

## Official Rules for the Shutterbug Magazine Ogden Made Photo Contest

**1. INTRODUCTION:** TEN: The Enthusiast Network Magazines, LLC (owner and publisher of Shutterbug Magazine), is offering the Shutterbug Magazine Ogden Made Photo Contest ("Contest") as described in these official rules. **NO PURCHASE NECESSARY. A PURCHASE DOES NOT IMPROVE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED.**

**2. ELIGIBILITY:** The Contest is open only to legal residents of the 50 United States and the District of Columbia who are at least 13 years of age at the time of entry. Employees of the Sponsors and their respective parents, subsidiaries, affiliated companies, dealers and agents, and the foregoing employees' household or immediate family members (defined as parent, spouse, child, sibling or grandparent) are NOT eligible to enter the Contest.

**3. TIMING:** Contest begins at 12:00:00 a.m. Pacific Standard Time ("PST") on Monday, February 9, 2015 and ends at 11:59:59 p.m. PST on Friday, March 13, 2015 ("Contest Period").

**4. HOW TO ENTER:** To enter: User must post a photo using Instagram. User must follow @OgdenMade and @Shutterbug Pix. User must tag their photo with @OgdenMade @ShutterbugPix #ShutterbugPix. See Section 6 for judging criteria. Multiple entries per user is allowed. **Must be a registered Instagram user to enter.**

**5. ENTRY/ESSAY REQUIREMENTS:** Entry and associated content must be truthful in all respects, original, unpublished, cannot have been submitted in any other competition, and must not infringe or violate any third-party rights, including but not limited to the rights of copyright, trademark and publicity. Entry may be disqualified by Sponsors in its' sole discretion if any entry or associated content: (i) is not written in English, (ii) disparages Sponsors or its business partners, (iii) causes or may cause reputational harm to Sponsors or its business partners, (iv) infringes or violates any law or regulation, or any third party rights (including but not limited to the rights of copyright, trademark, privacy and publicity), and (v) contains nudity, sexually explicit content, violence, hate, gore or other offensive material. Sponsors shall retain discretion as to whether an entry and associated content are appropriate for the Contest.

**6. JUDGING:** Five (5) winners will be determined by selected judges chosen by Sponsors ("Judge(s)"). Prize will be awarded based on the following criteria in relation to the Contest theme: persuasiveness of entry. The decisions of the Sponsors and/or Judge(s) on all matters related to the Contest shall be final and binding in all respects.

**7. NOTIFICATION:** Potential winners will be notified (the "Notification") in order of merit by email on or about 2/16, 2/23, 3/2, 3/9, and 3/16. Within seven (7) days following the actual send date, of the Notification, the potential winner must correctly complete, execute and return the following documents as directed: An Affidavit, Waiver, Release and Indemnity Agreement, including where lawful a Publicity Release. Please note that additional documents may be required at the discretion of Sponsors. Failure to comply with the requirements of this paragraph (or the return of any prize or prize notification as non-deliverable) may result in disqualification and in the forfeiture of any right to a prize, in which case such prize will be awarded to the entrant with the next highest score in accordance with the herein described judging criteria. If the potential winner cannot be contacted within seven (7) days after the first attempt to contact such potential winner, an alternate entrant will be selected in his or her place from all eligible entries received.

**8. PRIZES:** Five (5) winners selected will receive an Ogden Made Messenger Bag (\$145.00 retail value). The total ARV of all prizes to be awarded in the contest is \$725.00. Contest prizes are nontransferable, must be accepted as awarded and subject to the conditions herein will be awarded. No substitution may be made, except by Sponsors in the event that a prize or part thereof cannot be awarded for any reason; in such event, Sponsors will in its sole discretion award a substitute prize or part thereof of equal or greater value. Each winner is solely responsible for the following in relation to a Contest prize awarded to him/her: a) any and all applicable taxes

(including but not limited to the following taxes: federal, state, local taxes and sales tax); and b) any and all applicable fees and expenses that are not specifically set forth herein as included with a Contest prize and are related to the acceptance, award, enjoyment, installation and use of a Contest prize. Visual prize depictions may not accurately represent an awarded prize.

**9. ENTRANT VERIFICATION:** In the event of a dispute regarding which individual submitted any entry, such entry will be deemed submitted by the natural person whose name is on the applicable official entry form, email or essay page.

**10. RELEASE:** By participating in the Contest and/or accepting a prize, a participant/winner agrees to defend, release and hold harmless the Sponsors (and where applicable a supplier and/or manufacturer of a service or product included with a Contest prize) and their respective parents, subsidiaries, affiliates, divisions, advertising and promotion agencies, and the foregoing companies' officers, directors, shareholders, members, managers, employees, representatives, agents and all others associated with the development and execution of the Contest (collectively the "Releasees") from and against any actions, claims and/or liability for injury, loss or damage of any kind (including any for the violation or infringement of any proprietary or personal right of any individual or entity, and any personal injury, death and/or property damage) resulting in whole or in part, directly or indirectly, from participation in the Contest, and/or the use, enjoyment, acceptance, installation or possession of a Contest prize. By participating in the Contest and/or accepting a Contest prize, a participant/winner consents to and gives the Sponsors and its representatives, licensees, assignees, parents, subsidiaries, affiliates, divisions, advertising and promotion agencies (collectively the "Licensees"): a) The right to photograph/video a winner (including an awarded Contest prize and throughout a Contest prize activity); and b) The right in perpetuity to use, reuse, publish and display a participant's/winner's name, address, entry information (plus associated content), statements, quotes, opinions, picture, portrait, likeness, voice, video, photograph(s), biographical information, prize information, and winner-submitted photograph(s)/video/text/blog(s) (in whole or in part, as may be adapted, edited or modified, as solely determined by Licensees) for advertising, trade, commercial, publicity and promotional purposes in any media now known or hereafter discovered, worldwide, and on the World Wide Web, without review, notification or approval, all without limitation or additional consideration, unless prohibited by law. Participants acknowledge that all entries and associated content, including all related intellectual property rights, become the property of Sponsors and will not be acknowledged or returned and may be used or edited by Sponsors without additional compensation in any and all media, without the further right of approval of entrant, except where prohibited.

**11. CONDITIONS:** Participants agree that by participating in the Contest they release the Releasees from any liability in connection with: a) Entries that are ineligible as a result of being lost, late, illegible, damaged, incomplete, altered, stolen, postage due or misdirected; b) Any typographical or other human or technical errors in the offer or administration of the Contest, including but not limited to errors in advertising, these official rules, the selection and announcement of a winner(s), or the distribution/awarding of a Contest prize(s); and c) Any omission, interruption, deletion, defect, delay, misdirection, damage, line failure, injury, faulty machinery or other mechanical error, technical malfunctions or traffic congestion on the Internet/telephone network, or at any website, or any combination thereof. Entries made by proxy or electronic means such as script, bot, macro, or any other similar software or program are void. Sponsors reserve the right to modify these rules for clarification purposes without materially affecting the terms and conditions of the Contest. If in the Sponsors' or Judge(s) opinion, there is any suspected evidence of tampering with any portion of the Contest, or if technical difficulties compromise the integrity of the Contest, the Sponsors reserve the right to modify, or terminate the Contest in a manner deemed appropriate by the Sponsors, at the Sponsors' discretion. Failure to enforce any term of these official rules shall not constitute a waiver of that provision.

**12. LAWS:** Subject to all federal, state and local laws and regulations. Void where prohibited or restricted.

**13. WINNERS' LIST:** A list of prize winners will be available by sending a stamped self-addressed envelope after March 15, 2016 to Shutterbug Magazine Ogden Made Photo Contest - c/o TEN: The Enthusiast Network Magazines, LLC, 831 South Douglas Street, El Segundo, CA 90245 Attn: Legal.

**14. USE OF INFORMATION:** The collection and use of entrant information will be governed by the following online privacy policy, available for viewing at <http://www.enthusiastnetwork.com/privacy/>.

**15. SPONSORS:** TEN: The Enthusiast Network Magazines, LLC (owner and publisher of Shutterbug Magazine), 831 South Douglas Street, El Segundo, CA 90245.