

PhotographyTalk Scholarship Official Rules

Disclaimer: Entry for the PhotographyTalk Scholarship is free. No purchase or payment of any kind is necessary. Purchases of PhotographyTalk products or payments to PhotographyTalk of any kind will not increase the likelihood of winning.

1. Eligibility

- a. The PhotographyTalk Scholarship is open only to legal residents of the fifty (50) United States (including the District of Columbia) who are sixteen (16) years or older at the time of entry. Void where prohibited by law. The PhotographyTalk Scholarship is subject to all applicable federal, state and local laws and regulations. Participation constitutes the Applicant's full and unconditional agreement to these official rules ("Official Rules") and PhotographyTalk's decisions, which are final and binding in all matters related to the PhotographyTalk Scholarship. Winning the PhotographyTalk Scholarship is contingent upon fulfilling all requirements set forth in these Official Rules.

2. **Sponsor:** PhotographyTalk.com, Inc. 6789 Quail Hill Pkwy, Suite 723, Irvine CA, 92603

3. **Timing:** Sponsor's computer is the official timekeeping device for the PhotographyTalk Scholarship

- a. Scholarship entries will be accepted from January 15, 2018 at 12:00 a.m. Pacific Time ("PT") through January 15, 2019 at 11:59 p.m. PT (the "Entry Period")
- b. The judging period will be from January 16, 2019 at 12:00 a.m. PT through February 14, 2019 at 11:59 p.m. PT (the "Judging Period"). PhotographyTalk reserves the right to conclude the judging period and announce the winner early.
- c. Winner declaration will take place on or about February 15, 2019.
- d. The scholarship winner will be contacted via email or phone on or about February 15, 2019. If the winner cannot be contacted within seven (7) days of the initial attempt to contact, another winner might be chosen.

4. The Scholarship Program

- a. In order to submit an application to the PhotographyTalk Scholarship, a student must submit an email via scholarship@photographytalk.com, that includes a link to the essay or video that answers the scholarship questions, along with with his/her name, mailing address, phone number, email address, and the name and website of the college/university/vocational school to which they have been accepted or are currently attending. Documentation that shows acceptance or attendance at a two-year or four-year college, university or vocational school is additionally required.
- b. One (1) student will be selected to receive a \$1,000 scholarship based on their winning essay or video submission in response to the following questions:
 - i. Provide a concrete example of how photography has impacted your life.
 - ii. Identify your greatest photography strength and weakness.

- iii. Why do you deserve this scholarship?
- iv. Where do you see yourself in five years, and how will this scholarship help you get to that point?
- v. How do you intend to use photography to improve the world in which we live? (the "Scholarship Questions")

5. Judging

- a. All eligible entries received during the Entry Period will be reviewed by PhotographyTalk employees. The entries will be judged on the following criteria:
 - i. Overall quality of essay or video (content, presentation style)
 - ii. Scope and depth of the responses to the Scholarship Questions
 - iii. Creativity and originality of the response
 - b. The process of selecting a winner will begin on or about January 16, 2018.
- 6. Scholarship Notification:** On or about February 15, 2019 (the "Notification Period"), the Sponsor will attempt to notify the Scholarship winner via the email or telephone number provided in the original entry submission.
- 7. SPONSOR'S DECISIONS AS TO THE ADMINISTRATION AND OPERATION OF THE SCHOLARSHIP PROGRAM AND THE SELECTION OF POTENTIAL SCHOLARSHIP PROGRAM WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SCHOLARSHIP PROGRAM.**
- 8. Verification of Potential Scholarship Winners:** Potential winners must continue to comply with these Official Rules and winning is contingent upon fulfilling all requirements. The potential winners will be required to sign and return to Sponsor within five (5) days of the date notice is sent all of the following:
- a. An affidavit of eligibility and liability/publicity release (the "Affidavit"), except where prohibited
 - b. A completed IRS Form W-9 ("W-9") in order to claim the scholarship prize, (the "Scholarship").

If a potential winner of the Scholarship cannot be contacted, fails to sign and return the Affidavit (if applicable) or the W-9 within the required time period, or if the Scholarship or Scholarship notification is returned as undeliverable, the potential winner forfeits the Scholarship. In the event that a potential Scholarship winner is disqualified for any reason, Sponsor may award the Scholarship to an alternate winner based on the judging criteria.

- 9. Scholarship Prize:** The PhotographyTalk Scholarship is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the listed Scholarship for one of equal or greater value for any reason. Winners are responsible for all taxes and fees associated with Scholarship receipt and/or use. Odds of winning the Scholarship depends on the number of participating Applicants.
- 10. Entry Conditions and Release:** By applying for the PhotographyTalk Scholarship, each Applicant agrees to: (a) comply with and be bound by these Official Rules and the

decisions of the Sponsor which are binding and final in all matters relating to this Scholarship; (b) release and hold harmless the Sponsor and its parents, subsidiaries, and affiliated companies, the Scholarship suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the PhotographyTalk Scholarship and all of their respective past, present and future officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Scholarship, acceptance or use or misuse of a Scholarship (including any travel or activity related thereto) and/or the broadcast, exploitation or use of an entry; and (c) indemnify, defend and hold harmless the Sponsor from and against any and all claims, expenses, and liabilities (including reasonable attorneys' fees) arising out of or relating to a Applicant's participation in the Scholarship and/or acceptance, use or misuse of a Scholarship.

11. **Representations and Warranties:** By applying for the PhotographyTalk Scholarship, each Applicant represents and warrants his/her essay is a) the Applicant's own original work, and b) does not infringe on any third party's copyright or other intellectual property or proprietary rights. Each Applicant hereby agrees to indemnify, defend, and hold the Promotion Entities harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the representations or warranties made by the Applicant hereunder.
12. **Publicity:** Except where prohibited, participation in the PhotographyTalk Scholarship constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration. By submitting an entry to this competition, you agree that all essay and content submissions will become the property of PhotographyTalk and may be used in marketing materials, reposted or displayed online in whole or partial form without notification or further consent.
13. **General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Scholarship Program, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the PhotographyTalk Scholarship, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the PhotographyTalk Scholarship or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the PhotographyTalk Scholarship may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages

from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

14. **Limitations of Liability:** The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether or not caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Scholarship Program; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the PhotographyTalk Scholarship; (d) technical or human error which may occur in the administration of the PhotographyTalk Scholarship or the processing of entries; or (e) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the PhotographyTalk Scholarship or receipt or use or misuse of the Scholarship. If for any reason an Applicant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, the Applicant's sole remedy is another entry in the PhotographyTalk Scholarship. No more than the stated number of Scholarships will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of Scholarships as set forth in these rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of Scholarships by a random drawing among all legitimate, unawarded, eligible Scholarship claims. It is solely the Applicant's responsibility to keep a backup copy of his/her submission.
15. **Disputes:** Applicant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Scholarship, or any Scholarship awarded shall be resolved individually, without resort to any form of class action; (b) any and all disputes, claims and causes of action arising out of or connected with this Scholarship, or any Scholarships awarded, shall be resolved exclusively by the appropriate court located in the State of California; (c) any and all claims, judgments and awards shall be limited to actual and reasonable out-of-pocket costs incurred, including costs associated with entering this Scholarship, but in no event attorneys' fees; and (d) under no circumstances will Applicant be permitted to obtain awards for, and Applicant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual and reasonable out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Applicant and Sponsor in connection with the Scholarship, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

16. **Entrant's Personal Information:** Information collected from Applicants is subject to the Sponsor's Privacy Policy.
17. **Scholarship Program Results:** For Scholarship Program results send a hand-printed, self-addressed, stamped envelope to Winners List -- PhotographyTalk Scholarship Program Results to 6789 Quail Hill Pkwy, Suite 723, Irvine, CA 92603. Requests for the winner must be received by February 28, 2019.

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