

NATIONAL

WILDLIFE® PHOTO CONTEST 2011



INFORMATION, TERMS AND CONDITIONS

FOR VOTERS OF THE PEOPLE'S CHOICE AWARD

WHO CAN VOTE: Anyone thirteen (13) years of age and older can vote after providing his or her name, an email address, postal code and password. The password is intended for voters to bypass registration and continue to vote at a later time for newly entered photos. An email address is required in case the password is forgotten. Voters must agree to these Terms and Conditions for voting by checking the appropriate box.

WHEN: The first round of the People's Choice Award will open April 1, 2011, and close July 31, 2011. Final round will open on August 1, 2011, and end August 14, 2011.

HOW: Voters can vote in either or both rounds. In the first round, voters can vote for as many photos as they wish, but can vote for the same photo only once per day. Final round will consist of six (6) photos as determined by first round votes and confirmed by the judges. In the final round, voters can vote daily, but only for one photo per day from those offered. The photo with the most votes in the final round will be named the People's Choice and will appear in the December 2011/January 2012 issue of *National Wildlife* and online.

FOR ENTRANTS

WHO IS ELIGIBLE: The *National Wildlife* Photo Contest (NWPC) is open to all photographers worldwide who are at least 13 years of age, except employees and directors of the National Wildlife Federation (NWF), their immediate families and individuals living in the same household as such employees. NWF reserves the right to verify, in its sole judgment, entrant eligibility.

LEVELS: Photographers must enter their images in one of the following levels:

- **Pro**—Full or part-time professional photographers who receive all or a major part of their income from nature photography.
- **Amateur**—Beginning or amateur photographers at least 18 years of age, and advanced or experienced photographers who do not receive a major part of their income from nature photography.
- **Youth**—Young photographers ages 13 to 17. Youth level entrants must read and accept Youth Agreement and have their parent or legal guardian also agree by checking the appropriate boxes on the Youth Agreement page. Young photographers 12 and under, please enter our *Ranger Rick*® Photo Contest at <http://www.nwf.org/en/Kids/Ranger-Rick/Activities/Contests/Photo-Contest-Rules-and-Entry-Form.aspx>.

CATEGORIES: Photographers must enter each image in one of the following categories. **The same photo cannot be entered in more than one category.** If you wish to move a photo to another category after you have uploaded, simply change that photo's category on the upload page. Judges reserve the right to switch images to other categories.

1. **NEW! Baby Animals**—Portraits and Behavior of Young Animals of Any Species
2. **Backyard Habitats**—Wild Creatures, Native Plants and Natural Settings in Your Yard
3. **Birds**—Portraits and Behavior
4. **Connecting People and Nature**—People Enjoying the Outdoors
5. **Landscapes and Plant Life**—Scenic Views and Native Plants in Wild Settings
6. **Mammals**—Portraits and Behavior
7. **Other Wildlife**—Portraits and Behavior (includes underwater life, reptiles, amphibians, insects, spiders and more)

WHAT PHOTOS TO ENTER: We are looking for striking images of nature—on land, in the air and beneath the water's surface—from anywhere in the world. These images may show animal behavior, portraits of wildlife in natural habitat, plant life, natural landscapes, or people interacting with nature. **Do not include photographs of pets or domestic animals. Images of captive animals photographed in game farms or roadside zoos, or animals from these facilities photographed elsewhere and with handler's control, will be disqualified.** Captive animals photographed in major zoos, wildlife research facilities or rehabilitation centers are acceptable. Clearly label these animals as captive in the Subject box when uploading and provide details in the Story box. Previously published photos may be entered; however, please include information on when and where the photos appeared. Winning photos from other competitions may also be entered, but include the name of the contests and the years they won. Such information is informative only and will not influence judges' decisions.

Entrants must not infringe on the rights of any other photographer or person or submit images that involve the willful harassment of wildlife or damage to the environment by the photographer.

Donations: If you wish to donate any of your images to the National Wildlife Federation for use in furthering its mission, please check the appropriate box for each image during uploading. Donors retain ownership of their photos to use them as they wish, and grant NWF, its subsidiaries, affiliates and partners an irrevocable non-exclusive license to reproduce, publish, circulate or otherwise use the photographs howsoever in any medium now in existence or to be established, throughout the world in perpetuity. NWF greatly appreciates all image donations.

Digital Alterations: All photographs should accurately reflect the subject matter and the scene as it appeared. **Photos that have been digitally altered beyond standard optimization will be disqualified.** Acceptable are adjustments to color, contrast, brightness and sharpness; removal of dust and scratches; cropping; black and white conversions; and use of HDR (high dynamic range), where multiple exposures of the same scene are combined for a greater tonal range. **Not acceptable are photo composites (combination of two or more photos, not of the same scene); the addition, duplication, deletion or moving of objects in the photos; or the use of artistic digital filters and effects.** Examples of artistic filters and effects are watercolor, neon glow, posterizing, stained glass, and others which do not show the scene in its natural way.

DEADLINE: The final date for submitting photos is **July 14, 2011**, at 11:59 pm in your time zone. To avoid uploading delays, **do not wait until the final days of the contest to enter.** In past years, the large number of entrants trying to upload their photos just prior to deadline caused technical problems which left them unable to enter. NWF anticipates notifying winners by early October 2011.

JUDGING: Photographs will be judged on **originality, technical excellence, composition, overall impact and artistic merit.** Judges will be the design director, photo director and other staff members of *National Wildlife*. All decisions by the judges will be final and binding.

Winners may be viewed beginning late November 2011 at www.nwf.org/PhotoZone. A list of winning entrants is also available by sending a request and self-addressed, stamped envelope to NWPC, National Wildlife Federation, 11100 Wildlife Center Drive, Reston, VA 20190. Vermont residents may omit return postage.

PRIZES: Two Grand Prizes, 15 First Place prizes and 15 Second Place prizes will be awarded as listed below. In celebration of its 75th anniversary, NWF will also award 75 Honorable Mentions from the finalists as the judges deem appropriate. Prizes are made possible by the entry fee; no NWF funds are used for these prizes. All Winners and Honorable Mentions will appear on NWF's website at www.nwf.org/PhotoZone. NWF will also select and publish certain Winners and Honorable Mentions from any category in the December 2011/January 2012 issue of *National Wildlife*. NWF will send two copies of that issue to the entrants whose photos are published in it.

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| 1. Grand Prize —one each for Pro and Amateur divisions (2): | Cash Prize of \$5,000 each |
| 2. First Place —one for each category in both Pro and Amateur divisions and one in Youth Division (15 total): | Apple iPad (value: \$499 each) |
| 3. Second Place —one for each category in both Pro and Amateur divisions and one in Youth Division (15 total): | Apple iPod touch (value: \$229 each) |
| 4. Honorable Mentions (75 total) | NWF 2012 calendar (value: \$15.99 each) |

NWF reserves the right to substitute a prize of equal or greater value in the event the offered prize is unavailable. No substitution or transfer of prizes permitted except as provided herein.

YOUR RIGHTS: Entrants retain ownership and all other rights to future use of the photographs they enter except for the following: Your entry to the contest constitutes your agreement to allow your entered photographs—and your name, occupation, city, state and country of residence—to be published as winners or finalists in *National Wildlife* magazine and on the NWF website, and used for promotions of the NWPC including, but not limited to, publications by NWF and other organizations, exhibitions, a photo contest calendar, a compilation book or electronic collection of photographs, online photo features and contests, social media platforms, web pages and emails providing NWPC information, updates, rules and photography tips. Entrants also agree to the use of their entered photos in the magazine's online Photo of the Week and Caption Contest features. If entrants opt in to share their photos, entrants agree to have their first name and last initial visible with their images online, along with the subject, location and story.

HOW TO ENTER: All entrants first create their contest account, providing contact information and a password for their personal entry page. Entrants must agree to these Terms and Conditions for entering by checking the appropriate box. Entrants can then select a name for their set(s) of photos to enter and can begin uploading their images. Each set can contain up to ten (10) photos; set names are known only to entrants and NWF does not see these names. Each photo must be entered into the desired level and category. Photographers may enter all images in a single category or select different categories for different photos. Photos may be color or black and white. **If you wish to have your entered photos eligible for the People's Choice Award, viewable by others or sharable with family and friends through social media, you must check the appropriate box for each entered photo. Not checking this box means your entered photos will be seen only by the judges.**

All photos must have complete information attached, including their subjects, locations, stories behind the photos, digital adjustments and camera equipment. The judges use this information to help them select the winners. **Not providing full information may hurt your chances of winning.**

You do not need to upload all photos at once. You may return to your Create Set page at any time by logging in with your email address and password. You may delete photos, add new ones, edit photo information or move photos from one set to another at any time up to the deadline.

Only digitally uploaded images can be entered. Mailed or shipped entries will not be accepted. Entrants encountering technical problems while uploading may request permission to submit their photos on a non-returnable disk or as non-returnable prints via mail or courier; please request such permission by July 13, 2011, at info@nwf.org. NWF will not accept any such requests made on the day of the deadline (July 14) or afterward. Disks or prints thus submitted by mail or courier must be postmarked or dated by July 17, 2011, and will not be returned.

Fee: Though you will see your uploaded photos on your Create Set page, **the photos are not actually entered into the contest, or eligible for the People's Choice Award, made viewable by others or sharable, until the contest fee is**

paid. When you are ready to pay, click “Checkout” to go to the payment page. **A fee of \$20 is charged for each set of ten (10) photos.** This fee is used to provide the prizes; no NWF funds are used for these prizes. Payment is made on a secure web page using a major credit card. With payment of the entry fee, non-members will receive a year’s subscription to *National Wildlife*. **If the fee for each set you create is not paid by the deadline of July 14, 2011, any uploaded photos in that set will not be entered into the contest or made viewable or sharable.**

Prepare Your Photos: Camera-made digital images or scans of slides or prints must be uploaded as jpg, gif or png files. **Photos should be at least 10 x 15 inches at 72 pixels per inch with a file size of no less than 390 kilobytes (saved at the maximum quality setting). But if your photos are larger than that, there is no need to reduce their sizes—larger images are acceptable. There is a maximum size of 20 megabytes.** Original sizes of camera-made digital photos must be 3 megapixels or larger. Original slides or negatives for scanned photographs must be available on request, but do not send them unless requested. **If you do not have digital scans of your slides or negatives, or the capability to make them, inquire at your local camera store or photo lab.** It is quite easy and inexpensive to make digital files of your photos.

LEGAL CONDITIONS: By entering this competition, you agree to these entry terms and the following legal conditions:

By entering, participants warrant that his or her entry materials are original, do not infringe on any third party’s rights, and that participant has obtained any necessary permissions from any third party if a third party or third party’s property appears in the photograph. NWF reserves the right to disqualify any entry if it finds in its sole discretion that any of the foregoing warranties are not true. Decisions of NWF shall be final and binding.

By entering, participants release and hold harmless NWF, its affiliated organizations, and each of their directors, officers, employees, attorneys, agents and representatives (collectively, the “Companies”) from any and all liability for any injuries, loss, claim, action, demand or damage of any kind arising from or related to the NWPC, any prize won, any use of the entry materials by NWF, the warranties participants make, any misuse or malfunction of any prize awarded, participation in any NWPC-related activity, or participation in the NWPC.

The contest is governed by the laws of the United States and is subject to applicable federal, state, and local laws and regulations. Participant agrees that any and all disputes that cannot be resolved with the Companies, and causes of action arising out of or connected with the NWPC, shall be resolved individually, without resort to any form of class action, before a court of competent jurisdiction located in Fairfax County, Virginia, which court shall apply the laws of the Commonwealth of Virginia without regard for rules of conflicts of law. In any such dispute, participant shall, under no circumstances, be entitled to claim punitive, incidental or consequential damages, or any other damages, including attorneys’ fees, other than participant’s actual out-of-pocket expenses (if any) associated with participating in the NWPC. Participant hereby waives all rights to have damages multiplied or increased.

Any attempt by an entrant or other individual to deliberately damage any website or undermine the legitimate operation of the NWPC is a violation of criminal and civil laws, and should such an attempt be made, the Companies reserve the right to seek damages to the fullest extent permitted by law.

The Companies are not responsible for any incorrect or inaccurate information, whether caused by website users or by any equipment or programming associated with or utilized in the NWPC, or by any technical or human error that may occur in the processing of submissions to the NWPC, including but not limited to any misprints or typographical errors. The Companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, photographs. The Companies are not responsible for any problems or technical malfunction of any telephone network or lines, computer equipment, servers, providers, computer on-line systems, software, or failure of email on account of technical problems or traffic congestion on the Internet or at any website, including injury or damage to participant’s or to any other person’s computer related to or resulting from participating or uploading images or information in the NWPC.

All federal, state, and local taxes, fees and surcharges on prize packages are the sole responsibility of the winners. Winners may be required to execute and return an Affidavit of Eligibility/Release of Liability/Prize Acceptance

Form. Return of any prize and/or prize notification as undeliverable or failure of any entrant to comply with any Official Rules may result in disqualification.

If, for any reason, the NWPC is not capable of completion as planned, including, but not limited to, by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of the Companies that corrupt or affect the administration, security, fairness, integrity or proper conduct of the NWPC, the Companies reserve the right at their sole discretion to cancel, terminate, modify or suspend the NWPC.

In no event will the Companies, their advertising and promotional agencies, or their directors, officers, employees, attorneys, agents and representatives be responsible or liable for any damages or losses of any kind, including direct indirect, incidental, consequential or punitive damages arising out of participant's access to and use of the Companies' websites, or the downloading or uploading and/or printing of material from said sites. Without limiting the foregoing, everything on the Companies' sites is provided "as is" without warranty of any kind, either express or implied. Some jurisdictions may not allow the limitation or exclusion of liability for incidental or consequential damages, so some of the foregoing limitations or exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding these limitations or exclusions.

HOW TO CONTACT US: Questions and inquiries regarding contest rules or technical matters, including problems uploading photos, can be emailed to info@nwf.org.

The National Wildlife Federation is not responsible for lost, damaged, late or misdirected photographs, or for uploading connections, garbled transmissions, unauthorized intervention or technical malfunctions. Void where prohibited.

Removal from mailing list: Any individual may elect to exclude his or her name and address from all lists used by NWF to mail skill contests by submitting a removal request to NWPC, National Wildlife Federation, 11100 Wildlife Center Drive, Reston, VA 20190.

