

Rules, Terms, and Conditions

The New York Botanical Garden *Moore in America* Digital Photography Contest

OFFICIAL RULES

1. SPONSOR. The photo contest is sponsored and managed by The New York Botanical Garden ("NYBG"). You may contact NYBG either by email at webmaster@nybg.org or by telephone at 718.817.8700.

2. RULES. The photo contest is governed by these rules, terms, and conditions (the Official Rules). By participating in the photo contest, you agree to these Official Rules and the decisions of the judges, which are final and binding. NYBG reserves the right to change these rules or cancel the photo contest at any time, at its sole discretion.

3. CONTEST PERIOD. The photo contest begins on June 4, 2008 at 10 AM and ends on September 30, 2008 at 5 PM (the Contest Period). All registration attempts made outside the Contest Period shall be void.

4. PARTICIPATION. Contest participants must be at least 18 years of age at the time of entry. Entries must be made by way of the contest Website located at www.nybg.org in accordance with the instructions at that page. Contest participants may submit only one entry in each month of the Contest Period (June, July, August, and September). Entries must be un-retouched digital images in .jpg format with a file size no larger than 1 MB. Each entry must have been taken by the participant, must depict a Henry Moore sculpture on the grounds of NYBG, and may not have been previously commercially published.

You may not participate if you are an employee, director, or an immediate family member of an employee or director of NYBG.

5. SUBMITTED IMAGES. By participating in the photo contest, you expressly agree not to submit any images that are unlawful, libelous, slanderous, defamatory, or invasive of another person's right of privacy or right of publicity. NYBG shall not be liable in any way for such images. By participating, each participant agrees to indemnify and hold harmless NYBG, its employees, directors, and agents from and against any liabilities or judgments resulting from the submission of his or her image. If an image depicts a person under the age of 18, only the parent or guardian of such person may submit the image. Any image that, in the sole discretion of NYBG, is considered inappropriate or unsuitable for publication will be deemed ineligible by NYBG. NYBG will not return any submitted images.

By participating in the photo contest, you hereby grant NYBG a non-exclusive, non-revocable license to edit, publish, use, adapt, modify, and license to others any image you submit. Upon request by NYBG, you agree to provide a release signed by any individual depicted in any image you submit.

6. YOUR INFORMATION. The information submitted by you during the registration process includes your name and e-mail address (Personal Information) and will be used by NYBG only in accordance with NYBG's privacy policy for the purpose of administering your participation in the photo contest and for communication about other NYBG events and programs. The NYBG privacy policy is located at <http://www.nybg.org>.

7. HOW WINNERS ARE SELECTED. Photo contest winners will be determined by a panel of judges consisting of NYBG representatives and possible outside photographers. Each month, three (3) winners (first, second, and third place) will be selected. At the end of the contest, the grand prize winner will be selected from the four previous first place winners. The submitted images will be judged to the extent to which they meet the theme of the photo contest

“Art and Nature” and show a new perspective on the photographic subject of Henry Moore sculptures. In addition, entries will be judged on quality of image and composition

8. PRIZES. Three (3) winners per month (July, August, September, October and Grand Prize in October) will be awarded the prizes described below. Taxes, if any, related to the prizes are the sole responsibility of the winners. The prizes cannot be assigned, transferred, redeemed for cash, or substituted except by NYBG, which may, at its discretion, substitute any prize with one of comparable value if the advertised prize becomes unavailable for any reason. All prizes will be awarded.

First Prize: One (1) \$200 Gift Certificate to B&H Photo

Second Prize: One (1) \$100 Gift Certificate to Shop at the Garden

Third Prize: One (1) \$50 Gift Certificate to Shop at the Garden

Grand Prize: To have the winning image used in a print advertisement for the *Moore in America* Exhibition at NYBG and placed in a local or national publication or Website.

Winner Notification; Affidavit of Eligibility; Delivery of Prizes. Winners will be notified within ten (10) days of each jury. The Grand Prize winner will be notified in October. Winners will be notified by the e-mail address provided by the winner during the registration process. If a participant changes his/her e-mail address or telephone number after entering into the photo contest, it is his/her sole responsibility to notify NYBG by e-mail to webmaster@nybg.org.

The prizes must be picked up at Shop in the Garden (located on the grounds of NYBG) in person. Proper photo identification will be required. If a prize or prize notification is unclaimed, or not collected within 60 days of the end of the contest, NYBG reserves the right to cancel the prize without notifying the winner.

9. NAMES OF WINNERS. Winners consent that their names may be published on the Contest Site. The Grand prize winner consents that his or her name may be published on the advertisement.

12. ADDITIONAL TERMS AND CONDITIONS. Any disputes relating to the photo contest shall be governed by the laws of the State of New York. NYBG is not responsible for errors in any photo contest-related materials or contest-related transactions. You acknowledge and agree that the photo contest is one of skill, not chance. The photo contest is void where prohibited by law.