

OFFICIAL PHILLY PHOTO DAY RULES (“Rules”)

These Rules apply to the Philly Photo Day photograph submission event (“Event”) at www.philaphotoarts.org (“Website”).

1. BRIEF OVERVIEW OF EVENT:

To celebrate its one-year anniversary, Philadelphia Photo Arts Center (“PPAC”) is designating October 28, 2011 as Philly Photo Day. PPAC is asking eligible participants (“Participants”) to take a picture in Philadelphia, Pennsylvania on October 28th and electronically upload it to PPAC’s website (each, a “Submission”). PPAC’s goal is to receive hundreds if not thousands of Submissions, creating a broad portrait of Philadelphia on that day. Subject to the terms and conditions of these Rules, PPAC will display prints of the Submissions in an open exhibition in the Gray Area of the Crane Arts Building on November 10, 2011. During the exhibition, PPAC will sell prints of the Submissions for the following prices: \$25.00 for a 8.5" x 11" print (a 7% sales tax will be added to the purchase price of all prints of Submissions). After the close of the exhibition, PPAC reserves the right to sell prints of submissions for a period of thirty (30) days. Notwithstanding anything herein to the contrary, PPAC will retain a 50% commission on the sale of all prints of Submissions. Participants may elect, when registering, to donate the remaining 50% of the purchase price of any prints of Submissions to PPAC, and receive a tax deductible donation. For more information about the Philly Photo Day Event, please see www.philaphotoarts.org or call 215.232.5678.

ELIGIBILITY:

This Event is open to legal residents of the United States who physically reside in the fifty (50) United States or the District of Columbia. Children under age 13 must have parental or guardian permission to participate in the Event. Instructions on how to register and upload Submissions are described below in Section 3. Registering and uploading your submission are both free of charge. Void where prohibited by law.

3. HOW TO REGISTER AND CREATE AN EVENT ENTRY:

To participate in the Event, visit philaphotoarts.org, select “Submit Photograph,” and follow the “How To Get Started” directions. Normal Internet access and usage charges imposed by your on-line service will apply. It is the Participant's sole responsibility to notify PPAC if the Participant changes his/her email address (“Address”). To change his/her email address, Participant must send an email to info@philaphotoarts.org setting forth Participant’s first name, last name, Submission title, old address and new address.

In order to qualify, the photograph associated with each Submission must be taken on October 28, 2011 (“Photograph Shooting Period”). Any Submission that fails to meet PPAC's specifications may be disqualified. Submissions must be received between October 28, 2011 and October 31, 2011 (“Submission Period”). In the event that the same Submission is received from more than one (1) Participant, only the first Submission received will be accepted. Any Submission received after the Submission Period deadline will be disqualified. Proof of submitting a Submission does not constitute proof of receipt or entry into the Event.

When registering, Participants will be asked to provide their first name, last name, street address, email, and phone number. Participants will also be asked whether they wish to donate the remaining 50% of the purchase price of any prints of Submissions sold during the exhibition. If a Participant elects not to donate the remaining 50% of the purchase price of prints of a Submission during the exhibition, PPAC will tender payment to the Participant following the sale of such print by sending a check to the address given by the Participant.

Once Participants have registered, they will be instructed on the Website on how to upload their Submission. In doing so, Participants will be required to click where indicated to signify that they accept and agree to be bound by these Rules. If there are people in the Submission other than the Participant, the Participant will be agreeing that he/she has obtained the permission of each person in the Submission and that that person agrees to appear in the Submission. If these steps are not taken, the Submission cannot be entered into the Event.

4. EVENT ENTRY REQUIREMENTS:

All Submissions must meet the following requirements and specifications to be eligible:

- (i) The Submission must be authorized. This means that Participant must have the legal right and any and all permissions necessary to submit the Submission for themselves and any other person appearing in their Submission. By submitting the Submission, Participant hereby represents that he/she has all rights necessary to distribute the Submission through the Website and to grant to PPAC the rights set forth in these Rules.
- (ii) The Submission must be the Participant's original work and must not infringe the copyright, trademark, privacy, publicity or other personal, contractual, or proprietary rights of any person or entity.
- (iii) The Submission must not, in the sole discretion of PPAC, contain any sexually explicit, disparaging, defamatory, libelous, obscene or other inappropriate content.
- (iv) The Submission must not violate these Rules, and the photograph associated with the Submission must be taken during the Photograph Shooting Period.
- (v) Participant represents and warrants that: (i) Participant is the sole and exclusive creator and owner of the Submission, and all rights thereto; (ii) Participant has the full and exclusive right, power and authority to submit the Submission to PPAC upon the terms and conditions set forth herein; (iii) no part of the Submission has been previously published; (iv) no rights in the Submission have previously been granted to any person, firm, corporation or other entity or otherwise exercised or exploited; (v) the full use of the Submission or any part thereof will not in any way violate or infringe upon any copyright (statutory or otherwise), constitute a libel or defamation of or an invasion of the rights of privacy or publicity of, or otherwise violate or infringe upon any other personal, contractual, or proprietary rights of any person, firm, corporation or other entity or otherwise subject PPAC to any costs or liability of any kind or nature whatsoever. Participant allows PPAC the usage of Submission for the promotion of the exhibition and the mission of PPAC, either in print form or on the web. Participant will be given photo credit.

5. EVENT SCHEDULE:

The applicable dates, times and deadlines for the Event are as follows (Eastern Time).

- October 28, 2011 (12:01 AM) — October 28, 2011 (11:59 PM): Photograph Shooting Period.
- November 10, 2011 — November 26, 2011: Exhibition

The dates and times set forth above are subject to change in PPAC's sole discretion. In the event of any change, notice of the revised date or time will be posted on the Website.

6. **PPAC'S RIGHT TO DISQUALIFY AND REMOVE SUBMISSION:**

At any time during the Event, PPAC reserves the right in its sole discretion to disqualify and remove any Submission for any reason, including but not limited to, because PPAC believes the Submission potentially or actually infringes upon any copyright, trademark, or other proprietary, personal, or contractual right of any third party, or otherwise does not meet the terms and conditions of these Rules.

7. **GENERAL RULES**

- (i) *Name and Likeness:* By participating in the Event, Participant grants permission to PPAC and its advertising and promotion agencies, the right to use: the Submissions, the name, likenesses, voice, biographical information, of Participant and any other person appearing in the Submissions, and any other material submitted in connection with the Event for purposes of advertising, publicity and promotion, without further compensation to Participant, unless prohibited by law.
- (ii) *Sale and Consignment:* By participating in the Event, Participant grants PPAC the right to sell prints of Participant's Submission and either retain a 50% commission or the entire proceeds of the sale, as determined by Participant, in his/her sole discretion when registering for the Event.
- (iii) *Not Responsible for Errors or Entries not Received:* PPAC is not responsible for any typographical or other errors in the administration of the Event, or for lost, late, misdirected, damaged, incomplete or illegal entries.
- (iv) *No Confidential or Fiduciary Relationship:* Participant understands and agrees that no confidential or fiduciary relationship is established by Participant's submitting the Submission hereunder and nothing in these Rules or in the fact of Participant's submitting the Submission shall be deemed to place PPAC in any different position from anyone else to whom Participant has not submitted the Submission.

8. **RELEASE, WARRANTY, LIMITATION OF LIABILITY AND INDEMNIFICATION:** Participant expressly understands and agrees that:

- (i) Participant hereby releases and holds PPAC, its agents, employees, officers, directors, representatives and independent contractors (the "Released Parties") harmless from any and all claims, demands, losses and liabilities arising out of their participation in the Event.
- (ii) PARTICIPANT'S USE OF THE WEBSITE AND PARTICIPATION IN THE EVENT IS AT PARTICIPANT'S SOLE RISK. THIS EVENT IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE RELEASED PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- (iii) Participant agrees to indemnify and hold the Released Parties harmless from and against any and all claims, liabilities (including, but not limited to, reasonable attorneys' and experts' fees, costs and disbursements), demands and actions of every kind and nature, whether or not now known or suspected (collectively, "Claims"), arising out of or in connection with (i) Participant's participation in the Event; (ii) any Submission submitted by Participant (including, but not limited to, any and all claims of third parties, whether or not groundless, based on the Submission of such material); (iii) any posting by Participant on PPAC's; (iv) the use by Released Parties of any of the rights granted by Participant in connection with the Event; and (v) any breach by Participant of any warranty, agreement or representation contained in these Rules or in any documentation submitted by Participant.

9. INTERNET

- (i) PPAC is not responsible for any electronic transmission errors resulting in any omission, interruption, deletion, defect, delay in operations or transmissions, theft or destruction or unauthorized access to or alterations of any entries/photographs submitted, or for any technical, network, telephone equipment, electronic, computer, hardware or software malfunction or limitations of any kind, or any inaccurate transmissions of or failure to receive entry information on account of technical problems or traffic congestion on the Internet. If for any reason the Internet portion of the Event is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, an insufficient number of Submissions, or any other causes beyond PPAC's control which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Event, PPAC reserves the right in its sole and unfettered discretion to cancel, terminate, modify, extend and/or suspend the Event.
- (ii) ANY ATTEMPT BY PARTICIPANT TO DELIBERATELY DAMAGE ANY SITE OWNED OR OPERATED BY PPAC, INCLUDING, BUT NOT LIMITED TO, THE WEBSITE, OR UNDERMINE THE LEGITIMATE OPERATION OF THE EVENT IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, PPAC RESERVES THE RIGHT TO SEEK DAMAGES AND/OR OTHER RELIEF FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT OF THE LAW. IF PPAC IN ITS SOLE DISCRETION BELIEVES THAT ANY SUCH CONDUCT HAS OCCURRED, THEN PPAC MAY TAKE SUCH REMEDIAL MEASURES AS PPAC DEEMS APPROPRIATE IN KEEPING WITH THE FAIRNESS AND INTEGRITY OF THE EVENT.

10. GOVERNING LAW:

All issues and questions, rights and obligations of Participant in connection with this Event shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania., without giving effect to the conflict of laws rules thereof and any proceedings shall take place in the Commonwealth of Pennsylvania, in the city of Philadelphia.

Effective date: October 27, 2011