you by ViewBug**

NO PURCHASE IS NECESSARY TO ENTER OR WIN.

#### 1. INTERPRETATION

“Administrator” means Digital Photography School, PO Box 1181, Blackburn North, Victoria 3130, Australia.

“Contest” means the contest called “Weekly Challenge” as further described herein.

“Entry” means the photo submitted by the the “Participant” in response to the “Contest”

“Official Rules” means these rules and any other requirements of law.

“ViewBug” means ViewBug, 4475 Mission Blvd, San Diego, CA 92109, United States.

“Participant”, “You” or “Your” means an individual who has entered the Contest, as described below.

“Prizes” means one of the items listed in Section 9 of these Official Rules, each a “Prize”;

#### 2.

##### **SPONSOR/ADMINISTRATOR:**

The Contest is sponsored by ViewBug, 4475 Mission Blvd, San Diego, CA 92109, United States.

The Contest is administered by Digital Photography School, PO Box 1181, Blackburn North, Victoria 3130, Australia.

#### 3.

##### **CONTEST TERM:**

The Contest is open continuously from 05:00am Australian Eastern Standard Time (“AEST”) on May 12, 2018 (03:00pm United States Eastern Daylight Time (“EDT”) on May 11, 2018), through May 19, 2018, 04:59am AEST (May 18, 2018, 02:59pm EDT) (the “Contest Promotion Period”). Administrator’s computer is the official time keeping device for the purposes of the Contest. Entries that are not received during the Contest Promotion Period will not be opened or reviewed and are not eligible to participate in the Contest.

#### 4.

##### **AGREEMENT TO OFFICIAL RULES:**

By participating in the Contest, Participant fully and unconditionally agrees to and accepts these Official Rules and the decisions of ViewBug and Administrator, which are final and binding in all matters related to the Contest.

#### 5.

##### **ELIGIBILITY:**

The Contest is open only to legal residents over the age of majority (at the time of Contest entry) in the jurisdiction in which they reside. Employees (including contractors), representatives and agents of ViewBug, its subsidiaries and affiliates, representatives and agents of Administrator, its subsidiaries and affiliates, any Contest prize partners and/or Contest promotional partners,

and their immediate families (spouse, parents, siblings, children, and those living in the same household) are ineligible to participate in the Contest. The Contest is subject to all local, federal, provincial, state and governmental laws, rules and regulations.

6.

#### HOW TO ENTER:

Participants may enter the Contest through the Weekly Challenge information web page at <https://digital-photography-school.com/weekly-photography-challenge-time-picnic/> (the "Website"). The Website (including any page on the Website) is subject to these Official Rules. If there is any conflict between the Official Rules and the Website (or any page on the Website), the Official Rules shall govern.

To enter the Contest, Participant shall:

- a. Post on social media or as a reply in the comments of the competition post a digital photograph of their own in response to the Weekly Challenge theme.
- b. The link to the photo must then be submitted to the Competition Entry Form and include the required information:
  - Participant's full name
  - Participant's email address
  - URL of where the Entry photo is posted ie Facebook or Instagram link, link to comment on the competition blog post

7.

#### CONTENT OF ENTRIES:

An Entry must meet the following criteria to be eligible for entry in the Contest:

- a. The photo response to the weekly challenge prompt must be in the following formats: JPEG, non-animated GIF, TIFF, or PNG;
- b. The Entry may not contain any trademarks, logos, or copyrighted elements other than elements owned by Participant. Any content that appears in the Entry including, without limitation, the photo, images or text, must be entirely original and created solely by the Participant. Use of any content that is not original to the Participant will result in disqualification of the Entry, in the Administrator's sole discretion;
- c. The Entry may not have been previously published in any medium;
- d. There is no limit to number of entries, but each must be submitted separately via the entry form.
- e. CONTENT: All entries must be, in the sole discretion of ViewBug and the Administrator, suitable for presentation in a public forum. Entries must not contain any content which in the view of ViewBug and/or the Administrator contains any offensive or inappropriate content, nudity, indecent acts, illegal drug use, illegal activities, obscene gestures or situations, or depicts persons under 18 years of age (i.e., minors) without a full royalty - free release to entrant, ViewBug and Administrator from the minor's custodial parent or guardian.

8.

#### JUDGING CRITERIA AND PRIZE AWARDING:

On May 26, 2018, three (3) winners will be selected by a ViewBug judging panel, from all eligible Entries received during the Contest Promotion Period, based on the following criteria:

- a. Originality & WOW factor: Does it grab the viewer's attention and leave them saying "WOW?"; is it memorable, does it use elements that are original?;
- b. Creativity: Does the photo have a good balance of creativity and emotion; is the content portrayed in a creative way; and
- c. Composition & Layout -

Is the visual balance of the photo pleasing to the eye, and abiding by the basic principles of composition? Winners will be announced on the dPS Weekly Challenge Winners' Page at <https://digital-photography-school.com/weekly-challenge-winners>

9.

**PRIZE(S) AVAILABLE AND ODDS OF WINNING:**

Chances of winning a Prize depend on the number of Entries received during the Contest Promotion Period.

a. The grand prize winner will receive:

- 1 year of ViewBug PRO (\$139 value) plus a free photography logo bundle (\$59 value)

b. Two runner-up prize winners will receive:

- 1 year of ViewBug Premium (\$59 value) plus a free photography logo bundle (\$59 value)

Prize must be accepted as awarded, no substitutions or cash alternatives will be permitted.

Prize value based on retail value in United States dollars at time of publication of the Contest Rules.

The ViewBug judging panel will select one Participant to win each of the Grand Prize, and two (2) runner-up prize winners (each an "Initial Winner") and the Administrator will contact each Initial Winner by email within forty-eight (48) hours of such selection. In the event an Initial Winner cannot be contacted or does not respond to such contact within seven (7) days of notification, the Initial Winner will be deemed to have declined the Prize and another Participant will be selected by the Corel judging panel from all other eligible Entries received (a "Secondary Winner"), who shall also be contacted by email and have seven (7) days to respond to such contact. This process will continue until a Participant has accepted each Prize.

ViewBug and Administrator are not responsible for the failure for any reason whatsoever of a potential winner to receive notification or for failure for any reason for the Administrator to receive a potential winner's response.

**10. PUBLICITY:**

By entering the Contest, Participants agree to comply with these Official Rules and agree to the publication, reproduction, and/or other use of their Entry and their name, address, voice, statements about the Contest, and/or personal photograph or other likeness without further compensation, in any publicity or advertisement carried out by Viewbug or Administrator in any manner whatsoever, including print, broadcast, or the internet.

Entrant retains all copyrights to their entered photograph.

11.

**TAX INFORMATION:**

**WINNERS ARE SOLELY RESPONSIBLE FOR ALL TAXES AND FEES ASSOCIATED WITH PRIZE RECEIPT AND/OR USE WHETHER OR NOT THEY RECEIVE A TAX FORM FROM ADMINISTRATOR OR ITS DESIGNATED AGENT.**

12.

**GENERAL CONDITIONS:**

All Entries and/or Participants not complying with any of the Official Rules, tampering with the process or the operation of the Contest or acting in an unsportsmanlike or disruptive manner, will be disqualified. No correspondence will be entered into except with the selected winner(s). The Contest is subject to all applicable federal, provincial, and municipal laws. The decisions of Viewbug and Administrator with respect to all aspects of the Contest are final and binding on all Participants

without right of appeal. Corel and Administrator are not responsible for late, lost, misdirected, delayed, or illegible Entries. Without limitation, ViewBug and the Administrator will not be liable for the failure of any Entry to be received or for any technical or other problems in the administration of the Contest. ViewBug reserves the right to withdraw, terminate or amend the Contest in any way, in the event of an error, technical problem, tampering, unauthorized intervention, fraud, technical failure, or any other cause beyond the reasonable control of ViewBug that interferes with the proper conduct of this Contest as contemplated by these rules. Any attempt to deliberately undermine the legitimate operation of this Contest is a violation of criminal and civil laws and should such an attempt be made, Viewbug reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution. ViewBug reserves the right to cancel or suspend this Contest in the event of any accident, printing, administrative, or other error of any kind without prior notice and without obligation. ViewBug and Administrator are not responsible for error, technical problem, tampering, unauthorized intervention, fraud, technical failure, interrupted or unavailable network, server or other connections, miscommunications, failed phone or computer hardware or software or telephone transmissions or technical failures, garbled transmissions or other errors of any kind whether human, mechanical or electronic or any other cause beyond the reasonable control of ViewBug and Administrator that interferes with the proper conduct of this contest as contemplated by the Official Rules.

By entering the contest, each Participant (a) releases and holds harmless ViewBug and Administrator and their respective subsidiaries, affiliates, directors, officers, employees, suppliers, sponsors and agents from any and all liability for any injuries, loss or damage of any kind to persons or property, including death or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any Prize, participation in the contest, or participating in any Prize related activity; and (b) agrees to fully indemnify ViewBug and Administrator and their respective subsidiaries, affiliates, directors, officers, employees, affiliates, suppliers, sponsors and agents from any and all claims from third parties without limitation.

Contest void where prohibited by law.