

2011 Sophie giraffe 50 years, 50 States (U.S) Photography Contest Rules

Official Rules

NO PURCHASE NECESSARY. OPEN TO LEGAL RESIDENTS OF THE FIFTY STATES AND D.C, AGE 18 OR OVER. VOID WHERE PROHIBITED.

SPONSOR

Sponsor is Calisson INC., P.O. BOX 445, Dana Point, CA 92629-0445 ("Sponsor").

TERM

The 2011 Sophie Giraffe 50 years 50 States Photography Contest begins March 15, 2011 at 9:00:00 a.m. US Pacific Time and ends September 5, 2011, 9:00:00 a.m. US Pacific Time ("PT") (the "Contest"). 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:

The Contest is open only to legal residents of the fifty (50) United States reached the age of majority in their jurisdiction of residence at the time of entry. Employees of Calisson INC and their immediate family members (spouse, parent, child, sibling, and their respective spouses, regardless of where they live) or persons living in the same households of such employees, whether or not related, are not eligible. Contest is void where prohibited

HOW TO ENTER:

1. To enter, send an email to photocontest@sophiegiraffeUSA.com along with your submitted photograph as an attachment in accordance with the instructions below. No entrant may submit more than one (1) entry per household and no digital image attachment may exceed 5 megabytes.
2. Each email entry should include the following information: photograph's name, address, telephone number, email address, birth date, and photo description. The photo description should include (a) the name of the city and state, (b) the location of the photo, (c) the date of the photo, (d) other descriptive information, (e) a brief paragraph (50 words or less) of how Sophie the giraffe made a difference in your home or life.

3. 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 be 5 megabytes or smaller, must be in JPEG or JPG format, and must be at least 1,600 pixels wide (if a horizontal image) or 1,600 pixels tall (if a vertical image). Photographs must have been taken within two (2) years before the date of entry.

Minor burning, dodging and/or color correction is acceptable. Hand tinting is acceptable, as is cropping. Fish-eye lenses are acceptable. High dynamic range images (HDR) and stitched panoramas are acceptable only if the combined parts are all made around the same time. 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 will be judged separately, in accordance with the Judging Criteria, as defined below. All entries must be submitted and received by September 5, 2011 at 9:00:00 a.m. 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 email 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. 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 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. All releases must be in the form provided by Sponsor. Failure to provide such releases upon request may result in disqualification at any time during the Contest and selection of an alternate winner. (Download the [Personal Release form](#). Acrobat Reader is required to view the download. Get the free plug-in [here](#).)

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 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. 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. (Download the [Artist Release form](#). Acrobat Reader is required to view the download. Get the free plug-in [here](#).)

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 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. 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. (Download the [Location Release form](#). Acrobat Reader is required to view the download. Get the free plug-in [here](#).)

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 First Place winner in each State will each receive a “Sophie giraffe gift case “of a retail value of \$50.00 and his/her winning photograph will be featured in Sophie Giraffe USA direct website The Grand Prize is non-transferable and no cash alternative is available.

Potential winners shall be required to sign and return within ten (10) days following an attempted notification, an Affidavit, Declaration or Certificate of Eligibility, Liability Release, and where legally permissible, a Publicity Release and Warranty of Ownership and License in which the entrant warrants that he/she is the owner of the photograph (and all the intellectual property rights in the photograph submitted) and grants to Sponsor and its licensees the irrevocable, perpetual, worldwide non-exclusive license to reproduce, distribute, display, and create derivative works of the entry (along with a name credit) in connection with the Contest and promotion of the Contest without additional compensation. Failure to execute and deliver any required documents to Sponsor by the specified deadline 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, the Sponsor, in its discretion, reserves the right to substitute the original prize (or that part of the prize) with an alternative prize to the equal 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 EMAIL, MAY RESULT IN DISQUALIFICATION AND SELECTION OF AN ALTERNATE POTENTIAL WINNER.**

JUDGING

Judges will consider the following criteria: Subject matter, color, photo quality, cropping and overall aesthetic beauty. The contest is void where prohibited or restricted by law. Calisson Inc. reserves the right to cancel the contest or modify these rules at its discretion. Decisions of Calisson Inc will be final and binding.

Winners will be chosen after September 5, 2011 and notified by email by September 24, 2011. One winner per State (or a total of 50 winners)

LICENSE

By entering the Contest, all entrants grant an irrevocable, perpetual, worldwide non-exclusive license to Authorized Parties, 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; publication of a book featuring select entries in the Contest; or 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 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. Additionally, by entering, each entrant grants to Authorized Parties 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. Authorized Parties 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 Calisson Inc. 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.

Calisson INC. 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. Calisson INC. 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 California and the forum for any dispute shall be the State of California, 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). All federal, state/provincial/territorial, and local taxes, fees and surcharges and taxes on prize are the sole responsibility of the prize winners. In the event that the selected winner(s) of any prize is/are ineligible, cannot be traced or does/do not respond within ten (10) days to a winner notification as required by the "Contest Prizes" Rules above, or refuses the prize, the prize will be forfeited and Sponsor, in its sole discretion, may choose whether to award the prize to another entrant.

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 "Sponsor" that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, "sponsor" 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 available online at www.sophiegiraffeusa.com after September 24, 2011. Alternatively, for names of winners send a self-addressed, stamped envelope to Calisson Inc., Photo Contest, PO Box 445, Dana Point CA 92629-0445.

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. Participants have the right to access, review, rectify, or cancel any personal data held by Sponsor by writing to Calisson Inc., Photo Contest, PO Box 445, and Dana Point CA 92629-0445. Personal data will be used by Sponsor and its affiliates exclusively for the purposes stated herein.