



GREATER NEWARK CONVENTION & VISITORS BUREAU ("GNCVB")
PHOTO COMPETITION: QUICK CLICK! | PHOTO COMPETITION |
PRIZES BY PANASONIC

OFFICIAL RULES

NO PURCHASE, PAYMENT OR DONATION IS NECESSARY TO ENTER OR WIN. A PURCHASE, PAYMENT OR DONATION WILL NOT INCREASE OR IMPROVE YOUR CHANCES OF WINNING.

EACH COMPETITION ENTRANT AGREES TO THESE OFFICIAL RULES.

1. Timing

• These rules govern the GNCVB Quick Click! Photo Competition | Prizes by Panasonic ("Competition") being conducted by the Greater Newark Convention & Visitors Bureau ("GNCVB") and Panasonic, beginning on Thursday, January 1st, 2015 at 12:01 am Eastern Time ("ET") and ending on Tuesday, December 1st, 2015 at 11:59 am ET. The Competition winners will be announced on or before February 9, 2016. Winners will be contacted via email and will have their names displayed on the Newark Happening website.

2. How to Enter

• To participate in the Competition, starting Thursday, January 1st, 2015 at 12:01 am ET through Tuesday, December 1st, 2015 11:59 am ET, there is no purchase necessary to enter. Enter the Competition by visiting newarkhappening.com/quickclick upload an image, and submit all of the requested information. The Competition entrant

must comply with the following quidelines: (A) each Competition entrant, regardless of Competitor Level (Student 5-8 years, Student 9-12 years, Student 13-18 years, Amateur, or Professional), is only allowed to submit a maximum number of (3) three photos per category per season (Winter: January 1, 2015-March 19, 2015, Spring: March 20-June 20, 2015, Summer: June 21-August 31, 2015, Fall: September 1, 2015 - December 1, 2015), which were taken Newark, per photo category (Scenic, Happenings/Events, or Fab Food Finds), a total number of entries of 9 per entrant per season, a total of 36 entries for the entire Competition; (B) each Competition entrant must fully complete the Competition entry form; (C) each Competition entrant must submit photos in the manner described in Paragraph (4) Four of these rules; (D) and (1) Internet entry per email address is permitted. Internet entries will be deemed made by the authorized account holder, the natural person who is assigned to the email address by an Internet access provider, online service provider or other organization that is responsible for assigning an email address or the domain associated with the submitted email address. Multiple Competition entrants are not permitted to share the same email address. Entries submitted will not be acknowledged or returned. Use of any device to automate entry is prohibited. Proof of submission of an entry shall not be deemed proof of receipt by the GNCVB. GNCVB's computer is the official time keeping device for the Competition. The GNCVB is not responsible for entries not received due to difficulty accessing the Internet, service outage or delays, computer difficulties and other technological problems. All entries must be received by Tuesday, December 1, 2015 at 11:59 am ET in order to be eligible.

3. Requirements for Photo Eligibility

- Each photo submitted must have been taken in the greater Newark region during the current calendar year; each photo must be labeled in the following manner: name and email of photographer and name of the location or event the photo represents.
- Only digital submissions in .jpg or .jpeg format are eligible for the Competition.
- All submission must be 5MB or less.
- Photos submitted must be a minimum of 300 dpi, high-resolution images.

- All submitted images must be unedited, raw files.
- Photos must be a minimum of: 900 pixels wide by 1500 pixels tall.

4. Photo Category Defined

- Each photo submitted must be in good taste and represent one of the categories below.
 - a. Scenic: imagery of places in the Greater Newark area.
 - b. Happenings/Events: imagery of events, people, functions, or happenings in the Greater Newark area.
 - c. Fab Food Finds: photos of dishes at restaurants in the Greater Newark area.

5. Competition Competitor Level Defined

- Each contestant must enter the Competition as a competitor in one
 of the following competitor levels. Three (3) winners will be
 selected from each Competitor Level to win a prize, with the
 exception of the Professional level where only one (1) grand prize
 will be awarded.
 - a. Student Ages 5-8: Competitor who is 5-8 years old, in school, who is not paid for the photographs he or she takes.
 - b. Student Ages 9-12: Competitor who is 9-12 years old, in school, who is not paid for the photographs he or she takes.
 - c. Student Ages 13-18: Competitor who is 13-18 years old, in high school, who is not paid for the photographs he or she takes.
 - d. Amateur: competitor who is 18 years or older, out of high school, who is not paid for the photographs that he or she takes.
 - e. Professional: competitor who is 18 years or older who is paid for the photographs that he or she takes.

6. Eligibility Restrictions

 The Competition is open to all persons who are 5 years or older, ages 5-12 years with parent or guardian entering on behalf of the child, or 13 years of age or older as of the entry date and have visited the Greater Newark region in the current calendar year. The Competition is not open to residents of Cuba, Iran, North Korea, Sudan, Syria and any other U.S. sanctioned country and is void where prohibited by law. The Competition is void outside of the Competition Territory and where prohibited or restricted by law.

- Panasonic Lumix Lending Bars may periodically appear throughout the Greater Newark region. Lumix cameras may be borrowed with a credit card for periods of up to 2 hours. Images taken on SD cards will become the property of the borrower. More details about the Lumix Lending Bars will appear: newarkhappening.com/quickclick.
- Incomplete entries will be disqualified.
- Each contestant may enter only one competition level.
- Works that have won prizes in other contests or that have been submitted to other contests currently underway are not eligible.
- No Returns: All entries become the property of the GNCVB and Panasonic, and will not be returned. They will be added to the GNCVB and Panasonic photo library and will be used as the organizations sees fit. This includes use on websites, publications, promotional material, for media, writers, organizations, and cannot be held responsible when photo credit is not given to the photographer for their submitted work.
- Model Release: required for each photograph that includes an identifiable person. To be clear, a separate release is required for each identifiable individual portrayed in an image. For example, if you have (2) people in an image, you will need to submit (2) releases.
- <u>Photo Credit</u>: is not guaranteed for all uses of images by the GNCVB. Giving photo credit will be attempted when a photograph is used, especially for a major publication.
- Employees, Officers and Trustees of the GNCVB, its licensee, subsidiary and affiliated entities, the corporation's advertising and promotional agencies, its participating sponsors, the members of

their immediate families (spouse, parent, sibling or child) and those living in the same household of each (whether related or not), are ineligible to enter or win. Employees of Panasonic, excluding Executive Management and above and Community Relations and Corporate Outreach Staff are eligible to participate. This Competition is subject to all applicable federal, state and local laws and regulations and is void where prohibited.

Competition entrants are required to provide truthful information.
 The GNCVB will reject and delete any entry that it discovers to be false or fraudulent. The GNCVB will disqualify any entry from individuals who do not meet the eligibility requirements. The GNCVB will also delete any entry knowingly received from persons under the age of 13 in compliance with the Children's Online Privacy Protection Act without a parental consent.

7. Prizes

- a. Three (3) winners from each Competitor Level will be selected to win a prize with the exception of the Professional Level where one (1) Panasonic Lumix GH4 Series Camera Bundle (valued at approximately \$2,500) will be awarded for a total of 13 winners. Prizes for all other categories are listed as follows:
 - Students Ages 5-8 Prizes, 1st Place: Lumix DMC-ZS40K (MSRP \$400), 2nd Place: Lumix DMC-ZS35K (MSRP \$250), 3rd Place: Lumix DMC-SZ8K (MSRP \$150)
 - Students Ages 9-12 Prizes, 1st Place: Lumix DMC-ZS40K (MSRP \$400), 2nd Place: Lumix DMC-ZS35K (MSRP \$250), 3rd Place: Lumix DMC-SZ8K (MSRP \$150)
 - Students Ages 13-18, 1st Place: Lumix DMC-ZS40K (MSRP \$400), 2nd Place: Lumix DMC-ZS35K (MSRP \$250), 3rd Place: Lumix DMC-SZ8K (MSRP \$150)
 - Amateur Photographers: 1st Place: Lumix DMC-FZ1000K (MSRP \$900), 2nd Place: Lumix DMC-FZ200K (MSRP \$450), 3rd Place: Lumix FZ70K (MSRP \$300)
 - Professional Photographers; Panasonic Lumix GH4 Pro Performance Camera DMC-GH4 Body (camera), and H-FS14140K (lens) (valued at approximately \$2,500). Camera model is subject to change. Prize may be substituted for a camera of equal or lesser value.

All prizes are provided by Panasonic.

- b. All prizes or prize certificates will be shipped from the GNCVB within ten (10) business days of the winner's acceptance of the prize and return of the Affidavit of Eligibility and Liability Waiver. The winner will forfeit any prize or prize certificate not claimed within seven (7) days of winning and a new winner will be selected.
- c. If a camera arrives damaged, it will be replaced up upon receipt of the damaged merchandise.
- d. There is no substitution, transfer or cash equivalent for prizes, except that the GNCVB and Panasonic may, at its sole discretion, substitute prizes of comparable value. The prizes are expressly limited to the items(s) listed above and unless otherwise expressly specified, do not include taxes, gratuities or any other expenses. Other restrictions may apply.

8. Winner Selections and Notification

- a. Decisions of the GNCVB with respect to the Competition are final.
- b. Odds of winning depend on the number of eligible online entries received.
- c. Winner does not need to be present to win.
- d. The winner must execute and return via email (gncvb@newarkhappening.com) any required affidavit of eligibility/ liability/publicity release within forty-eight hours (48) of winning or the prize will be forfeited. If a potential winner cannot be contacted, fails to sign or return the required affidavit, the prize will be forfeited and another winner will be chosen.
- e. Images uploaded to the GNCVB website will be added to the GNCVB/Newark Happening Pinterest page for public display.
- f. GNCVB staff will select 50 images from each competitor level category to be sent to the judges. Competitor levels are as follows: Student 5-8, Students 9-12, Students 13-18, Amateur, and

Professional.

- g. Judging will begin at the end of the competition and a winner announced on or before February 9th, 2016. A panel of judges will determine winners from each Competitor Level.
- h. Judges will select the winners based on the following criteria: the image best represents the Greater Newark region, shows creativity and masterful composition. In the event of a tie the GNCVB will make the final decision.
- i. Only one (1) competitor from Professional Competitor Level will be selected. Three (3) winners will be selected from all other levels, with prizes for 1st, 2nd and 3rd place finishing.
- j. Each competitor from a Competitor Level is allowed to submit a maximum of (3) three photos per category per season (winter, spring, summer, fall), a total number of 36 entries for during the duration of the Competition.

9. Conditions:

- a. Payments of all federal, state and local taxes are solely the responsibility of the winner. The winner will be required to complete and submit an IRS Form W-9 with the winner's full Social Security Number or the equivalent for receipt of any prize valued at \$600 or more or for any prizes awarded by the GNCVB and Panasonic in a calendar year with an aggregate value of \$600 or more. Failure to submit a complete W-9 equivalent will result in forfeiture of the prize.
- b. All prizes in the Competition are nontransferable, nonassignable, nonnegotiable, and not redeemable for cash or credit.
- c. By participating in the Competition, the winner agrees to have the winner's full name and likeness used in any advertising or broadcasting material relating to the promotion by the GNCVB and Panasonic without additional financial or other compensation, and,

- where legal, to sign a publicity release confirming such consent prior to acceptance of the prize.
- d. Prior to awarding any prize or prize certificate, the GNCVB and Panasonic, in its sole discretion, will require the Competition winners (to sign a liability release, agreeing to release, discharge, and agree to indemnify and hold harmless the Competition entities and each of their respective directors, officers, employees, parents, subsidiaries, affiliates, agents and representatives from and against any liability for any damages, injury or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly from acceptance, possession, misuse or use of any prize or participation in any sweepstakes related activity or participation in this Competition.
- e. If, for any reason, this Competition cannot be executed as planned, including but not limited to, as a result of infection by computer virus, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of the GNCVB that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Competition, or if the Competition is compromised or becomes technically corrupted in any way, electronically or otherwise, the GNCVB reserves the right to cancel, terminate or modify the Competition. If the Competition is terminated before the original end date, the GNCVB reserves the right to select the winners by random drawing from among all eligible non-suspect entries received as of the termination time/date or otherwise modify the procedure for selection winners.
- f. The GNCVB, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of GNCVB's website. Failure to comply with the rules of the Competition may result in a contestant's disqualification and/or forfeiture of any prize or prizes. If the GNCVB makes a good faith determination that an entrant has cheated or committed fraudulent activity in connection with a Competition, the GNCVB reserves the right to disqualify that entrant from entering and/or winning this or future competitions and to prosecute and seek

damages to the fullest extent permitted by law.

- g. The GNCVB and Panasonic reserves the right to make changes in the rules of the Competition, including, without limitation, the substitution of a prize of equivalent value, which will become effective upon announcement.
- h. The GNCVB is not responsible for typographical or other errors in the printing, the offering or the administration of the Competition or in the announcement of a prize.
- i. For a copy of these Official Rules, send a self-address stamped envelope for receipt by December 1st, 2015 to Greater Newark Convention & Visitors Bureau, Attn: Quick Click! | Photo Competition, 60 Park Place, Suite 104, Newark, New Jersey 07102. For the name of the prizewinners send a self-address stamped envelope or receipt by February 9th, 2016 to the above address marked "GNCVB Winner List." The Official Rules and the Winners List (when completed) shall also be available during regular business at the GNCVB office.

10. Release

 By receipt of any prize, winner agrees to release and hold harmless the GNCVB and Panasonic, their respective parent, subsidiary and affiliate companies, suppliers, distributors, and advertising/promotion agencies as well as each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death or damage to or loss of property, arising out of participation in the Competition or receipt, use or misuse of any prize.

11. General Conditions

 The GNCVB or the Sponsor reserves the right to cancel, suspend and/or modify the Competition, or any part of it, if any fraud, technical failures or any other factor beyond the GNCVB or the

Sponsor's reasonable control impairs the integrity or proper functioning of the Competition as determined by the GNCVB or the Sponsor in its sole discretion. In such event, the GNCVB or the Sponsor reserves the right to award the prizes at random from among the eligible entries received up to the time of the impairment. The GNCVB or the 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 Competition 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 Competition may be a violation of criminal and civil law, and, should such an attempt be made, the GNCVB or the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The GNCVB or the Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

12. <u>Limitations of Liability</u>

 The Released parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Competition; (2) technical failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in the phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Competition; (4) technical or human error which may occur in the administration of the Competition or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from competition entrant's participation in the Competition or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost or otherwise destroyed or corrupted, Competition entrant's sole remedy is to reenter the Competition, provided that if it is not possible to award another entry due to discontinuance of the Competition, or any part of it, for any reason. No more than the stated number of prizes will be awarded. In the event that

production technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, GNCVB reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

13. **Disputes**

 Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Competition or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by a state or federal court located in New Jersey; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Competition, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Competition, shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without giving effect to any choice of law or conflict of law rules (whether of the State of New Jersey or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New Jersey.