

# **Create No Matter What**

## **Create Your World: A Composite Photography Challenge**

### ***Official Rules, Terms and Conditions***

#### **Challenge Description**

Create No Matter What: Create Your World: Composite Photography Challenge (the “Challenge”) is a composite photography contest produced by Adorama Inc. (the “Producer”) and intended for initial exhibition on the landing page ([adorama.com/createnomatterwhat](http://adorama.com/createnomatterwhat)). Participating contestants (the “Contestants”) will compete for prizes in a composite photography challenge hosted by the Producer, judged by Adorama and guest influencers and featuring prizes of equipment by Wacom, BenQ, Phase One, and LaCie.

The Challenge is governed by these official rules, terms and conditions (the “Official Rules”). By participating in the Challenge, each entrant agrees to abide by these official rules, including all eligibility and participation requirements, and understands that the results of the Challenge are final in all respects. The Challenge is subject to all federal, state and local laws and regulations.

**VOID WHERE PROHIBITED BY LAW. NEITHER PRODUCER NOR SPONSOR IS LIABLE FOR ANY CHANGES TO THESE RULES, IRREGULARITIES OR DISRUPTIONS.**

#### **Competition Overview**

The Challenge is open to anyone age eighteen or older and resident in the fifty states of the United States. **Further information on the Challenge, including details, tips and suggestions, will be available on [adorama.com/createnomatterwhat](http://adorama.com/createnomatterwhat) starting August 21, 2020.** One (1) grand prize winner and up to three (3) runners-up will be chosen and announced on September 4, 2020.

#### **How to Submit Entries**

***No purchase is necessary to enter or win. Making purchases will not increase your chances of winning.***

By entering, entrants will be added to the Adorama promotional email list; recipients of promotional emails can opt out of their receipt at any time.

To enter the Challenge, visit the Challenge website (the “Challenge Site”) through the following URL: [www.adorama.com/createnomatterwhat](http://www.adorama.com/createnomatterwhat)

**LIMIT: FIVE ENTRIES PER CONTESTANT.**

Follow the links and instructions provided for online entry. To enter, simply transmit a completed online entry form and up to 5 images made by you that demonstrates your talents, skills and vision as a creator. Entry photographs must be .JPEG or .PNG format. Alternatively, entrants can also submit their photograph entry using their personal Instagram account. The photograph must contain no nudity, explicit sexual content or material that could reasonably be seen as offensive to some.

Although model releases are not required, the Producers respect the rights and privacy of others. If your submission includes image(s) of persons other than you and any such person objects to his or her inclusion in the Challenge and the entrant cannot expeditiously provide a model release from the subject, the entry will be disqualified and the image(s) removed from the Challenge website.

Only online entries delivered as provided in these Official Rules will be accepted. There is a limit of five (5) entries per entrant during Challenge Period. Submission of an entry constitutes full agreement to these rules, terms and conditions by the entrant.

**Submission Period:** From 12:00 P.M. August 21, 2020 through 11:59 P.M. Eastern Time, September 2, 2020.

**Announcement of Winner:** 12:00 P.M. Eastern Time, September 4, 2020.

**Prize:** Wacom Cintiq Pro 24”. BenQ SW321C 32” 4K Photo and Video Editing Monitor, Phase One Capture One Pro 20 Photo Editing Software, LaCie D2 Professional 3.5” 10TB External Desktop Drive

Approximate retail value is \$3,000+.

**Judging:**

Judging will be based on the following criteria, each of which will count in approximately equal degrees: adherence/appropriateness to challenge theme, originality of expression, quality or artistic composition and aesthetic design, composition, lighting and visual and emotional impact.

**Further Information and Updates:** Please visit us at [www.adorama.com/createnomatterwhat](http://www.adorama.com/createnomatterwhat)

## **Participation, Limitations and Prize Substitution**

By participating in the Challenge, each Contestant agrees that all decisions regarding the Challenge, including, but not limited to, these rules, judging criteria and selection of semi-finalists and winners, are at the sole discretion of the Producer and are final in all respects. The interpretation and implementation of all rules is at the sole discretion of the Producer. Failure to comply with any rules, as interpreted by the Producer, may result in disqualification at the sole discretion of the Producer.

Your entry and other materials submitted by you must be original and may not infringe upon the copyright, privacy rights or other rights of any third party. Nudity, sexual situations or suggestions, violence, or any expression or implication of disparagement of, or hostility to, any person, entity or group are not permitted in any entry or accompanying description.

All prizes will be awarded. There will be no cash alternative or substitution of prizes except at the discretion of Producer, in which case prizes of comparable design and value shall be substituted. The Producer reserves the right, at its sole discretion, to modify, cancel, postpone, delay, suspend, or terminate the Challenge in whole or in part should conduct as envisioned in these rules become impossible or impracticable or in the event of force majeure or material change in circumstances.

## **INTELLECTUAL PROPERTY**

All still photographs, illustrations, videos and other artwork created by any entrant shall remain the property of that entrant, whether submitted as entries or created on or in connection with participation on the Program (together, "Entrant Artwork"). By entering this Challenge, the entrant grants to Adorama the perpetual, royalty-free, sublicensable, worldwide right and license to use, publish, display, market, create derivative works from, and otherwise commercially use any Entrant Artwork, in any form or format now known or later devised or perfected. On request, each entrant shall provide Entrant Artwork to Adorama in the maximum resolution and file size in which they were created. All Entrant Artwork must be original and may not infringe upon the copyright or other intellectual property rights of any third party. Entrants will retain ownership in their works and may therefore register the copyrights in them, make and sell prints of them and otherwise exploit them for their own artistic and commercial purposes.

## **Taxes**

The winner is responsible for all applicable taxes and will be required by the Producer to complete tax forms, including, without limitation, IRS Form 1099, prior to delivery of any prize.

If the Grand Prize winner refuses to accept any portion of the Grand Prize at any time prior to fulfillment of the prize award, Adorama reserves the right not to award the Grand Prize, as the case may be, without compensation to the winner. Time permitting, Adorama may award the Grand Prize or any other prize or award to the applicable

runner up. Prizes and awards are non-transferable. No substitution or cash equivalent of prizes is permitted; however, Adorama reserves the right to substitute any element of any prize award with another of equal or greater value.

## **INDEMNIFICATION AND LIMITATION OF LIABILITY**

BY ENTERING THE CHALLENGE, EACH ENTRANT AGREES TO INDEMNIFY, RELEASE AND HOLD HARMLESS THE SPONSORS, JUDGES, PRODUCTION AND PROMOTIONAL COMPANIES AND THEIR RESPECTIVE PARENT, AFFILIATE SUBSIDIARY COMPANIES, AGENTS, DISTRIBUTORS, VENDORS, PRIZE SUPPLIERS, ADVERTISING AND PROMOTIONAL AGENCIES, AND ALL THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS FROM ANY LIABILITY, DAMAGES, LOSSES OR INJURY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THAT ENTRANT'S PARTICIPATION IN THE CHALLENGE AND THE ACCEPTANCE, USE OR MISUSE OF ANY PRIZE THAT MAY BE WON. THE SPONSORS AND THEIR RESPECTIVE PARENT, AFFILIATE AND SUBSIDIARY COMPANIES DO NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF ANY OF THE PRIZES.

THE SPONSORS AND THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, DISTRIBUTORS, VENDORS, ADVERTISING AND PROMOTIONAL AGENCIES, PRIZE SUPPLIERS, SUPPLIERS AND ALL THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS DISCLAIM ANY LIABILITY FOR DAMAGE TO ANY COMPUTER SYSTEM RESULTING FROM ACCESS TO OR THE DOWNLOAD OF INFORMATION OR MATERIALS CONNECTED WITH THE CHALLENGE.

## **Governing Law**

All issues and questions concerning the construction, validity, interpretation and enforceability of these official rules, or the rights and obligations of entrants or the sponsors in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to that state's choice-of-law or conflicts-of-law rules or provisions; exclusive venue and jurisdiction shall be with federal and state courts located in New York, New York. Any and all entrant claims, judgments and awards shall be limited exclusively to actual out-of-pocket costs, but in no event including attorneys' fees, disbursements or court costs.

## **Privacy**

Personal information collected from entrants during the Challenge is subject to Adorama's privacy statement available at [www.adorama.com/privacy](http://www.adorama.com/privacy) and, except as

otherwise provided in these Official Rules, will be treated in accordance with the terms of that statement. Adorama may engage certain third party companies to perform services in connection with the administration of this Challenge and information provided by entrants may be collected and used by those third parties for purposes of administration of the Challenge and the fulfillment and verification of prize awards.