

SAVE THE BAY 2020 CALENDAR CONTEST

OFFICIAL RULES

- DESCRIPTION:** Save The Bay's 2020 Calendar Contest (the "Contest") begins at 12:01 a.m. Pacific Standard Time ("PST") on May 1, 2019, and ends at 11:59 p.m. PST on May 31, 2019 (the "Contest Period"). The Contest provides you with an opportunity to create beautiful photographs to be featured in the 2020 Save The Bay Calendar. By participating in the Contest, you unconditionally accept and agree to comply with and abide by these Official Rules, the terms on the entry form and entry website, the Terms and Conditions of Use of the Sponsor's website, and the decisions of Sponsor, which shall be final and binding in all respects. To the extent the Terms and Conditions of Use of the Sponsor's website and of these Official Rules conflict, the terms and conditions of these Official Rules shall prevail.
- SPONSOR:** The Contest is sponsored by Save The Bay, 1330 Broadway, Suite 1800, Oakland, CA 94612 (the "Sponsor"). The Sponsor is a 501(c)(3) nonprofit organization.
- ELIGIBILITY:** Open to amateur and professional photographers who are legal residents of California who are at least eighteen (18) years of age or older as of the start of the Contest Period ("Contestants"). The Contest is void wherever restricted or prohibited by law. Employees, officers, and directors of the Sponsor, their respective parents and subsidiaries, advertising and promotion agencies, and all other entities participating in the design, promotion, marketing, advertising, administration, or fulfillment of this Contest (the "Promotion Parties") and their immediate families and persons living in the same household are ineligible to participate in the Contest. Subject to all applicable federal, state, and local laws and regulations.
- HOW TO ENTER:** To enter, during the Contest Period, visit the Save The Bay Contest web site at www.savesfbay.org/photocontest (the "Entry Website"), complete the required fields (the "Entry Form") including uploading a photograph in accordance with the requirements below, agree to the Official Rules and releases, and submit the completed entry (an "Entry") according to the on-screen instructions. Entries will only be accepted through the Entry Website.

Each Entry must include a unique, original photograph of the San Francisco Bay or its flora and fauna in an acceptable format (the "Submission"). Submissions must be 3300x2500pixels, 300dpi and in landscape orientation.

- ENTRY SUBMISSION CONDITIONS:** Each person may submit up to ten (10) Entries during the Contest Period. There will be only one (1) round of Entries for this Contest. Incomplete Entries, including but not limited to those with Submissions

that do not meet the requirements specified in these Official Rules, will not be eligible for judging. All requested information on the Entry Form must be completed to enter and to be eligible to win the Contest. Submissions will be deemed to have been submitted by the Authorized Account Holder of the e-mail address submitted at time of Entry (each, a "Contestant"). "Authorized Account Holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization (such as a business or educational institution) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. In the event of a dispute over the ownership of an e-mail address, prize will be awarded to the Authorized Account Holder of the designated e-mail address. This Contest shall be governed by California state law. By participating in this Contest, Contestants agree that California courts shall have jurisdiction over any dispute or litigation arising from or relating to this Contest. Contestants are advised to retain copies of their Entries and Submissions for their records because the Entries and Submissions will not be acknowledged or returned. Entries must be received no later than 11:59 p.m. PST on May 31, 2019, according to Sponsor's internal time clock.

6. **ENTRY REQUIREMENTS:** The Entry Website will require you to submit (1) Your name, street address, city, state, zip code, telephone number and email address, and your photograph Submission; (2) Your Submission must be uploaded via the online form from Sponsor's official website located www.savesfbay.org/photocontest; and (3) your Submission must be entirely your own work. Proof of submitting any Entry is not considered proof of delivery to or receipt of such Entry. Furthermore, Sponsor shall have no liability for any Entry that is lost, intercepted or not received by the Sponsor.

7. **ADDITIONAL SUBMISSION GUIDELINES:** Your Submission can be as creative as you'd like within the following guidelines:
 - No personal attacks on anyone or any other discernable business or product or industry.
 - No Submission may be offensive matter as determined at Sponsor's sole discretion.
 - The creation of the Submission must be an original work of authorship. By entering, you warrant that your Submission does not infringe any third party's rights, and that you have obtained any necessary permissions from all relevant third parties to submit the Submission. Submissions may not include, without properly executed releases, parties who: 1) are represented under contract (e.g., by a talent agent or manager) that would limit or impair our ability to use the Submission in any media form; 2) are under any other contractual relationship, including but not limited to guild and/or union memberships, that may prohibit them from participating fully in this promotion, or from allowing us to use the Submission online, in television media and other forms of distribution at our discretion.

- Submissions may be subject to disqualification if Sponsor reasonably believes there is third-party content – not owned by the Contestant – that may be the subject of copyright or other intellectual property rights protection. Contestant is solely responsible for securing permission to use any copyrighted or otherwise protected material and may be required, upon request, to submit proof of ownership or license to Sponsor.
 - Any Submission that is considered by Sponsor in its sole discretion to be obscene, libelous, inapposite to the reputation of Sponsor, or otherwise objectionable or inappropriate, or which otherwise does not comply with these Official Rules will be disqualified.
 - Sponsor reserves the right to exclude any Submission that it believes, in its sole discretion, doesn't meet the above criteria.
 - Sponsor cannot offer personalized feedback or legal advice. Contestants can email Sponsor at info@saveSFbay.org.
- A Submission that meets all requirements is a “Qualified Submission.”

8. JUDGING AND NOTIFICATION: All Entries will first be screened so that only Qualified Submissions are judged. There will be two (2) rounds of judging.

ROUND ONE: On or about June 3, 2019, a panel of Sponsor's judges will conduct judging of all Qualified Submissions received during the Contest Period. Each Qualified Submission will be judged on the following criteria:

Relevance to Topic and Communicates Topic Effectively (33 points)
 Technical Merit (33 points)
 Photo Quality (34 points)

Up to thirty-six (36) Qualified Submissions with the highest scores will be deemed the “Semi-Finalists.” In the event of a tie, the tying Qualified Submissions will be re-scored to determine a Semi-Finalist, with double weight given to Photo Quality. Semi-Finalists' full name, hometown, and Submissions may be announced and posted on Sponsor's and affiliates' websites.

ROUND TWO: On or about June 11, 2019, a panel of Sponsor's judges will conduct judging of all Semi-Finalist Submissions. Up to twelve (12) Submissions with the highest scores will be deemed the “Finalists” according to the following criteria:

General Appeal (33 points)
 Creativity and Originality (33 points)
 Passion and Enthusiasm (34 points)

In the event of a tie, the tying entries will be re-scored to determine a Finalist, with double weight given to Creativity and Originality. Sponsor will announce the Finalists on or about June 13, 2019. Finalists' full name, hometown, and Submissions will be posted on Sponsor's and affiliates' websites.

PEOPLE'S CHOICE: On or about June 14, 2019, all Finalist Submissions will be debuted online on the Sponsor's Facebook page at www.facebook.com/saveSFbay and the public will be invited to view and vote onsite for their favorite Submission. The top Finalist Submission with the most votes will be deemed the "People's Choice" and will become the cover photo on the 2020 Save The Bay calendar.

In the event of a tie for the People's Choice, the tying entries will be re-judged by panel of Sponsor's judges to determine the winner. Finalists and the People's Choice will be announced on Sponsor's Facebook page on or around June 28, 2019.

Finalists will be notified by either email or telephone, at the sole discretion of Sponsor or Sponsor's representative, using the information provided in the Entry. Finalists will be required to respond (as directed) to a phone and/or e-mail notification within seventy-two (72) hours of attempted notification. The failure to respond timely to the notification may result in forfeiture of any prize; and, in such case, Sponsor may choose the next highest scoring Qualified Submission from among the remaining eligible Qualified Submissions. Finalists may be required to sign and return a declaration of eligibility and liability/publicity release and any other documents Sponsor or Sponsor's representative may require (e.g., IRS Form 1099-MISC for the approximate retail value of any prize) (each, a "Release") within seventy-two (72) hours of receipt of the Declaration. Failure to timely return a signed Release or the return of any prize notification as undeliverable will result in the Finalist's forfeiture of any prize.

9. **PRIZES:** If eligible under these Official Rules, each Contestant with a Finalist Submission is a "Winner." The Winners' twelve (12) Finalist Submissions will be featured in our 2020 Save The Bay calendar, and each Winner will receive a Save The Bay t-shirt mailed by around July 31, 2019. The Winner whose Submission was determined the People's Choice will also be invited to join LightHawk Conservation Flying and a Save The Bay senior staffer for a flight above San Francisco Bay to take aerial photos during this exciting ecological tour of the region.

Federal and state income taxes may apply and are the sole responsibility of the Winner. All expenses not specifically stated as being included are excluded, and are the responsibility of the Winner. No assignment, transfer, cash redemption, or substitution of any Prize is permitted, but Sponsor reserves the right to substitute a Prize for one of comparable or greater value should a Prize become impracticable to award or unavailable for any reason.

10. **LICENSE:** By entering a Submission in the Contest, Contestants hereby grant Sponsor and its successors, assigns, and licensees a worldwide, perpetual, non-exclusive, irrevocable, royalty-free, sublicenseable (through multiple tiers), and transferable license (with a right to create derivative works) to use, copy, distribute,

perform, publicly perform, and display your Submission, in any and all media, in whatever form, for any legal purposes whatsoever now known or hereinafter becomes known. Each Contestant irrevocably waives any and all so-called moral rights they may have in the Submission(s) submitted by him or her.

CONTESTANTS WILL NOT BE SPECIFICALLY PAID FOR THEIR SUBMISSIONS or for granting Sponsor any of these rights.

11. **REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION:** Each Submission must be the original work of the Contestant, may not have been previously published, may not have won previous awards, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. If the Submission contains any material or elements that are not owned by the Contestant and/or which are subject to the rights of third parties, the Contestant is responsible for obtaining, prior to submitting the Submission, any and all releases and consents necessary to permit the use and exhibition of the Submission in the manner set forth in these Official Rules and the Terms and Conditions of Use of the Sponsor's website. Sponsor reserves the right to request proof of any permissions or licenses Contestant may have received, in a form acceptable to Sponsor from any Contestant at any time. By submitting a Submission, Contestant warrants and represents that he/she consents to the submission and use and exhibition of the Submission in the manner set forth in these Official Rules and the Terms and Conditions of Use of the Website. Sponsor reserves the right to disqualify any Submission for any reason, in its sole and absolute discretion.
12. **DATES & DEADLINES / ANTICIPATED NUMBER OF CONTESTANTS:** Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Contest. Sponsor cannot accurately predict the number of Contestants who will participate in the Contest.
13. **PUBLICITY RELEASE:** By participating in the Contest, in addition to any other grants which may be granted in any other agreement entered into between or among Sponsor and any Contestant or Winner, each Contestant irrevocably grants the Sponsor and their respective successors, assigns and licensees, the right to use such Contestant's Submission, name, likeness, biographical information, and any individual(s) pictured in the Submission, in any and all media for any purpose, including without limitation, commercial, advertising and promotional purposes as well as in, on or in connection with the Sponsor's website or the Contest or other promotions, and hereby release the Sponsor from any liability with respect thereto, unless prohibited by law. Contestants will not be paid for granting Sponsor any of these rights.

14. **NATURE OF RELATIONSHIP / WAIVER OF EQUITABLE RELIEF:** Each Contestant hereby acknowledges and agrees that the relationship between the Contestant and the Sponsor is not a confidential, fiduciary, or other special relationship, and that the Contestant's decision to provide the Contestant's Submission to Sponsor for purposes of the Contest does not place the Sponsor in a position that is any different from the position held by members of the general public with regard to elements of the Contestant's Submission. Each Contestant acknowledges and agrees that the Sponsor does not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the Contestant's copyright in and to the Submission. Finally, each Contestant acknowledges that, with respect to any claim by Contestant relating to or arising out of any Sponsor actual or alleged exploitation or use of any Submission or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable Contestant will not be irreparable or otherwise sufficient to entitle such Contestant to seek injunctive or other equitable relief in any way.
15. **PRIVACY POLICY:** Except as otherwise stated in these Official Rules, personal information collected in connection with this Contest will be used in accordance with the privacy policy found on the Website at <http://www.savesfbay.org/privacy-policy> and with the consent given by Contestant at the time of entering an Entry. Any communication or information transmitted to Sponsor and/or the Website by electronic mail or otherwise is and will be treated as non-confidential and nonproprietary. By entering this Contest, each Contestant acknowledges that his or her full name and hometown may be announced online. Contestant further hereby acknowledges and agrees that: (i) the Contestant has opted-in to the Save The Bay privacy policy located at <http://www.savesfbay.org/privacy-policy> and (ii) by opting-in, the Contestant has read and consents to the Save The Bay privacy policy. Each Contestant further acknowledges that if s/he is chosen as an actual Prize recipient, certain of his/her identifying information may be disclosed to third parties (at least as required by law), including, without limitation, on an online page listing prize recipient(s). Sponsor uses reasonable commercial efforts to comply with Federal CAN-SPAM guidelines, and Contestants may subsequently opt-out of receiving further emails by following the opt-out instructions contained in the email.
16. **GENERAL LIABILITY RELEASE/FORCE MAJEURE:** Contestants agree that the Sponsor and the Promotion Parties shall not be responsible or liable for any losses, damages or injuries of any kind resulting from the Contest or any Contest-related activity. Sponsor and the Promotion Parties assume no responsibility for any damage to an Contestant's computer system which is occasioned by accessing the Website or participating in the Contest, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete,

illegible, misdirected, misprinted, late, lost, damaged or stolen Submissions or notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet Service Providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Contest or the Website, to be acting in violation of these Official Rules, or to be acting in an unsportsman-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. In the event Sponsor is prevented from continuing with the Contest as contemplated herein by any event beyond its control, including but not limited to fire, flood, earthquake, explosion, labor dispute or strike, act of God or public enemy, or any federal, state or local government law, order, or regulation, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, or terminate the Contest. If the Contest is terminated before the designated end date, Sponsor will (if possible) select the winners from all eligible, non-suspect Submissions received as of the date of the event giving rise to the termination. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

17. **WINNERS LIST/OFFICIAL RULES:** A copy of the Official Rules can be found at www.savesfbay.org/myBayPhoto-OfficialRules. A list of Winners will be posted on Sponsor's Facebook page at www.facebook.com/saveSFbay.