

2012 OCEA Photo Contest Rules

SPONSOR

Sponsor is Orange County Enrolled Agents ("Sponsor" or "OCEA").

TERM

The 2012 OCEA Photo Contest (the "Contest") begins December 20, 2011 and **ends January 15, 2012, 11:59 p.m. US Pacific Time ("PT")**. Information on how to enter and prizes form part of these official rules ("Official Rules"). By submitting an entry, each entrant agrees to the Official Rules and warrants that his or her entry complies with all requirements set out in the Official Rules. This is a skill based contest and chance plays no part in the determination of winners.

WHO MAY ENTER

Contest is open only to members of the OCEA.

HOW TO ENTER

Each Entry consists of an entry form, a single image. A completed entry requires the following information: your name, address, telephone number, and email address.

The Categories for entries are: (1) People, (2) Places, and (3) Nature (the "Categories"). There is a 3 entry per person. Each entry must comply with the following requirements (the "Photograph Requirements"):

Photographs must be in digital format. Only online entries will be eligible. No print or film submissions will be accepted for entry into this Contest. The photograph need not be taken with a digital camera; scans of negatives, transparencies, or photographic prints are acceptable. All digital files must in JPEG or JPG format, and web ready (must be no more than 200 pixels wide x 200 pixels tall).

Only minor burning, dodging and/or color correction is acceptable, as is cropping. Any significant changes to the original Photograph are unacceptable and will render the Photograph ineligible for a prize.

Photographs that include sculptures, statues, paintings, and other works of art will be accepted as long as they do not constitute copyright infringement or fraud; provided entrants must be prepared to provide a release form as described below in "Release." When photographing the work of others, it must be as an object in its environment and not a full-frame close-up of another person's art.

The photograph, in its entirety, must be a single work of original material taken by the Contest entrant. By entering the Contest, entrant represents, acknowledges, and warrants that the submitted photograph is an original work created solely by the entrant, that the photograph does not infringe on the copyrights, trademarks, moral rights, rights of privacy/publicity or intellectual property rights of any person or entity, and that no other party has any right, title, claim, or interest in the photograph.

The photograph must not, in the sole and unfettered discretion of the Sponsor, contain obscene, provocative, defamatory, sexually explicit, or otherwise objectionable or inappropriate content.

The entries in each Category will be judged separately, in accordance with the Judging Criteria, as defined below. Sponsor reserves the right to examine the original photograph/source material in order to confirm compliance with these rules.

RELEASES

If the photograph contains any material or elements that are not owned by the entrant and/or which are subject to the rights of third parties, and/or if any persons appear in the photograph, the entrant is responsible for obtaining, prior to submission of the photograph, any and all releases and consents necessary to permit the exhibition and use of the photograph in the manner set forth in these Official Rules without additional compensation. If any person appearing in any photograph is under the age of majority in their state/province/territory of residence the signature of a parent or legal guardian is required on each release.

Upon Sponsor's request, each entrant must be prepared to provide (within seven (7) calendar days of receipt of Sponsor's request) a signed release from all persons who appear in the photograph submitted, and/or from the owner of any material that appears in the photograph entry, authorizing the Sponsor to reproduce, distribute, display, and create derivative works of the entry in connection with the Contest and promotion of the Contest, in any media now or hereafter known. Failure to provide such releases upon request may result in disqualification at any time during the Contest and selection of an alternate winner.

Similarly, upon Sponsor's request, each entrant must be prepared to provide (within seven (7) calendar days of receipt of Sponsor's request) a signed written license from the copyright owner of any sculpture, artwork, or other copyrighted material that appears in the photograph entry, authorizing the Sponsor to reproduce, distribute, display, and create derivative works of the entry in connection with the Contest and promotion of the Contest, in any media now or hereafter known. All releases must be in the form provided by Sponsor. Failure to provide such releases upon request may result in disqualification and selection of an alternate winner.

Finally, upon Sponsor's request, each entrant must be prepared to provide (within seven (7) calendar days of receipt of Sponsor's request) a signed written license from the owner of any private property included in the photograph entry, authorizing the Sponsor to reproduce, distribute, display, and create derivative works of the entry in connection with the Contest and promotion of the Contest, in any media now or hereafter known. All releases must be in the form

provided by Sponsor. Failure to provide such releases upon request may result in disqualification and selection of an alternate winner.

For the purposes of these Official Rules, the entrant will be deemed to be in receipt of Sponsor's request or notification, (a) in the event that Sponsor sends the request by postal mail, five business days after the request was sent by Sponsor, or (b) in the event that Sponsor sends the request by email, on the day that the email was sent by Sponsor.

CONTEST PRIZES

The 1st place winner will receive 2 free dinner meetings to be used in 2012 and have their photo displayed on the website. There will be two runner-ups that will receive 1 free dinner meeting each to be used in 2012 and will have their photos displayed on the website. Another 3 honorable mentions will be published on the website. No prize transfer, assignment, or substitution by winners permitted.

JUDGING

All submitted photos will be solely judged by the OCEA webmaster.

LICENSE

By entering the Contest, all entrants grant an irrevocable, perpetual, worldwide non-exclusive license to the Sponsor, to reproduce, distribute, display and create derivative works of the entries (along with a name credit) in connection with the Contest and promotion of the Contest, in any media now or hereafter known, including, but not limited to: Display at a potential exhibition of winners; publications of any OCEA literature featuring select entries in the Contest; online highlighting entries or winners of the Contest. Entrants consent to the Sponsor doing or omitting to do any act that would otherwise infringe the entrant's "moral rights" in their entries. Display or publication of any entry on the Sponsor's website does not indicate the entrant will be selected as a winner. The Sponsor will not be required to pay any additional consideration or seek any additional approval in connection with such use. Additionally, by entering, each entrant grants to the Sponsor the unrestricted right to use all statements made in connection with the Contest, and pictures or likenesses of Contest entrants, or choose not to do so, at their sole discretion. The Sponsor will not be required to pay any additional consideration or seek any additional approval in connection with such use.

LIMITATION OF LIABILITY

By entering this Contest, all entrants agree to release, discharge, and hold harmless the OCEA and its partners, affiliates, subsidiaries, advertising agencies, agents and their employees, officers, directors, and representatives from any claims, losses, and damages arising out of their participation in this Contest or any Contest-related activities and the acceptance and use, misuse, or possession of any prize awarded hereunder.

The OCEA assumes no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to Contest entries or entry forms; or alteration of entries or entry forms. The OCEA is not responsible for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email entry to be received on account of technical problems or traffic congestion on the Internet or at any website, human errors of any kind, or any combination thereof, including any injury or damage to entrants' or any other persons' computers related to or resulting from participation, uploading or downloading of any materials related to in this Contest.

CONDITIONS

THIS CONTEST IS VOID WHERE PROHIBITED. Entrants agree that this Contest shall be subject to and governed by the laws of the District of Columbia and the forum for any dispute shall be in the District of Columbia, United States of America. To the extent permitted by law, the right to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or on connection with this Contest are hereby excluded and any entrant expressly waives any and all such rights. Certain restrictions may apply. Entries void if the Sponsor determines the photograph to not be an original, or if the entries are illegible, incomplete, damaged, irregular, altered, counterfeit, produced in error or obtained through fraud or theft.

By entering, entrants also agree (a) to be bound by these Official Rules; (b) that the decisions of the Judges are final and binding with respect to all matters relating to the Contest; and (c) if the entrant wins that Sponsor may use the winning photographs and each winner's name, photograph, likeness, and/or voice in any publicity or advertising relating to the Contest or future promotions without compensation or approval (except where prohibited by law).

The Sponsor reserves the right to verify the validity and originality of any entry and/or entrant (including an entrant's identity and address) and to disqualify any entrant who submits an entry that is not in accordance with these Official Rules or who tampers with the entry process. Failure by the Sponsor to enforce any of its rights at any stage does not constitute a waiver of those rights.

RIGHT TO CANCEL OR SUSPEND CONTEST

If for any reason the Contest is not capable of running as planned, due to infection by computer virus, bugs, worms, trojan horses, denial of service attacks, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the OCEA that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, OCEA reserves the right, at its sole discretion, to disqualify any individual(s) who tamper with the entry process, and/or to cancel, terminate, modify, or suspend the Contest. If Sponsor elects to cancel or terminate the Contest, Sponsor will not retain any rights in the submitted photographs, and will return the fees submitted with each entry.

WINNERS LIST

Entrants are responsible for complying with these Official Rules. Winners' names will be announced at the January Dinner Meeting and available online at www.eaoc.org after January 17, 2012.

DATA PRIVACY

Entrants agree that personal data, especially name and address, may be processed, shared, and otherwise used for the purposes and within the context of the Contest and any other purposes outlined in these Official Rules. The data may also be used by the Sponsor in order to verify the participant's identity, postal address, and telephone number or to otherwise verify the participant's eligibility to participate in the Contest. Personal data will be used by Sponsor and its affiliates exclusively for the purposes stated herein.