

Photography Competition

On the Subject of Birds

Barbara Goodall Education Gallery • May 23 through July 1, 2012

DEADLINE:

All Entries Due By Sunday, April 1 at 5:00 p.m. NO EXCEPTIONS.

Museum: 2928 San Marcos Avenue, Los Olivos
Open Wednesday-Sunday, 11:00 a.m.-5:00 p.m.

Mailed: Wildling Photo Contest, PO Box 907, Los Olivos, CA 93441

INSTRUCTIONS:

- Make sure you completely read and understand the rules for the competition.
- Include one of the forms below for each entry with the disk you submit. (Up to five (5) entries allowed)
- Make sure your digital files are accurately labeled - failure to do so could disqualify your entry. with the initial of your first name, your last name, and title of photograph.

Example: Hcline_BirdsInFlight.jpg

- Note: Entry fees will not be refunded due to non-compliance with rules and requirements.

Name: _____

Address: _____

City: _____ State: _____ Zipcode: _____

Phone: _____ E-mail: _____

Photograph

ENTRY TITLE: _____

I confirm that I have read, understand, and will abide by all the rules of this competition.

I agree that if I choose to have my entry for sale, the Museum will handle the sales transaction (including sales tax) and keep a 30% commission on any of my sales made during the duration of the exhibition. The Wildling will reimburse me for 70% of sale within 30-days.

The entry fee(s) is included with this entry form.

\$10.00 fee for each entry, multiple entries (up to 5) may be combined into one payment

Check # _____ Cash _____
Signature _____ Date _____

Credit Card # _____ Exp. Date: _____

OFFICE:

Date Received: _____ Time: _____

Received by: _____

**Official Contest Rules
for Wildling Art Museum
2012 Photography Juried Competition**

SPONSOR

Sponsor is Wildling Art Museum, ("Sponsor" or "WAM").
P.O. Box 907, Los Olivos, CA 93441, USA

TERM

The 2012 Wildling Art Museum Photography Juried Competition ends April 1, 2012, 5:00:00 p.m. US Pacific Standard 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. This is a skill based contest and chance plays no part in the determination of winners.

WHO MAY ENTER

Contest is open to individuals 18 years or older as of the time of their initial entry, and whose residence is in California. Employees and members of the Board of Directors of the Wildling Art Museum-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 or board members, whether or not related, are not eligible.

HOW TO ENTER

All Entries due:	April 1, 2012	
Photography Semi-Finalists Notified:	April 16, 2012	
Photography Semi-Finalists Prints Due:	May 11, 2012	
Photography Finalists notified:	May 16, 2012	
Exhibition Open:	May 23, 2012	
Exhibition Reception:	May 26, 2012	3:00-5:00 p.m.

Each Entry consists of an entry form, a single image, and an entry fee. The entry fee is US\$10 per entry. To enter, visit www.wildlingmuseum.org; complete an entry form with the required information, including your name, address, telephone number, email address, and photo caption; and submit your photograph and fee in accordance with the instructions that follow.

The contest consists of one (1) category: Photography. The subject is "Birds." All entries must reflect the mission of the Wildling Art Museum: The appreciation and preservation of wilderness through art. Entries are limited to five (5) per person. Each entry must comply with the following requirements:

"Photograph Requirements"

Photographs must be submitted in digital format. No print or film submissions will be accepted for initial 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 between 2 and 10 MG (megabytes), 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).

When contacted by the Wildling Art Museum, Semi-Finalists must submit a high-quality print of their photograph by May 11, 2012, for the final round of judging. All prints must be submitted, ready to hang, in a 16"x20" or 17"x21" black frame - as measured from outside edge to outside edge (a discrepancy of up to one-half inch is allowed in frame size), no other color or sizes will be accepted. Mat size and color is at the photographer's discretion. Acceptance as a semi-finalist does not guarantee acceptance into the exhibition.

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 contest will have its own set of judges, in accordance with the Judging Criteria, as defined below. All entries must be submitted and received by April 1, 2012 at 5:00:00 p.m. PST. Proof of submission is not proof of receipt. Sponsor reserves the right to examine the original source material in order to confirm compliance with these rules.

WORKS FOR SALE

If the photographer wishes to offer work accepted into the competition exhibition for sale to the public, the photographer agrees to give the Wildling Art Museum a 30% commission on any money procured through said sale(s). The Wildling Art Museum shall accept responsibility for collecting and paying all sales tax related to the sale of said photograph(s), and shall reimburse photographer for 70% of sale within 30-days.

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.

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.

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 will receive US\$250. The Second Place winner will receive US\$100. The Third Place winner will receive US\$50. All winning entries will be exhibited at the Wildling Art Museum May 23 through July 1, 2012 in the Barbara Goodall Education Gallery and on the Wildling website.

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.

JUDGING

The Photography category consists of two (2) rounds of evaluation. In Round One, judges in a panel of photographic experts (at least one of whom will be independent of Sponsor) (“Judges”) will select twenty-five (25) to thirty (30) semi-finalist entries from among all eligible entries based on the following criteria (“Judging Criteria”): (1) Relevance to theme (2) Creativity; (3) Photographic quality. The semi-finalists selected in Round One will proceed to Round Two. In Round Two, the Judges will narrow the selection to twenty (20) finalists and collectively select a First Place Winner, a Second Place Winner, and a Third Place Winner based on the Judging Criteria. In the event of a tie, the tied entries will be re-submitted to the Judges for a re-judging between the tied entries alone. In the event that a tie remains after re-judging, the entry with the highest score in the creativity criteria will be declared the winner. Photographers may only receive one prize. Finalists will be chosen around May 11-16, 2012, and notified by email. Decisions of the judges are final and binding.

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; possible publication of a book featuring select entries in the Contest; publication in *The Fox Tales* newsletter 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 the Wildling Art Museum 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.

The Wildling Art Museum 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. WAM 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 in 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, and local taxes, on prizes 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 WAM that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, WAM 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.wildlingmuseum.com after May 26, 2012. Alternatively, for names of winners send a self-addressed, stamped envelope to Wildling Art Museum, P.O. Box 907, Los Olivos, CA, 93441, Attention: Holly Cline

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 Wildling Art Museum, P.O. Box 907, Los Olivos, CA 93441. Personal data will be used by Sponsor and its affiliates exclusively for the purposes stated herein.

NOTICE TO INDIVIDUALS: REMOVAL FROM MAILING LIST: Any individual (or other duly authorized person) may elect to exclude the name and address of that individual from all lists used by the Wildling Art Museum. To elect to have an individual's name excluded from all such lists, submit a removal request in writing to: Wildling Art Museum, P.O. Box 907, Los Olivos, CA 93441.