



## **Entry Period**

Audubon South Carolina's "Audubon South Carolina Photo Contest" begins on May 1, 2018, at 12 p.m. Eastern Standard Time (EST), and ends on August 15, 2018, at 11:59:59 p.m. EST (the "Contest Entry Period"). Entry into this Contest constitutes your acceptance of these Official Rules.

## **Sponsor**

National Audubon Society, Inc., 225 Varick Street, 7th Floor, New York, New York 10014. "Audubon" and "Audubon South Carolina" may be used interchangeably.

## **Who May Enter**

The Audubon South Carolina Photo Contest is open to all legal residents of the 50 United States, the District of Columbia, and Canada (excluding Quebec) who are 13 years of age or older as of January 1st, 2018. Employees of National Audubon Society, Inc., its officers, directors of any of its national, state and center boards, and the immediate families (parents, children, siblings and spouses, regardless of where they reside) or those living in

the same household (whether or not related) of any employees, officers or directors, are not eligible to participate.

## **Entry Guidelines**

Eligible individuals (the “Entrant” or “You”) may submit any number of photographs with an entry fee of \$5 per photo. Photos must depict South Carolina birdlife in any form in either horizontal or vertical format. Photos may have been taken at any time.

Photographers with all levels of expertise can enter this contest. Please be sure to read this entire document including the General Conditions.

## **Eligible Photographs**

**To be eligible to win a prize, all submitted Photographs must:**

1. have been taken in South Carolina and entrants must include the location of where the photo was taken in the file name
2. depict birdlife (i.e. contain at least one bird)
3. accurately reflect the subject matter as it appeared in the viewfinder (a “Photograph”). Photographs that have been digitally or otherwise altered beyond standard optimization (e.g., removal of dust, cropping, adjustments to color and contrast) will be disqualified. Normal processing of RAW image files or minor adjustments to color and contrast are acceptable, as is minimal cropping. You may be required to provide Audubon South Carolina with RAW image files (or the copy of a slide) in the timeframe provided upon request (generally within 7 days of notification). Failure to timely provide RAW files or a copy of the slide may result in the disqualification of the Photograph at Audubon South Carolina's sole discretion.
4. show wild birds only; no images of captive birds are allowed
5. be digital; only digital entries will be accepted that are submitted at <https://sc.audubon.org/2018photocontest>. No mail-in entries will be accepted.
6. be at least 2,000 pixels on the short side and be submitted at 300 ppi. Photos can be no larger than 20 MB in total file size
7. be saved in sRGB mode
8. be saved in the JPG format with no watermark or copyright
9. be titled with your name, species, and location (e.g., Jill\_Jones\_Golden\_Eagle\_HarleyvilleSC.jpg); if you plan to submit more than one Photograph of the same species, number each Photograph in the title (e.g., Jill\_Jones\_Golden\_Eagle\_2\_HarleyvilleSC.jpg).

The decision by the judges to disqualify any submission is final.

## **Ethical Bird Photography**

Audubon South Carolina encourages every photographer to practice responsible bird photography. Prior to submitting any Photograph, you must read Audubon's [Guide to Ethical Bird Photography \(Guide to Ethical Bird Photography\)](#). A Photograph that appears

to the Sponsor or Judges to be in violation of one of the following six rules is not eligible for Submission and, if submitted, will be disqualified at Audubon's sole discretion.

1. Photographs showing birds that appear to be stressed or harassed by the photographer.
2. Photographs taken when birds have been intentionally or unintentionally flushed.
3. Photographs of birds at nests taken with wide-angle or macro lenses.
4. Photographs of birds of prey (e.g., hawks, owls) lured with live bait or decoy bait, such as fake mice.
5. Photographs of nocturnal birds (e.g., owls, nightjars) taken with a flash at night.
6. Photographs of birds taken by or with drones.

The decision by the Sponsors or judges to disqualify any Submission is final.

## **How to Enter**

To enter the Audubon South Carolina Photo Contest you must pay the \$5 per photo entry fee at <https://sc.audubon.org/2018photocontest> where instructions for submitting your photos will be provided.

## **Judging**

Judging will be blind and be conducted by a panel of three (3) judges appointed by the Sponsor. The judges are:

- David Hartfield, Award Winning nature photographer and founding member of Carolinas' Nature Photography Association
- Mark Hoyle, Award Winning and Published nature photographer
- Don Wuori, Award Winning bird and nature photographer, and past president of the Carolinas' Nature Photography Association

Judges will score eligible Photographs using the following criteria: a) Technical Quality; b) Originality; and c) Artistic Merit. Prizes will be awarded as follows: There will be 8 winners: a) Best of Show, b) First Place, c) Second Place, d) Third Place, and e) Four Honorable Mentions. No Entrant may win more than two prizes. There will be unique Best of Show, First Place, Second Place, and Third Place winners, but a First Place, Second Place, and Third Place winner may also win Honorable Mention with another Photograph. In the event of a tie at any level, the Judges will use the Artistic Merit score of each tied Photograph to rank the Photographs. The Photograph with the highest Artistic Merit score will be the winner for that prize. If there continues to be a tie after the Artistic Merit scores are compared, the Judges will compare and rank the Technical Quality scores, and then the Originality scores, in that order. If the scores of the Photographs are still tied, the Sponsor will assemble a separate panel of judges who will review the tied Photographs using the above criteria. The decisions of the Judges will be final. Winners will be contacted and confirmed by U.S. mail, email, and/or telephone on or about October 1st, 2018.

## **Prizes**

There are 8 prizes available to be won: Best of Show, First Place Prize, Second Place Prize, Third Place Prize, and 4 Honorable Mention Prizes. Prizes will be awarded only to the person whose name is on the winning entry at the time of Submission.

1. Best of Show: \$400 USD
2. First Place Prize: \$300 USD
3. Second Place Prize: \$200 USD
4. Third Place Prize: \$100 USD
5. Honorable Mention Prizes (four): \$50 USD each

Winners will be required to sign an Affidavit of Eligibility and Release of Liability and Publicity (together, the "Releases"), where permitted, and return the Releases, properly executed, to Audubon South Carolina within seven (7) days of being notified. Releases will require the winner to furnish his/her Social Security Number for the sole purpose of tax reporting, as required by law. If a winner is otherwise eligible under these Official Rules, but is nevertheless deemed a minor in his or her state of primary residence, his/her prize will be awarded in the name of his/her parent or legal guardian who must execute the Releases on the minor winner's behalf. Sponsor may disqualify any winner who fails to respond to the prize notification or fails to return the Releases within the seven-day period and, at Sponsor's sole discretion, select an alternate winner. If any Prize or Prize notification is returned as undeliverable, a winner declines his or her Prize, or a winner fails to comply with any of these Official Rules, that winner will be disqualified and an alternate winner may be selected by the Judges using the scoring procedure outlined above.

Winners are responsible for the payment of any taxes on Prizes.

Prizes will be awarded within 60 days of each winner being confirmed.

The odds of winning depend on the number of entries received.

## **General Conditions**

By submitting a Photograph to the Audubon South Carolina Photo Contest, you agree to the following:

1. You represent and warrant that: a) You are the sole and exclusive author and owner of the Photograph and all rights therein; b) The Photograph has not won any previous awards, prizes or competitions; c) You have the full and exclusive right, power, and authority to submit the Photograph and to grant Audubon the rights granted herein, including a worldwide copyright license, upon the terms and conditions set herein; d) No rights in the Photograph have been previously granted to any person, firm, corporation or other entity, or otherwise encumbered such that the prior grant would limit or interfere

with the rights granted to the Sponsors herein; e) No part of the Photograph has been published by Audubon or in the Audubon Magazine, on any portion of Audubon's or Audubon South Carolina's website ([www.audubon.org](http://www.audubon.org) or [www.sc.audubon.org](http://www.sc.audubon.org)); and f) No part of your Photograph defames or invades the privacy or publicity rights of any person, living or deceased, or otherwise infringes upon any third party's copyright, trademark or other personal or property rights.

2. You acknowledge that: a) Sponsor has the right in its sole discretion to disqualify any Photograph at any time if it determines that the Photograph is offensive, inappropriate, or contrary to the Sponsor's reputation, or that you or your Photograph have not complied with any of the Official Rules; b) Sponsor is not responsible for misdirected, incomplete, lost, late, undelivered, inaccurate, illegible, or delayed Submissions, for technical, hardware, or software failures of any kind, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmissions, for human, mechanical, typographical, printing, electronic, or network errors, for errors which may occur in connection with the administration of the Contest, the processing of Submissions, the announcement of prizes, or any other errors, any of which may limit or affect your ability to participate in the Contest; c) Sponsor has the right to modify, suspend or cancel the Contest in the event that it becomes infected by a computer virus or is otherwise technically impaired, and to suspend or cancel the Contest in its entirety should tampering, unauthorized access, fraud, technical failures, acts of God or other causes corrupt the administration, security, fairness, or integrity of the Contest. If the Contest is suspended, Sponsor may select winners from the set of all non-suspect, eligible Submissions received up to the date of cancellation using the judging procedure outlined above, or, in its sole discretion, cancel the Contest and decide to award no Prizes; d) You may be disqualified from entering the Contest if it is determined by the Sponsor that you engaged in false or deceptive acts; e) Mass entries generated by script, macro or use of automated devices will be disqualified; f) By entering the Contest, you are not creating a confidential or fiduciary relationship with the Sponsor; g) Sponsor may itself create other artwork, receive Submissions from other Entrants for this Contest, or receive photographs from third parties in connection with Sponsor's customary business that are similar or identical to your Photograph in theme, idea, format or other respects. You waive any and all claims against Sponsor you may have now or may have in the future that your Photographs are substantially similar in theme, idea or format to any photographs or other artwork in Sponsor's possession; and h) Sponsor and its designees have the right, unless prohibited under law, to use your name, city and state of residence, voice, picture and likeness, without compensation, notification or approval, for the purpose of advertising and publicizing the Sponsors' goods and services and publicizing the Contest, in any manner or medium, now or hereafter known, worldwide and in perpetuity.

3. If any Photograph in your Submission contains any material or elements not owned by you, or which are subject to the rights of third parties, you are responsible, prior to submitting the Photograph, for obtaining any and all releases necessary to permit the use and exhibition of the Photograph in all the manners contemplated by these Official Rules, including, without limitation, permission to use the name and likeness of any person who appears or is identifiable in the Photograph. You may be required to provide proof of these

permissions in a form acceptable to Audubon, and if you fail to provide such proof within seven days of request by Audubon, your Photograph will be disqualified.

4. You irrevocably grant to Audubon a non-exclusive, worldwide, royalty-free, perpetual license to use the Photograph in any manner, including the rights to reproduce, distribute, sublicense, create derivative works, and commercial and non-commercial exploitation rights in any and all media now known or hereafter invented, including, but not limited to: a) Audubon and Audubon South Carolina publications and all Audubon websites and blogs related to the Contest; b) any slideshows, brochures, newsletters, articles, reports, calendars and publications related to the Contest; c) solicitations for the Contest; d) promotions and communications related to the Contest; and e) physical and digital galleries and exhibitions of Submissions, including, but not limited to, exhibitions at Audubon South Carolina offices, centers and sanctuaries. You may be required to execute any documents necessary to perfect such rights in the Sponsor.

5. You hereby release Audubon, its subsidiaries, affiliates and divisions, and its respective directors, officers, employees, and agents from any and all liability, loss or damage arising from or in connection with your participation or attempt to participate in the Contest, and/or the awarding, receipt, use or misuse of a Prize or participation in any Prize-related activities; from claims based on publicity rights, defamation or invasion of privacy; and from claims based on the infringement of or protection of the copyright in your Submission.

6. You agree to indemnify, defend and hold harmless Audubon against any claims by any third party related to a breach of any of these General Conditions, including, but not limited to, a claim of ownership of any copyright, trademark, or any personal or property rights, libel, defamation, invasion of privacy or right of publicity, or your failure to pay taxes on any Prize.

7. The Sponsor and its subsidiaries, affiliates and divisions, and its respective directors, officers, employees, attorneys, representatives and agents make no warranties, and hereby disclaim all warranties, express or implied, concerning the Contest and any Prize furnished or awarded in connection with the Contest, including, but not limited to, Audubon's ability to award a Prize due to its bankruptcy, insolvency or failure to continue its business. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND THE CONTEST ENTITIES HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NONINFRINGEMENT.

8. If your Photograph is determined by Audubon in its sole discretion to be ineligible at any time during or after the Contest Entry Period, that Photograph will be removed from the judging. If your Photograph is found to have been ineligible after it was awarded a Prize, you agree to return the Prize or the value of such Prize to Audubon immediately following notification of ineligibility. If you are disqualified by Audubon in its sole discretion for a violation of any of these Official Rules at any time during or after the Contest Entry Period,

all of your Submissions will be disqualified from the Contest and, in the event that any of your Submissions were awarded a prize, you agree to return the Prize or the value of such Prize to Audubon immediately following notification of disqualification.

### **Privacy**

Personal information collected from online entries is subject to Audubon's Privacy Policy, which can be found at [audubon.org/privacy-policy](http://audubon.org/privacy-policy); provided, that in the event of any conflict between these Official Rules and such Privacy Policy, the terms and conditions of these Official Rules prevail.

### **Winner Confirmation**

You may obtain the name/city of residence of the winners by mailing a self-addressed stamped envelope to: Audubon South Carolina Photo Contest – Winner's List, 336 Sanctuary Road, Harleyville, SC 29448. Requests received after December 1, 2018, will not be honored.

*This Contest is void where prohibited by law. Contest is governed by U.S. law and subject to all applicable federal, state and local laws and regulations.*