

## TERMS:

The RPLS.com 2024 Calendar Photo Contest (the “Contest”) begins March 1, 2024, and ends October 18, 2024 at 11:59 PM Pacific Standard Time (PST). All entries must be received by the stipulated date and time. 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 and Terms and Conditions. This is a skill-based contest and chance plays no part in the determination of winners.

## ELIGIBILITY:

The Contest is open to all amateur, aspiring, and professional photographers who do NOT reside in an area where prohibited. Entrants must be 18 years or older. Entrants under 18 years of age require the permission of parent or guardian.

## NUMBER OF ENTRIES:

Entrants may submit an unlimited number of entries for the competition. Pictures will not be returned, so please make a duplicate for your own files.

## ENTRY DETAILS:

Entrants in the Contest must include required information, including full name, email address, RPLS.com username, photo caption, date the photo was taken, model releases, and the regional location where the photo was taken; and submit along with your photograph in accordance with the instructions that follow. By submitting your entries, you are agreeing to our Official Rules and Terms and Condition.

There is no limit on the number of entries per person. Each entry must comply with our Official Rules and Terms and Conditions as well as the following 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 be in

.jpeg, .jpg, or .png format, and must be at least 3375 pixels wide and 2625 pixels tall, with a minimum dots-per-inch (DPI) of 300.

Only minor burning, dodging and/or color correction is acceptable, as is minor cropping. High dynamic range images (HDR) and stitched panoramas are acceptable. Any changes to the original photograph not itemized here or in the Official Rules 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 if 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 RPLS.com, contain obscene, provocative, defamatory, sexually explicit, or otherwise objectionable or inappropriate content.

The caption must be complete and accurate, sufficient to convey the circumstances in which the photograph was taken. Disguising or misrepresenting the origin of your content is cause for disqualification.

Watermarks are unacceptable. Unless RPLS.com receives a non-watermarked version of the entry within ten (10) days following its request, the entry will be disqualified.

The entries will be judged in accordance with the Judging Criteria, as defined below. All entries must be submitted and received by the stipulated date. Proof of submission is not proof of receipt. Entries must be made by the authorized account holder of the email address submitted at the time of entry. "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, internet domain owner, or other person or organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. RPLS.com reserves the right to examine the original photograph/source material to confirm compliance with these rules.

#### JUDGING:

Photo Contest entries will be judged based on creativity, quality, genuineness, and authenticity of the content.

Judging will be conducted by editors at RPLS.com. RPLS.com will select 1 winner. Winner will be notified and announced by October 31, 2024.

RPLS.com will notify the winner of the photo contest through the contact information provided at the time of entry.

Decisions of the Judges are final and binding.

#### 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 RPLS.com's request, each entrant must be prepared to provide (within seven (7) calendar days of receipt of RPLS.com'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 Sponsor and its licensees ("Authorized Parties") 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 RPLS.com's request, each entrant must be prepared to provide (within seven (7) calendar days of receipt of RPLS.com'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 any

Authorized Party 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 and selection of an alternate winner.

Finally, upon RPLS.com's request, each entrant must be prepared to provide (within seven (7) calendar days of receipt of RPLS.com's request) a signed written license from the owner of any private property included in the photograph entry, authorizing any Authorized Party 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 and selection of an alternate winner.

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

#### CONTEST PRIZES:

##### Grand Prize Winner

The Grand Prize Winner will receive:

(2) copies of the RPLS.com 2025 Calendar featuring entrant's winning photograph on the cover.

Winning photograph will be published in the RPLS.com 2025 Calendar and on rpls.com, shared via social media, and the photographer will be celebrated.

##### 11 Honorable Mentions

11 Honorable Mentions will each receive (1) copy of the RPLS.com 2025 Calendar which will feature their winning photographs and will be published on rpls.com, shared via social media and the photographers will be celebrated. Only one prize package per person, regardless of how many Honorable Mentions they win.

Winners are responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a prize depend on the number of eligible entries received and skill of the entrant.

By submitting and entering the Photo Contest, potential winners and all entrants affirm Eligibility and Liability Release, Warranty of Ownership and License, and Publicity Release. Entrant warrants that he/she is the owner of the photograph (and all the intellectual property rights in the photograph submitted) and grants to RPLS.com and its licensees the License described below. Not adhering to the Term and Official Rules of the competition may result in disqualification from the Contest, and selection of an alternate potential winner. No prize transfer, assignment, or substitution by winners permitted. If a prize (or part of a prize) is unavailable, RPLS.com, in its discretion, reserves the right to substitute the original prize (or that part of the prize) with an alternative prize of equal or greater monetary value and/or specification, unless to do so would be prohibited by law.

Noncompliance or return of prize notification as undeliverable, whether by regular mail or by e-mail, may result in disqualification and selection of an alternative potential winner.

#### LICENSE:

You retain your right to your photograph; however, by entering the Contest, you grant RPLS.com and those authorized by the RPLS.com ("Authorized Parties") an irrevocable, perpetual, royalty-free, worldwide non-exclusive license to reproduce, distribute, publicly display and create derivative works of the entries, in whole or in part, in connection with the Contest and promotion of the Contest, in any media now or hereafter known, for no additional compensation, including, but not limited to: advertising and promotion, display at a potential exhibition of winners; publication of a book or calendar featuring select entries in the Contest; features on rpls.com, newspapers or online highlighting entries or winners of the Contest on the Contest website (the "License").

Entrants consent to RPLS.com 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 an Authorized Party's website does not indicate the entrant will be selected as a winner. Authorized Parties will not be required to pay any additional consideration or seek any additional approval in connection with such use as authorized by the License.

Additionally, by entering, each entrant grants to RPLS.com and those authorized by the RPLS.com 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, except where prohibited by law. RPLS.com and authorized parties will not be required to pay any additional consideration or seek any additional approval in connection with such use.

Online Features: RPLS.com may select photos for highlight on its website or display in publicly accessible contest archive, such selections will be made in RPLS.com's sole discretion.

#### CONDITIONS OF ENTRY:

By entering this Contest, all entrants agree to release, discharge, and hold harmless RPLS.com and its partners, affiliates, subsidiaries, advertising agencies, agents, Interns, researcher associates and their employees, emeriti, officers, volunteers, directors, and representatives (the Indemnified Parties) 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 Indemnified Parties are not responsible for incomplete or misdirected entries, technical or network malfunctions or failures, causes beyond their control. Entrants are solely responsible for their entries. Entrants may not submit materials that introduce any software viruses, worms or other program designed to damage software, hardware or telecommunication equipment or are off-topic, partisan-political, contain advertising, nudity, personal attacks or explosive, or is otherwise abusive, threatening, unlawful, harassing, discriminatory, libelous, obscene, false, sexually explicit, or that infringes on the rights of any third party.

RPLS.com 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 alteration of entries. Sponsor 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 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.

This contest is void where prohibited or restricted by law. RPLS.com reserves the right to suspend or cancel the contest or modify these rules at its discretion. In the event of dispute regarding the winners, RPLS.com reserves the right to award or not award the prize at its sole discretion. RPLS.com reserves the right to disqualify any entrant whose entry or conduct disrupts the Contest in any way. Disrupting includes but not limited to the violation of these rules or other applicable laws and regulations; infringe of the rights of third parties; act in an unsportsmanlike or disruptive manner; forgery and theft.

Entries are void if RPLS.com determines the photograph to not be an original, or if the entries are incomplete, inaccessible or blocked, corrupted, 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 photo Contest; and (c) if the entrant wins that Authorized Parties may use the winning photographs and each winner's name, photograph, likeness, and/or voice in any publicity or advertising relating to the photo Contest or future promotions without compensation or approval (except where prohibited by law).

All federal, state/provincial/territorial, and local taxes, fees and surcharges and taxes (whether foreign or domestic, and including income, sales, and import taxes) on prizes are the sole responsibility of the prize winners. 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 RPLS.com to enforce any of its rights at any stage does not constitute a waiver of those rights.

#### WINNERS LIST:

Entrants are responsible for complying with these Official Rules. Winners' names and entries will be available online at [rpls.com](http://rpls.com). RPLS.com may select photos for highlights on its website or display in a publicly accessible contest archive; such selections will be made at RPLS.com's sole discretion.

#### 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 photo Contest and any other purposes outlined in these Official Rules. The data may also be used by RPLS.com in order to verify the entrant's identity, postal address, and telephone number or to otherwise verify the entrant's eligibility to participate in the photo Contest. We may also collect a photographs metadata upon entry.