

Dian Fossey Gorilla Fund Wildlife Photography Contest Official Rules

- 1. DESCRIPTION:** This contest (the “Contest” or “Promotion”) is offered by the Dian Fossey Gorilla Fund International. (“Sponsor” or “Fossey Fund”), which is intended to celebrate the role photography plays in advancing wildlife conservation worldwide. The Contest is focused around World Photography Day, which occurs this year on August 19, 2024, and is an international celebration of all things photography. At the Fossey Fund, we celebrate this day to shine a light on how this art form is also integral to the research and conservation of wildlife and the future of the planet. At the Fossey Fund, we use photography in many different ways to capture images of gorillas, their forest homes and neighboring biodiversity.
- 2. ELIGIBILITY:** The Contest is open to all ages, skill levels, and people from all countries. Whether professional, amateur, or just a beginner, all are welcome and encouraged to enter. Note: entrants under 18 years of age and those over 18 have separate entry forms and competitions. Persons in any of the following categories are not eligible: individuals affiliated with the Sponsor, including employees and their immediate families (children, parents, siblings, and spouses) and others living in their households. Sponsor will determine entrants’ eligibility at its sole discretion.
- 3. ENTRY PERIOD:** Contest begins at 12:00 am ET on July 1, 2024 and ends 11:59 pm ET on August 15, 2024 (“Entry Period”). Entries will be subject to Sponsor review and determination of winner in accordance with the judging criteria. Sponsor’s server’s time-keeping device shall be the official time keeping device for the Contest.
- 4. CATEGORIES:** There are two different categories: (a) Gorillas; and (b) Biodiversity. For Gorillas, photos must be taken of any subspecies of wild gorilla. No photos taken in captivity will be accepted. For the Biodiversity Category, photos must be taken of any fauna/animal species on the planet. Photos can be taken anywhere, as long as the species represented is wild. **No photos taken of gorillas or biodiversity in captivity will be accepted. No humans are permitted to appear in a photo.**
- 5. ENTRY PROCESS:** Enter by going to www.gorillafund.org/wpd24 provide your contact information, indicate your age subcategory, and submit your image. You must also submit a short statement (fewer than 250 words) with each photo describing how you feel that the photo relates to conservation, when the photo was taken and where the photo was taken (collectively, each an “Entry”). You must have full and complete copyright ownership and license rights to submit any Entry. You may submit up to five photos in each category, for a total of ten submissions.
- 6. ENTRIES:** Photos may be taken with any camera: DSLR, point-and-shoot camera, camera phone, analogue/film or otherwise. Entries must be submitted digitally in .jpg or .jpeg format and the size of files must be fewer than 2MB. Please also submit a higher-resolution or RAW file in addition to the .jpg or .jpeg. Ideally, entrants will also have a RAW version of their photo(s) available. If a RAW version is not available, a higher resolution non-RAW file will be acceptable. Photos may be in color or black & white. You must provide a title for every photo entered. No photos created with AI will be accepted. Edits to photos may be made and can be impactful, but must be simple: e.g. for light, color, noise, grain or vignette are acceptable. No photos with graphics, art filters, removal of objects or multimedia will be accepted. Once submitted, an Entry cannot be modified, deleted, or canceled. **LIMIT ONE PRIZE PER PERSON, REGARDLESS OF THE NUMBER OF CATEGORIES ENTERED.**

7. **ENTRIES - IP:** Entries depicting protected works of others must be prepared to provide a release from the rights holder upon request. If the entrant is unable to provide all required releases, Sponsor in its sole discretion reserves the right to disqualify the Entry, seek to secure the required releases, or permit the Entry to remain in the Contest. Entries that otherwise violate or infringe upon another person's rights, including but not limited to copyright, are not eligible. **In addition to all other restrictions and conditions, Entries must NOT appear to condone, promote, contain or depict illegal, dangerous, harmful or unsafe activities.**

8. **AGREEMENT BY ENTRANT:** All Entries and participation in this Contest shall be governed by these Official Rules. By participating, each entrant unconditionally agrees to and accepts these Official Rules, and any additional terms and conditions specific to the Contest communicated by Sponsor. Entrants further agree to be bound to the decisions of the Sponsor (including its authorized representatives), which are final and binding in all matters pertaining to the Contest. By submitting an Entry, Entrants represent, warrant and covenant that their Entry submitted and all content therein: (i) has not been copied in whole or in part from any other work that is subject to intellectual property protection, and is the sole and exclusive property of the Entrant (or Entrant has all ownership or licensed rights, or the right to use); (ii) is not and does not contain, depict, seem to encourage or promote, or appear to be fraudulent, obscene, reprehensible, repugnant, offensive, sexually inappropriate, discriminatory, defamatory, highly sensitive, harmful, dangerous, illegal, violent, explicit, cruel, hateful, or otherwise unsuitable, as determined solely by Sponsor (in its sole and absolute discretion); (iii) does not violate or infringe any copyright, trademark or other proprietary, publicity, privacy or any other rights of any person, entity, or venue.

9. **LIMITATIONS:** Incomplete, invalid, or otherwise non-compliant Entries will not be eligible. Entrants may not (whether apparent or suspected) enter with multiple identities, accounts, or devices, or use multiple e-mail and/or street addresses, or use any other device or artifice to enter. In case of dispute, Entries will be declared made by the authorized account holder of the social media channel used in connection with the entry submitted at the time of Entry. Sponsor assumes no responsibility for lost, late, incomplete, inaccurate, undelivered, delayed, destroyed, damaged, or misdirected Entries (in whole or in part); or for any computer, telephone, device, cable network, electronic or hardware or software malfunctions, failures, connections, or availability, or garbled, corrupt, or jumbled transmissions; nor service provider, Internet, Web site, user accessibility or availability, incompatibility, traffic congestion, unauthorized human intervention or any human error, or the incorrect or inaccurate capture of Entry, or other information, nor for the failure to capture any such information.

10. **JUDGING CRITERIA/WINNER SELECTION:** Photos will be judged on composition, use of color or black and white, use of light, creativity, and support of conservation and gorillas in general. Proof that you uploaded an Entry does not constitute proof or evidence that it was received within the Entry Period or eligible for the Contest. Sponsor reserves the absolute right to disqualify and/or immediately remove any Entries and/or entrants in whole or in part for any reason within its sole and absolute discretion. Without limitation, Entries will be disqualified if Sponsor considers for any reason the Entry, or any element thereof, not to be in the spirit of the Contest, ineligible or otherwise not compliant herewith, or will have a detrimental impact on Sponsor or this Contest.

11. LICENSE GRANT FOR ENTRY: Upon submitting an Entry, and whether or not your Entry is disqualified or selected as a winner, you grant to Sponsor a non-exclusive unlimited, royalty-free, irrevocable, perpetual, right and license in and to the Entry, in whole and in part, and all the intellectual and other property rights therein including but not limited the right to make derivative works and to commercially exploit the Entry in connection with Sponsor and its goods and services, throughout the world, and further agree to execute all documents and perform all acts deemed necessary by Sponsor to protect Sponsor' license in the Entry and intellectual property rights associated therewith. You understand and agree by granting this license that your Entry may be modified, edited, distorted, used in whole or in part, alone or in combination with other works, used in illusory or composite form, or in any other manner, as solely determined by Sponsor in any media and medium whatsoever now known or hereinafter developed (including without limitation print, broadcast, radio, digital, and on-line) without further compensation or review. You will not now nor in the future be paid for your Entry or for granting Sponsor any of these rights. The consideration for the rights granted to Sponsor herein is your opportunity to participate in the Contest.

12. LICENSE GRANT BY ENTRANT OF PERSONAL INFORMATION: By entering and/or accepting a prize, entrants and winners hereby consent, where lawful, to the use by Sponsor (and its authorized representatives) of their name, image, likeness, voice, hometown, and/or biographical information (including the right to edit, adapt, crop, and modify such information or use it in illustrative, or composite form, alone or in conjunction with other works), in any and all media now known or hereafter developed worldwide, without additional compensation, and without the right of review, notification or approval. The information provided is subject to these Official Rules, Sponsor's privacy policy, and any posted terms of use on applicable websites.

13. PRIZES: There are no monetary prizes. Winners will have their Entries posted and promoted on the Fossey Fund website, on social media, in the Gorilla Journal, Sponsor's E-News blast and featured on our Ellen Campus television screens in Rwanda. Winners will also receive a Fossey Fund swag pack, including T-shirts, hats, water bottle, tote, gorilla plush and gorilla tracking bracelet; and *The New Big 5: A Global Photography Project For Endangered Wildlife* by Graeme Greene book (a \$68 value). Winners can request to include a tag to their personal social media or website for when they are announced or promoted. Winners will retain ownership of the winning photo, but by entering this Contest, you grant Sponsor the license rights indicated in this rules. You may also receive a 30-minute virtual one-on-one Q&A session with wildlife photographer and conservationist Guadalupe Laiz. Potential winners will be notified on or about August 19, 2024, and confirmed winners will be announced on the Fossey Fund Instagram, Facebook and LinkedIn pages. Prior to confirmation as a winner, potential winners may be required to complete, sign, and return a Declaration of Eligibility, Release of Liability and, where legal, Publicity Release within the time specified by Sponsor in the notification. Any federal, state, and local taxes on the prize are winner's responsibility. In the event of noncompliance, if an entrant becomes noncompliant or ineligible during or after the Entry Period, or a potential winner fails to respond within the time specified, or cannot be reached after reasonable attempts, they are subject to disqualification and an alternate winner may be selected. All prize awards are subject to verification of eligibility and compliance with these Official Rules. Sponsor reserves the right to and may conduct a voluntary background check on any or all potential winners, and such

individuals agree to cooperate, to confirm eligibility and to help ensure that awarding a prize to any such individual will not bring the Sponsor into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Contest or the Sponsor. Any potential winner refusing the background check will forfeit the potential prize.

14. GENERAL: By participating, entrants agree to abide by and be bound to these Official Rules and the decisions of Sponsor (and its authorized representatives) which are final and binding in all respects. BY PARTICIPATING, ENTRANTS AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS TO THE FULLEST EXTENT PERMITTED BY LAW THE SPONSOR, ITS PARENT, AFFILIATES AND SUBSIDIARY COMPANIES, ADVERTISING AND PROMOTION AGENCIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, REPRESENTATIVES AND AGENTS, AND THE SOCIAL MEDIA CHANNELS (“**RELEASED PARTIES**”) FROM AND AGAINST ANY AND ALL ALLEGED AND/OR ACTUAL CLAIMS, ACTIONS, DEMANDS, LOSSES, SETTLEMENTS (WHETHER OR NOT LITIGATION IS COMMENCED), LIABILITIES AND DAMAGES OF ANY KIND WHATSOEVER EXISTING NOW OR ARISING IN THE FUTURE (INCLUDING, WITHOUT LIMITATION, BODILY INJURY, PERSONAL INJURY, DEATH, DISABILITY AND PROPERTY DAMAGE OR LOSS), COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS’ FEES, COURT COSTS, SETTLEMENT AND DISBURSEMENTS) DIRECTLY OR INDIRECTLY ARISING IN WHOLE OR IN PART FROM THE USE OF THE ENTRY IN WHOLE OR IN PART, THE DELIVERY, ACCEPTANCE, POSSESSION, USE OR MISUSE OF A PRIZE, PARTICIPATION IN ANY CONTEST-RELATED ACTIVITIES, ACCESS TO ANY WEBSITES, AND/OR PARTICIPATION IN THIS CONTEST OR ANY OTHER ELEMENT THEREOF. To the fullest extent permitted by law, entrants and winners covenant not to sue any released party or cause them to be sued regarding any matter released; and further covenant not to disaffirm, limit or rescind this release.

15. LIMITATIONS OF LIABILITY: IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS PROMOTION OR ANY ELEMENT THEREOF, PARTICIPATION IN ANY CONTEST ACTIVITIES, PARTICIPATION IN PRIZE RELATED ACTIVITIES OR ANY ELEMENT THEREOF, THE USE/MISUSE OF A PRIZE, AND/OR DAMAGES ARISING OUT OF ANY PARTICIPANT’S ACCESS TO AND USE OF (OR FAILURE TO ACCESS OR USE) THE PROMOTIONAL WEBSITES, OR THE DOWNLOADING FROM AND/OR PRINTING OF MATERIAL DOWNLOADED FROM THE WEBSITE. WITHOUT LIMITING THE FOREGOING, EXCEPT FOR ANY STANDARD WARRANTY THAT MAY BE PROVIDED BY THE MANUFACTURER OF A PRIZE TO THE WINNER (IF ANY), SPONSOR HAS NOT MADE, AND SPONSOR IS NOT RESPONSIBLE IN ANY MANNER FOR, ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EXPRESS OR IMPLIED, IN FACT OR LAW, RELATING TO ANY PRIZE, INCLUDING BUT NOT LIMITED TO, THEIR QUALITY, MECHANICAL CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

16. TECHNICAL PROBLEMS: If, for any reason, this Contest is not capable of running as planned by reason of, but not limited to, infection by computer virus, worms, bugs, tampering,

unauthorized intervention, cheating/fraud, technical failures, or any other causes which Sponsor deems, in its sole opinion, could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest or any element thereof, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest or any element thereof and select the winner(s) on the basis of the stated judging criteria from eligible, non-suspect entries received prior to the action, or as otherwise may be deemed fair and equitable by Sponsor. Sponsor is not responsible for user cheating or fraud by any entrants. Any activities intended to disrupt or interfere with the proper play of the Contest or defraud Sponsor in any way will be prosecuted to the fullest extent of the law. Participants who engage in any of the foregoing activities will be disqualified and will forfeit any prize won. Released Parties shall not be liable to winners or any other person for failure to execute this Contest or any element thereof, or supply a prize or any part thereof, by reason of any act of God, any action, regulation, order, or request by any governmental or quasi-governmental entity (whether or not the action, regulation, order or request proves to be invalid), equipment failure, terrorist acts, cyber-attacks, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any similar or dissimilar event beyond its reasonable control. Sponsor is not responsible for any typographical, human or other error in the printing of promotional and/or collateral advertising materials, administration of the Promotion, processing of entries or in the announcement of a prize or in any other materials or information associated with this Contest of any element thereof. In the event more than the stated number of prizes in any category, as indicated in these Official Rules, are sent as notifications, communicated, distributed, claimed or received for any prize, or for any other reason Sponsor reserves the right, at its sole discretion, to award only the stated number of prizes (for a particular prize category if applicable) among all eligible non-suspect entrants/entries (for a particular prize category if applicable) or as otherwise deemed fair and equitable by Sponsor.

17. GOVERNING LAW: THIS PROMOTION IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF GEORGIA WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Contest, except where prohibited by law, participant agrees that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Contest shall be resolved individually, without resort to any form of class action, exclusively before a neutral one person arbitration panel located in Atlanta, Georgia, having jurisdiction.

18. WINNERS: The winners will be posted on the Contest website.

19. SPONSOR: Dian Fossey Gorilla Fund, 800 Cherokee Avenue S.E., Atlanta, GA 30315.