

PRINCE GEORGE’S AFRICAN AMERICAN MUSEUM AND CULTURAL CENTER
“NOW” 2015 PHOTO CONTEST
OFFICIAL RULES

NO PURCHASE OR PAYMENT IS REQUIRED TO ENTER OR WIN.
A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCE OF WINNING.
VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

1. **General.** Prince George’s African American Museum And Cultural Center’s (“PGAAMCC”) “Now” Photo Contest (the “Contest”) will begin on **Saturday, July 11, 2015**, at 12:00:01 a.m. eastern standard time (“EST”) and will end on **Saturday, September 12, 2015**, at 12:00:01 a.m. EST (the “Contest Period”). Before entering the Contest, each entrant must review and agree to be bound by the Contest’s Official Rules as set out below. By entering the Contest, entrants accept and agree to be bound by the Official Rules and accept the decisions of the Sponsor, as defined below, as final and binding in all respects.

2. **Sponsor.** Contest is sponsored by PGAAMCC (the “Sponsor”), 4519 Rhode Island Avenue North Brentwood, MD 20722.

3. **Eligibility.** The Contest is only open to legal residents of the United States of America and the District of Columbia, except as provided below, who are eighteen (18) years of age or older as of the date of entry. Void where prohibited.

The Contest is not open to the following persons: employees, agents or representatives of the Sponsor, the subsidiaries and affiliates of the Sponsor, or employees, agents or representatives of suppliers providing prizes or other materials or services in connection with this Contest, including promotional agencies (collectively, the “Excluded Individuals”); immediate family members (parent, child, sibling and spouses of each) of the Excluded Individuals; and any other persons with whom the Excluded Individuals reside.

4. **Timing.** The Contest consists of three (3) phases as described in the chart below:

Phase	Begins	Ends
Entry Phase	July 11, 2015 at 12:00 a.m. EST	September 12, 2015 at 12:00 a.m. EST
Judging Phase	September 14, 2015	September 29, 2015

Sponsor’s computer is the official time-keeping device for the Contest.

5. **How to Enter.** During the Entry Phase, entrants may submit entries online at www.pgaamcc.org/now.

A participant can submit a maximum of five (5) photos. Entries must be submitted under one of the contest’s designated categories. Participants may also submit a series of up to three (3) images in any one category. However, entrants may only submit a total of five (5) photos (*That means two separate images could be uploaded in two different categories along with three others in another category-totaling five*). Each entry must be accompanied by a brief description – 250 words or less – as designated in the ‘Who May Enter’ section above.

Limit one submission per email address. Each Photo must meet the guidelines set forth below and any Entry not made in accordance with these Rules is void.

In the event of a dispute regarding any Entry, the Entry will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry (i.e., the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address). The Contest is subject to all applicable federal, state and local laws and regulations and is void where prohibited.

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6. **Entry Guidelines.** All Entries must comply with the following guidelines:

- a. The Entry must describe which Category each Photo is being submitted to. Any Photo that does not identify a Category will be ineligible to receive a Prize.
- b. All Photos should be high resolution digital images. The Entry must be in English.
- c. The Entry (including the copyright in the Photos) must be owned and originally created by the Entrant.
- d. The Entry must not previously have been published or won any award.
- e. The Entry must not name or refer to any brand or trademark other than the Sponsor, which marks Entrant has a limited license to use solely to incorporate into his/her Entry for this Contest and for no other purpose whatsoever.
- f. The Entry must not contain any material that is inappropriate, hateful, tortious, slanderous, defamatory, threatening, indecent, violent, libelous, obscene or offensive, refers to dangerous, unlawful or illegal acts, promotes a political agenda, or contains any criminal or civil liability.
- g. The Entry must not contain any material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion or religious beliefs nationality, disability, sexual orientation or age.
- h. The Entry must not contain any material that violates or infringes upon the rights of any third party, including, without limitation, copyrights, trademarks or rights of privacy or publicity, or that is unlawful, in violation of or contrary to any applicable laws or regulations, or whose use by the Sponsor requires a license or permission from or payment to any third party.
- i. The Entry must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the Entry is created.
- j. If the Entry identifies any person other than the Entrant, the Entrant must have prior to submission obtained such person's consent to the use by the Sponsor of the Entry including such person's name, image and/or other identifying information, as applicable, as permitted hereunder; and
- k. The Entry must not contain any material that the Sponsor, in its sole discretion, deems inappropriate for public dissemination.

By submitting an Entry, the Entrant represents and warrants that he or she has complied with all of the foregoing requirements and has obtained all permissions, licenses and consents that are necessary to submit the Entry, including the Photos, and for the use of the Entry as permitted by these Official Rules and to verify compliance with the foregoing requirements. Each Entrant agrees to provide to the Sponsor at the Sponsor's request copies of all such permissions, licenses and consents. The Sponsor reserves the right in its sole discretion to disqualify Entrants or Entries for not meeting any of the requirements outlined above or for any other reasons. Entries cannot be withdrawn, revised or altered once submitted.

Submitting an Entry constitutes Entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Entry, including any Photos, in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes without restriction or further notice. Sponsor may utilize any Entry for promotional purposes, advertising and other promotional tools in perpetuity without compensation of any kind to Entrant. Entrant waives all moral rights in and to the Entry in favor of the Sponsor and will not have any ownership of intellectual property Sponsor creates using any Entry. If requested, Entrant will sign any documentation required for Sponsor or its designee to make use of the exclusive rights Entrant is granting to use the Entry.

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Categories: The "Categories" are as follows:

The Natural World: Animals, plants and landscapes; geological or climatological features in Prince George's County.

People: Portraits of individuals from all walks of life.

Culture: Events, places, objects or activities exploring the rich cultural composition of Prince Georges County; photographs that provide a sense of what it is like to live, work, worship, shop and play in this county, at this moment in American history.

Altered Images: Photographs manipulated for artistic purposes by applying digital and/or traditional special effects (i.e. colorizing, toning, collage, photo composites, HDR, etc.). These images should express a unique concept related to life in Prince George's County.

You: Show the world who you are 'Now.' This sixth category is for "selfie" images taken with a mobile device (phone or tablet).

Any image that the Judges determine, in their sole discretion to be altered (other than minor alterations to lighting, focus and contrast) shall be eligible only for the "Altered Images" category.

7. **Winner Selection.** All Eligible Entries will be reviewed by a panel of qualified judges (the "Judges"), selected by Sponsor in its sole discretion, who will assign each photo a score between 1 and 100 in each category of criteria below (the "Judging Criteria"):

- (a) **Compelling Nature of Entry** (50%): Photo submitted depicts a socially important theme in a thought-provoking manner. Photo is likely to inspire important thought and conversation about social issues important in today's society.
- (b) **Creativity/Originality** (25%): Photo embodies creativity, originality and artistry.
- (c) **Clarity and Adherence to Theme** (25%): Photo adheres to category for which it is submitted. Photo does not blend multiple Categories into one image.

In the event of any tie score, weight will be given to the score for Judging Criteria (a) first, then Judging Criteria (b), then Judging Criteria (c).

Odds of winning will depend on the total number of eligible Entries received and the caliber of those Entries and the Entries' compliance with the above-noted judging criteria. Acceptance of an Entry or Photo does not constitute a determination by Sponsor that the Entrant who submitted the Entry or Photo is eligible to participate in the Contest or that the Entry or Photo otherwise complies fully with the Official Rules. In the event of any dispute, the decision of the Sponsor shall be final.

The Sponsor will notify each potential Winner by e-mail (at the e-mail address provided by the Entrant when entering the Contest). The Sponsor may, in its discretion, also confirm with winners by telephone or in writing. In the event the Sponsor is unable to contact a potential winner despite reasonable efforts to do so, as determined in the Sponsor's sole discretion, such winner's prize will be forfeited and an alternate winner may be chosen by the Sponsor.

The e-mail notification will include a link that contains a copy of a Release and Eligibility Agreement (the "Claim Form") and other information required to claim the prize. All completed, un-amended Claim Forms must be received by the Sponsor within ten (10) business days after it is e-mailed to the potential winner ("Submission

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Deadline”). All completed Claim Forms become the property of the Sponsor and will be verified by the Sponsor. In order to claim a prize, each winner must complete the Claim Form which includes representations of eligibility, compliance and release of liability and publicity release. Among other things, the submission of the Claim Form confirms compliance with these rules, acceptance of the prize as awarded, agreement to maintain confidentiality until winners are announced by the Sponsor, and release of certain parties from any losses, liabilities, damages or claims arising from or related to the prize awarded and the Contest itself. If a potential winner fails to submit the Claim Form with all information required by the Submission Deadline, the Sponsor reserves the right to disqualify the potential winner, and the Sponsor shall be fully and completely released and discharged from any liability or responsibility in this regard.

Each Winner must prove he or she is a qualified winner by providing identification acceptable to the Sponsor (e.g., state driver's license; state issued identification card; valid passport with address verification; or birth certificate with social security card and photo identification and address verification). If a winner cannot prove he or she is a qualified winner, the prize will not be awarded. If a winner declines the prize, another winner may be selected from the eligible entries received. Each Winner may be required by Sponsor to submit a high resolution image (at least 300 dpi at 3,000 pixels on the longest side of the photo). Any Winner unable to comply with this requirement may be disqualified and another Winner will be selected as set forth above.

8. Prizes.

The Grand Prize Winner will receive \$1,000. Second Place winner will receive \$ 500.00 and Third place winner will receive \$ 250.00.

The approximate retail value (“ARV”) of all Prizes is \$1,750.00.

Prizes are awarded “as is” with no warranty or guarantee, either express or implied by the Sponsor. Winners may not substitute, assign or transfer prize or redeem prize for cash, but Sponsor reserves the right, at its sole discretion, to substitute a prize (or portion thereof) with one of comparable or greater value. Winner is responsible for all applicable federal, state, local and other tax liabilities, including but not limited to, sales and use taxes, excise taxes, income and withholding taxes, customs duties, fees and like amounts in connection with a prize. The Sponsor is not responsible for any such taxes or expenses. A Form 1099 may be submitted to all appropriate taxing authorities.

9. Release; Consent to Use Likeness, Voice and Address. By entering the Contest, each winner agrees: (a) to abide by these rules and the decisions of the Sponsor, which shall be final and binding in all respects; (b) to release and hold harmless the Sponsor, its subsidiaries and affiliates and the franchisees and affiliated merchants of each of the foregoing, all prize suppliers, all agents or representatives of the foregoing, including without limitation their advertising and promotional agencies, and each of their respective officers, directors and employees (collectively, the “Released Parties”) from any and all claims, liability, loss or damage whatsoever arising with respect to the Contest or the awarding, receipt, possession and/or use or misuse of any Contest prize and further acknowledges that none of the foregoing persons have made nor are responsible or liable for any warranty, representation or guarantee a particular purpose thereof; and (c) to consent to the use of his or her name, image, voice, likeness, city and state of residence and/or photographs without compensation in any publicity or advertising carried out in any medium worldwide by the Sponsor and/or its advertising or promotional agencies or sub-licensees without limitation or further notification, and without providing compensation or intellectual property rights to the Entrant, except where prohibited. Sponsor may utilize any Entry for promotional purposes, advertising and other promotional tools in perpetuity without compensation of any kind to entrant.

10. General Conditions. Entries that are incomplete, mutilated, altered, reproduced, forged, counterfeited or irregular in any way, are automatically void. The Released Parties are not responsible for the following: (a) lost, late, delayed, illegible, inaudible, stolen, damaged, altered, destroyed, mutilated, misdirected, illegal, incomplete or postage due rule requests, entries or prize claims; (b) lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines or technical failure or jumbled, scrambled, delayed or misdirected transmissions or computer hardware or software typographical,

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mechanical, telephonic, electronic or network relating to or in connection with this Contest, including, without limitation, errors which may occur in connection with the administration of the Contest, the processing of entries, the announcement of the prizes, or in any Contest-related materials; or any incorrect or inaccurate information, whether caused by site users, tampering, hacking or by any equipment or programming associated with or utilized in the Contest.

Entrants may also be disqualified if Sponsor learns that the entrant disparages the Sponsor during or after the Contest Period. Entrants should be aware that Sponsor retains the right to take legal action against entrants who commit libel or slander against Sponsor during or after the Contest Period.

The Sponsor fully reserves the right, in its sole discretion, to cancel, suspend, terminate or modify the Contest if the Contest is not capable of being completed as planned, including infection by computer viruses or bugs, tampering, unauthorized intervention, force majeure or technical failures of any sort beyond the reasonable control of the Sponsor, which corrupts or impairs the administration, security, fairness or proper play of this Contest.

The Sponsor is not responsible for printing errors in the Contest materials or these Official Rules. If, due to a production or printing error or other unforeseen error, there are more winners than prizes for any level, the Sponsor reserves the right to award any remaining prizes for that level through a random drawing of all eligible winners for that level. No more than the number of prizes listed herein will be awarded.

No correspondence will be entered into except with potential winners.

By entering the Contest and voluntarily providing your personal information as described in these Official Rules, you agree to the collection and use of your personal information by the Sponsor and its representatives, Promotional agencies and marketing organization for the purpose of administering the Contest, including without limitation contacting entrants in the respect of the Contest and disclosing the list of winners. Your personal information may be used for future Contests and marketing of the Sponsor, its affiliates, representatives, and Promotional agencies but will not be used for any other purpose nor will it otherwise be disclosed to third parties, unless otherwise required by law. If you would like to be excluded from all lists used by the Sponsor for any future Contests and marketing by the Sponsor, you may send a letter requesting that you be removed from such lists to the Sponsor at 4519 Rhode Island Avenue North Brentwood, MD 20722.

This Contest and the terms and conditions contained in these Official Rules shall be exclusively governed and constructed in accordance with the laws of the Commonwealth of Massachusetts and the federal laws of the United States of America applicable therein. Any dispute arising hereunder shall be adjudicated solely in the applicable court in or closest to North Brentwood, Maryland.

This Contest is subject to all applicable federal, state, local laws and regulations. Void where prohibited or restricted by law.

If any one or more provisions of these rules are held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the validity, effect or enforcement of any other provision or provisions of these rules.