

## PHOTO CONTEST TO BENEFIT WHERE OUR CHILDREN PLAY TERMS AND CONDITIONS

Welcome to our Photography Contest (referred to herein as the “Contest”). These terms apply to all instances of the Contest and their submissions.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. Entering a submission to the Contest is subject to, and signifies your agreement with, the following terms and conditions (collectively, the “Agreement”). The Agreement is a binding legal contract entered into by you and the Contest Organizers. Should any conflict arise between these terms and conditions and any other document or written instrument, these terms shall control.

1. THE CONTEST. NP Resources, LLC, is a U.S. entity (hereinafter referred to as “Organizer” and “Organizer” shall include any agent to manage the contest, and the software company hosting the virtual contest) with experienced managers and advisors in promoting and exhibiting visual artwork and contests, with a mission to assist not for profit organizations, and artists, with free promotion and help them generate revenue. The contest is open to artists worldwide 18 years of age and older, of all experience levels. All submissions shall be of original images by you or by another person age 18 or over you identify as the photographer and enter on their behalf.

1.1 Theme. The theme for each contest shall be as indicated on the contest page.

1.2 Submission Deadlines will be as described on the contest Description and Entry.

1.3 Contest Awards shall be determined subjectively by judges selected at the Contest organizer's sole discretion.

1.4 Popular Voting. Public votes may be collected and tallied in accordance with the instructions determined solely by the Contest organizer for each contest. Public votes shall not be used to determine contest awards by Judges.

1.5 Winner Announcements. The finalists will be selected and shall appear online by the date indicated on the contest Description. All Place Award winners may have their winning images featured in A group exhibit at a Gallery or venue in New York City, and virtually worldwide, and at select art and cultural events, as determined and on terms in the sole discretion of the Contest Organizers.

1.6 Prizes. The awards for each Contest are described in the Description for the Contest. Contest organizers reserve the right to make any changes to the Awards at any time for any or no reason.

2. TERM AND TERMINATION.

2.1 Term. This Agreement commences upon your submission of an entry, continues in effect until and after the Contest has been completed.

2.2 Termination. Notwithstanding the foregoing, the Contest organizer may terminate this Agreement with you (by providing an email notice of such termination): (i) if you have breached any provision of this Agreement (or have acted in a manner which clearly shows that you do not intend to, or are unable to comply with the provisions of this Agreement); (ii) if we believe we are required to do so by law; (iii) if we no longer offer the Contest; or (iv) for any other reason or no reason, in our sole and absolute discretion. The termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination, including the right to not refund any or all paid application fees.

2.3 Survival. The following sections shall survive the termination of this Agreement for any reason: 2.3, 3, 4, 5, and 6. Further, any provision that must survive to fulfill its essential purpose shall do so.

3. RESTRICTIONS AND OBLIGATIONS.

3.1 Contest Eligibility. The Contest is available only to individuals who can form legally binding contracts under applicable law. You must provide a valid e-mail address.

### 3.2 Submissions.

- a. A "Submission" is any entry that you submit per the rules of the Contest.
- b. Third-Party Likenesses. Submissions may not contain depictions of celebrities, political figures, cartoon characters or any other logos or characters that may infringe upon privacy rights, right to likeness, or the copyrights or trademark rights of any third party (eg, depictions of Bob Marley, Mickey Mouse, Homer Simpson, etc. are not allowed).
- c. Original Images only may be submitted. Any copying of another artist's work, or use of another work to create an unauthorized derivative, will result in immediate disqualification. You warrant that you alone created the submitted image; or that if there are collaborators, they are named and that all of you are entering the Contest under a single submission (and are thus only eligible to win only a single prize).
- d. Submission Requirements. Each entry submitted for the Contest must follow the requirements announced for each Contest, such as the file name, file format, image size, and any other requirements in the sole discretion of the contest organizer to avoid being disqualified.
- e. Inappropriate Submissions. The contest organizer has sole and absolute discretion to refuse any submission it deems inappropriate, for any reason.
- f. Multiple Submissions. Submission of multiple entries for different subjects is allowed.
- g. Subjects of Submission. You warrant that you have obtained all necessary releases from models and other subjects featured in your Submissions. You warrant that you have obtained all necessary releases and licenses with respect to the intellectual property or right to publicity and/or likeness of any third-party. You warrant that your Submission does not violate any applicable law, nor infringe upon or misappropriate the intellectual property rights of any third-party. Do not show an image which identifies a minor unless you have a written release by the minor's parent or custodian.
- h. No Framed or Watermarked images allowed in your Entry.
- i. A panel of Judges will review the initial entries in the order received for acceptance to the Short List from the best of the images submitted from each entry if more than 1 image is submitted. Judges are experienced as either dealers, curators, professional photographers, educators, or publishers. The image submitted will be judged based on the following elements of artistic expression:
  - Interpretation and the clarity to the Subject and theme if one is announced.
  - Inspiring, provocative, or thought-provoking.
  - Creativity and originality.
  - Artistic composition and overall design.

3.3 Adjustments to Submissions. The right is reserved to color adjust your images in a minor way in order to enhance the overall presentation. Your image may be cropped for formatting purposes for use in promotional materials, exhibit or other purposes.

3.4 Unless a contest specifically allows, submitted images may not be enhanced digitally in any significant way or by film photography, paint (watercolor, oil, acrylic, gouache etc.), pen or pencil (charcoal, lithography etc.), digital design (Photoshop, Illustrator, Sketchbook etc.), mixed media (collage, creative materials etc.).

3.5 Consent to Messages. You hereby consent to receive messages, related to this or future contests or promotion for you. You may opt-out at any time through either express written notice, or by clicking on the applicable unsubscribe links contained in any such material.

3.6. The photographer retains the sole copyright to submitted images. The Contest organizer and Submit.com will not sell or offer for sale any of your images online and receive no commission if a sale occurs by you. You agree if your images are selected for judging, usage is granted to the Contest, it's Organizer, and Submit.com of the judged images only for display, marketing and promotional purposes for the contest, exhibition, and any future Contest, and usage of that image(s) is limited to any press

releases, event, articles, graphics, slide shows, presentations, and similar use on a website, catalogs, and social media pages.

#### 4. RIGHTS OF CONTEST ORGANIZER.

4.1 A Contest organizer may, at its sole discretion, change or amend this Agreement or end the Contest at any time, and you agree that there will not be any liability to you upon any such change.

4.2 Refusal of Submission is reserved by the contest organizer with the right to refuse service or entry into the Contest by anyone for any reason at any time, including a permanent or temporarily termination, suspension, or otherwise refuse to permit your access to the Contest without notice and liability for any reason, or for no reason.

4.3 Trademarks. The Contest organizer and Submit.com, and for its agent's and contest graphics, logos, designs, page headers, button icons, scripts, and service names are registered or unregistered trademarks or service marks. and all rights are reserved in said trademarks and service marks and no rights therein are granted or transferred hereunder. You shall not use any such trademarks or service marks, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion.

#### 5. INDEMNIFICATION.

5.1 Indemnity. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS, THE CONTEST ORGANIZERS, BENEFICIARIES, SUBMIT.COM AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES, FROM ANY CLAIM OR DEMAND, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR RELATED TO YOUR ENTERING A SUBMISSION IN, OR PARTICIPATING IN ANY ASPECT OF, THE CONTEST, YOUR VIOLATION OF ANY LAW OR THE RIGHTS OF ANY THIRD-PARTY, OR YOUR BREACH OF ANY TERM OR WARRANTY WITHIN THIS AGREEMENT.

"Affiliate" means, with respect to any entity, any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such entity, and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through ownership of voting securities, by contract, or otherwise.

#### 6. GENERAL.

6.1 Relationship Between Parties. Neither party shall be deemed to be an employee, agent or partner of the other in connection with this Agreement. Neither party shall have any right or authority to assume or create any obligation or responsibility, either express or implied, on behalf of the other party. The Parties shall be and remain independent contractors with respect to this Agreement.

6.2 Governing Law. This Agreement shall in all respects be interpreted, construed in accordance with and governed by the laws of the State of New York, City of New York. The Parties specifically exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods, if otherwise applicable.

6.3 Venue and Jurisdiction Provisions. Subject to the dispute resolution clause in Section 6.17 below, in the event of any litigation between the Parties, the Parties agree that the sole and exclusive venue and jurisdiction for any such action shall be in the courts of competent jurisdiction located in New York, New York or Bergen County, New Jersey. The Parties agree that the above referenced courts shall have personal and exclusive jurisdiction over the Parties for any dispute arising out of this Agreement.

6.4 Severability. In the event that any one or more of the provisions of this Agreement is for any reason held to be illegal or unenforceable in any respect, such illegality or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

6.5 Force Majeure. Neither party will be liable for any failure to perform due to unforeseen circumstances or causes beyond such party's reasonable control, including, without limitation, acts of God, war, riot, acts of civil or military authorities, delay in delivery by vendors, fire, flood, accident, strikes, illnesses, inability to secure communication or transportation facilities or labor or materials. In the event of a force majeure event, such party's time for delivery or other performance will be extended for a period equal to the duration of the delay caused thereby.

6.6 Entire Agreement. This Agreement is the entire agreement between the Parties and supersedes all proposals, all prior agreements, commitments, oral or written, and all negotiations, conversations or discussions between the Parties relating to this Agreement.

6.7 Modifications. Except as otherwise allowed per the terms of this Agreement, this Agreement may be modified only by a writing signed by each party or e-signature.

6.8 Headings. Headings included in this Agreement are for convenience only and are not to be used to interpret the provisions of the Agreement between the Parties.

6.9 Assignment. You may not assign or delegate the rights and obligations of this Agreement without the prior express written permission of the Contest Organizer. The Contest Organizer may unilaterally assign or delegate the rights and obligations of this Agreement at its sole discretion. The terms of this Agreement shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns.

6.10 Waiver. The failure of either party to enforce at any time any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce any such provisions.

6.11 This Agreement is made solely for the benefit of each of the Parties and no other persons.

6.12 In any litigation or arbitration between the Parties, the prevailing party shall be entitled to reasonable attorney fees and all costs incurred in connection with such proceedings. In no event will any Organizer or affiliate be responsible for a sum greater than the Entry Fees or any additional paid promotional services directly to the Organizer or affiliate.

6.13 There shall be no presumption applied against any party on the ground that such party was responsible for preparing this Agreement or any part of it.

6.14 Conflict with Terms of Service or Other Policies. Should any conflict arise between this Agreement or any other policy documents, this Agreement shall prevail.

6.15 Equitable Relief. Each party acknowledges that a breach by the other party of any confidentiality or proprietary rights provision of this Agreement may cause the non-breaching party irreparable damage, for which the award of damages would not be adequate compensation. Consequently, the non-breaching party may institute an action to enjoin the breaching party from any and all acts in violation of those provisions, which remedy shall be cumulative and not exclusive, and a party may seek the entry of an injunction enjoining any breach or threatened breach of those provisions, in addition to any other relief to which the non-breaching party may be entitled at law or in equity.

6.16 DMCA Notices. The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials hosted by the Contest Organizer or its agents or Submit.com infringe upon your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. The notice must include the following information as required by 17 USC § 512(c)(3)(A): (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works located on the site are covered by a single notification, a representative list of such works); (c) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow Indeed to locate the material on the site; (d) the name, address, telephone number, and email address (if available) of the complaining party; (e) a statement that the complaining party has a good

faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send the Contest organizer a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. Notices and counter-notices should be sent in writing to [nprcontest@gmail.com](mailto:nprcontest@gmail.com), Subject: Copyright Notice. Please be aware that there are penalties for false claims under the DMCA.

6.17 Dispute Resolution. You agree to notify the contest organizer of any potential disputes. If we are not able to resolve your claims within 60 days, you may seek relief through arbitration as set forth below. Any and all claims, except for those for which New York, New York, or Bergen County, New Jersey courts shall have jurisdiction per the terms above, will be resolved by binding arbitration, rather than in court. This includes any claims you assert against us, our agents, subsidiaries, users, or any companies offering products or services through us (which are beneficiaries of this arbitration agreement). Arbitrations will be conducted by the American Arbitration Association (AAA) under its rules then in effect.

Any and all proceedings to resolve claims will be conducted only on an individual basis and not in a class, consolidated, or representative action. If for any reason a claim proceeds in court rather than in arbitration, we each waive any right to a jury trial. An arbitration decision may be confirmed by any court with competent jurisdiction.

6.18 Contact Information. If you have any questions, concerns, or complaints about our Services or anything under this Agreement or other Agreements with us, please contact us at [nprcontest@gmail.com](mailto:nprcontest@gmail.com).