

My Montana Photo Contest Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. PURCHASE OR PAYMENT DOES NOT IMPROVE YOUR CHANCE OF WINNING.

1. **Eligibility:** The My Montana Photo Contest is open only to legal residents of the 50 United States and the District of Columbia who are 21 years of age or older and located in the U.S. at the time of entry. Void elsewhere and where prohibited by law. Employees, contractors, directors and officers of National Geographic Digital Media ("Sponsor"), Montana Tourism Board, Site Systems ("Promotion Administrator") and their respective parent, subsidiary and affiliated companies, distributors and licensees, and the advertising, fulfillment, judging and promotion agencies involved in the development and administration of the Promotion (collectively, "Promotion Parties"), and their immediate family members (parent, child, sibling and spouse of each) and those living in the same households of each are not eligible to enter or win. Other eligibility requirements and conditions of participation are set forth below in these official rules for the Promotion ("Official Rules").
2. **Promotion Period:** Contest begins at 12:00 a.m. Eastern Time ("ET") on October 17, 2011 and ends at 11:59 p.m. ET on January 9, 2012 ("Promotion Period").
3. **How to Enter the Contest:** During the Promotion Period, go to the www.nationalgeographic.com/mymontana ("Website") and click on the link on the home page to locate the online entry form. Follow the on-screen directions to enter, upload your original photo ("Contest Entry"), complete all required fields and click submit to enter. Photos must follow the submission requirements set forth below. **LIMIT OF ONE (1) CONTEST ENTRY SUBMISSION PER PERSON PER DAY FOR THE DURATION OF THE PROMOTION PERIOD. EACH SUBMISSION MUST BE SUBSTANTIALLY DIFFERENT.**
4. **Conditions of Submission:** You must submit a photo that you feel best captures the beauty and essence of Montana. Each entry must comply with the following requirements (the "Photograph Requirements"):
 - a. Photographs must be in digital format. Black and white and color are both acceptable. No print or film submissions will be accepted for entry into this Contest;
 - b. The photograph need not be taken with a digital camera; scans of negatives, transparencies, or photographic prints are acceptable;
 - c. All digital files must be 5 megabytes or smaller, must be in JPEG or .jpg format, and must be at least 1,600 pixels wide (if a horizontal image) or 1,600 pixels tall (if a vertical image);
 - d. Photographs may not previously have won an award in any National Geographic sponsored photography contest in the last two years;
 - e. The photo must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
 - f. The photo must not contain brand names or trademarks;
 - g. The photo must, in its entirety, be a single work of original material taken by the contestant;
 - h. The photo must not, in the sole and unfettered discretion of the Sponsor, contain material that is inappropriate, indecent, obscene, hateful, tortuous, defamatory, slanderous or libelous;
 - i. The photo must not, in the sole and unfettered discretion of the Sponsor, contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; and;
 - j. The photo must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where photo is created.
 - k. Only minor burning, dodging and/or color correction is acceptable. Hand tinting is acceptable, as is cropping. High dynamic range images (HDR) and stitched panoramas are NOT acceptable. For more information, please read our comments on image manipulation:
<http://ngm.nationalgeographic.com/ngm/photo-contest/digital-manipulation-notice/>. Any changes to the original Photograph not itemized here are unacceptable and will render the Photograph ineligible for a prize.

Any changes to the original Photograph not itemized here are unacceptable and will render the Photograph ineligible for a prize

By submitting a Contest Entry each entrant represents and warrants that: (i) his/her Photo is the sole and original creation of the entrant and has not been copied in whole or in part from any other work; (ii) the

Contest Entry does not violate or infringe any copyright, trademark/tradename, or other proprietary right of any person (including but not limited to rights of privacy or publicity or portrayal in a false light) or entity; (iii) the Contest Entry is the sole and exclusive property of the Entrant; (iv) the subject(s) and/or persons depicted in any of the Photo, if any, have given written consent to its submission into the Promotion and use as contemplated by these Official Rules (v) the Contest Entry has not been previously published; (vi) entrant owns or otherwise has rights to use all elements of the Contest Entry; (viii) Contest Entry has not won previous awards; and (ix) publication of the Contest Entry via various media including Web posting, will not infringe on the rights of any third party. Entrant will indemnify and hold harmless, Sponsor and Promotion Parties from any claims to the contrary.

BY SUBMITTING AN ENTRY, ENTRANT ACKNOWLEDGES THAT HIS/HER ENTRY MAY BE POSTED ON SPONSOR'S WEBSITE, OR ON SPONSOR'S SOCIAL MEDIA CHANNELS (INCLUDING BUT NOT LIMITED TO FACEBOOK AND TWITTER), IN SPONSOR'S DISCRETION. Posting of a Contest Entry is not an indication that the entry has won a prize or is otherwise eligible for a prize. Submission of an entry grants Sponsor and their agents a license and right to use, publish, adapt, edit and/or modify such entry in any way, in whole or in part, and to use such entry alone or in combination with other works, as solely determined by Sponsor, in commerce and trade and in any and all media now known or hereafter discovered, worldwide, including but not limited to the Website, without limitation or compensation to the Entrant and without right of notice, review or approval of any such use of the entry.

CONTEST ENTRIES POSTED TO THE WEBSITE WERE NOT EDITED BY SPONSOR AND ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to entrants. By submitting a Contest Entry, you agree that your submission is gratuitous and made without restriction, and will not place Sponsor under any obligation, that Sponsor is free to disclose or otherwise disclose the ideas contained in the Contest Entry on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you. You acknowledge that, by acceptance of your submission, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than you. Sponsor reserves the right to, and may or may not, monitor/screen Contest Entries prior to posting them to the Website. By entering, you acknowledge that Sponsor has no obligation to use or post any Contest Entry you submit.

5. **Judging:** Contest Entries will be judged as provided below. Judging will be conducted by a panel of experts under the supervision of Promotion Administrator, an independent judging organization. Promotion Administrator's decisions are final in all matters relating to the Promotion.

All eligible Contest Entries received during the Promotion Period will be judged on the basis of creativity (50%), and photographic quality (50%) (the "Judging Criteria"). In the event of a tie, the tied Entries will be re-judged by the Sponsor using the same criteria. If there is a subsequent tie, tie breaker will be based upon the highest score in the first judging criteria, continuing thereafter to each judging criteria in order, as needed, to break the tie. The winner will be determined on or about February 7, 2012.

6. **Prizes and Approximate Retail Values ("ARV"):** One (1) Grand Prize: A trip for two (2) to a Montana National Park. Winner can choose either a Winter or Summer Glacier National Park or Yellowstone National Park Vacation package. The trip consists of round-trip coach air transportation for two (2) from a major airport near winner's residence (as determined by Sponsor) to an airport near selected Montana Vacation package, hotel accommodation for 4 days/3 nights (one standard room, double occupancy), a rental car, a \$500 credit toward two (2) trip experiences (sightseeing, outdoor activity, or cultural/learning) per person totaling four (4) trip experiences (sightseeing, outdoor activity, or cultural/learning), and a park pass to the chosen National Park. Winner's guest must be 18 years of age or older, unless the winner is the parent/legal guardian of the guest. Car rental is subject to car rental company restrictions, and other equipment rentals as listed. PLEASE BE ADVISED IN ORDER TO RECEIVE THE CAR RENTAL PORTION OF GRAND PRIZE, THE DRIVER MUST BE 25 YEARS OF AGE OR OLDER, HAVE A VALID USA DRIVER'S LICENSE THAT HAS BEEN HELD A MINIMUM OF ONE YEAR AND A MAJOR CREDIT CARD (DEBIT CARDS ARE NOT ACCEPTED). CAR RENTAL MAY BE SUBJECT TO ADDITIONAL SUPPLIER RESTRICTIONS. Actual value of trip prize will depend on airfare fluctuations and point of departure. Any difference between stated value and actual value will not be awarded. Winner and guest must travel on same itinerary. Winner must complete the trip by April 30, 2013 or prize will be forfeited. Trip must be booked at least twenty-one (21) days prior to departure. Trip is subject to availability

and blackout dates. Travel must be round-trip. All travel arrangements/accommodations at Sponsor's sole discretion. If, in the sole judgment of the Sponsor, air travel is not required due to winner's proximity to prize location, ground transportation may be substituted for round-trip air travel. All travel expenses not specifically listed are winner's responsibility. Total ARV of Grand Prize is \$1,750. No substitution, cash redemption or transfer of prize is permitted except at Sponsor's sole discretion. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute a prize of equal or greater value. All federal, state and local taxes, and all other costs associated with acceptance or use of the prizes are the sole responsibility of the winner. Arrangements for delivery of prizes will be performed after winner validation. At Sponsor's discretion, unclaimed prizes may not be awarded.

7. **Conditions:** Potential winners will be notified by telephone, email, regular mail or overnight mail, and potential winners will be required to complete, sign and return any required affidavit of eligibility, a liability release, and where lawful, a publicity release within a stated amount of time. If affidavits/releases are not received by the date stated on the notification, or if any notification is returned as non-deliverable, or if a potential winner is found to be ineligible or not in compliance with these Official Rules, or does not return such other releases as deemed necessary by Sponsor, the potential winner will be disqualified and at Sponsor' discretion, an alternative potential winner may be selected. Sponsor is not responsible for any change of email address, mailing address and/or telephone number of entrants. Promotion Parties assume no responsibility for lost, late, misdirected, stolen, illegible, inaccurate, damaged or incomplete entries or other communications, non-delivered or postage due mail, failure or unavailability of electronic equipment, communications or internet connections, or other errors, failures or malfunctions of any kind. Entries by automatic, programmed or like methods will be disqualified. Improper, incomplete, mutilated and illegible entries will be disqualified. All entries become the property of the Sponsor and will not be returned. Prizes will be awarded only to an address within the United States. This Promotion is subject to all federal, state and local laws. By participating, entrants agree to be bound by these Official Rules and the decisions of the Promotion Administrator. If, in Promotion Administrator's sole opinion, the Promotion is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, the Promotion Administrator reserves the right to modify or terminate the Contest in a manner deemed reasonable by the Promotion Administrator, at the Promotion Administrator's sole discretion. In the event of cancellation of the contest, Sponsor will randomly award the prizes from among all eligible, non-suspect Contest Entries received prior to cancellation. Sponsor reserve the right to disqualify any individual who tampers with the entry process or the Website or acts in a disruptive manner. This Promotion is offered only in the United States and by entering, entrants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, participant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Promotion, is governed by the laws of the District of Columbia, without giving effect to any choice of law or conflict of law rules. By entering, entrants consent to the jurisdiction and venue of the federal, state and local courts for Washington, District of Columbia. Please see the privacy statement located at <http://www.nationalgeographic.com/community/privacy/> for details of Sponsor's use of personal information collected in connection with this Promotion.

As a condition of entering, entrants agree (and agree to confirm in writing): (a) to release Sponsor, their affiliates, subsidiaries, retailers, sales representatives, distributors, dealers, advertising and promotion agencies and Promotion Parties and each of their officers, directors, employees and agents, from any and all liability, loss or damage incurred with respect to the awarding, receipt, possession, and/or use or misuse of any prize, including any traveling related thereto or the use of any Photo or Contest Entry (b) under no circumstances will entrant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (c) all causes of action arising out of or connected with this Promotion, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs.

8. **Release:** Except where prohibited, by accepting prize, winner grants permission for Sponsor and their agents to use his/her name, photograph, voice and/or likeness, for advertising and/or publicity purposes in any and all media now known or hereinafter invented without territorial or time limitations and without additional compensation. Winners will be required to execute personal/model release forms (if image includes recognizable people, a location release, if necessary and an artist release, if artwork is included within the photograph).

9. **Winners' List Requests:** To receive a copy of the Winners' List for this Promotion (available after February 7, 2012) send an email (no later than February 28, 2012) to WinnersLists@sitesystems.com with the subject line: "Winners List Request, My Montana Photo Contest".
10. **Sponsor:** The Promotion is sponsored by NGHT, LLC, d/b/a National Geographic Digital Media, 1145 17th Street N.W., Washington D.C., DC 20036-4688, USA.
11. **Promotion Administrator:** Site Systems, 560 South Winchester Blvd, Suite 500, San Jose CA 95128