

OFFICIAL CONTEST RULES

Thank you for your interest in Science Friday's 2014 Winter Nature Photo Contest (the "Contest"). Before submitting your photo, please read these Official Contest Rules carefully. By submitting a photo to our Contest, you agree to the Official Contest Rules.

Term

The Contest will be open to entrants beginning February 7, 2014 at 4:00 p.m. E.T. and ending February 21, 2014 at 2:00 p.m. E.T.

Who May Enter

Anyone 13 years old or older may enter the Contest, except for individuals affiliated with the Science Friday Initiative ("Science Friday"), including employees, trustees, interns, volunteers, fellows, and their immediate families (children, parents, siblings, and spouses) and others living in their households. Science Friday will determine a contestant's eligibility in its sole discretion.

What You Can Submit

Each contestant is invited to submit one (1) photo whose subject matter relates to/depicts nature in winter. Photographs must be in electronic format and may not be larger than 1Mb. A contestant may only submit a photo that is his/her original work. Science Friday may at any time and in its sole discretion decide that a photo is not or is no longer eligible for the Contest.

How to Enter

To enter Science Friday's 2014 Winter Nature Photo Contest, go to <http://sciencefriday.com/photocontest2014> and follow the prompts. Science Friday will not be accepting submissions other than through the above website. Science Friday will not accept more than one (1) photo per contestant and will not accept more than one (1) photo per email address. If more than one (1) photo per contestant or email address is admitted, then Science Friday will not be able to consider any of the photos admitted by that contestant or email address.

How Submissions Are Judged

After the Contest has closed on February 21, 2014 at 2:00 p.m. E.T., all submissions that Science Friday has determined (in its sole discretion) are eligible for the Contest will be viewable at <http://sciencefriday.com/photocontest2014>. Contest "finalists" will be chosen in the following ways.

- A professional photographer chosen by Science Friday will select her/his 10 favorite entries.
- You and any member of the public may vote up to three times a day for your favorite entries until February 28, 2014 at 4:00 p.m. E.T. by going to <http://sciencefriday.com/photocontest2014>. The photo that receives the most votes will become a finalist.

Science Friday will post the finalists to <http://sciencefriday.com> by 12:00 a.m. E.T. on March 3, 2014. Once the finalists are posted, you and other members of the public may vote for your favorite photo. (Note that this time, you may only vote once, so choose wisely!) The Contest will be closed to voting at 11:59 a.m. E.T. on March 9, 2014 (remember that Daylight Savings Time begins at 2 a.m. on March 9th!).

The Winner

The contestant whose photo receives the most votes between March 3, 2014 and 11:59 a.m. E.T. March 9, 2014 will be the winner of the 2014 Winter Nature Photo Contest! Science Friday will announce the winner on air on March 14, 2014. The winner may also be interviewed for the Science Friday blog. Except for your participation and recognition as set forth above, there shall be no monetary rewards or prizes for this Contest.

License and Release

By submitting a photo, you represent, warrant, and agree as follows:

- You are over the age of 18 years and are free to enter into this Contest. To the extent there is an individual participating in the Contest under the age of 18 for whom you are the parent or guardian, you represent and warrant that that individual is 13 years of age or older at the time the individual submits a photo, and that you hereby agree to all the terms of these Official Contest Rules on his or her behalf.
- You are submitting one (1) photograph (the "Photo") to the Contest. You represent and warrant that the "Photo" is your original work and does not violate or infringe any third party's privacy, right of publicity, or intellectual property rights, including without limitation, copyright. In the event Science Friday requests that it may interview you regarding the Photo you submit (the "Interview"), you agree that should you decide to participate in the Interview that the Interview will be subject to the terms and conditions of these Official Contest Rules and this section entitled "License and Release."
- You have obtained, or made a good-faith effort to obtain, any required releases from any person or for any property depicted in the Photo, and you have no knowledge of any objection by any person, governmental entity, or other third party against the exercise of any of the rights granted in these Official Contest Rules and this section entitled "License and Release." You agree to immediately advise Science Friday if any such objection comes to your knowledge in the future.
- In consideration for Science Friday permitting you to participate in the Contest, the sufficiency and adequacy of which is hereby acknowledged, you hereby grant to Science Friday and its affiliates a perpetual, irrevocable, royalty-free, non-exclusive, worldwide license to exercise the rights in the Photo and the Interview, including without limitation the rights to create derivative works in whole or in part and to reproduce, copy, modify, or

otherwise use the Photo, the Interview, and any derivative works, and any part thereof in combination with, or as a composite of other matter, including, but not limited to, text, data, images, photographs, illustrations, animation and graphics, video or audio segments of any nature, in any media or embodiment, now known or hereafter to become known, including without limitation all formats of computer readable electronic magnetic, digital laser or optical-based media (the "Works") for any purpose whatsoever; use and permit to be used your name, image, or quotes whether in original or modified form, in connection with the Works; and display, perform, exhibit, distribute, transmit or broadcast the Works by any means now known or hereafter to become known.

- You acknowledge and agree that any permitted use of the Photo, the Works, the Interview, or any derivative works thereof is at the sole and complete discretion of Science Friday. The failure of Science Friday to exercise or enforce any right conferred upon it by these Official Contest Rules will not be deemed to be a waiver of any such right or operate to bar the exercise or enforcement thereof at any time thereafter. You waive any and all rights in and claims to compensation or sale proceeds that you have or may have for Science Friday's use of or exercise of the rights in the Photo, the Interview, the Works, any derivative works thereof, or for participation in the Contest.
- You agree to follow all rules and policies of Science Friday and any applicable state and federal laws. You acknowledge and agree that Science Friday, its employees, or designated agents may, in their sole and absolute discretion, determine that you are not in compliance with the Official Contest Rules, and in such cases, may remove you from the Contest. You agree that if you are removed from the Contest, then Science Friday shall retain all rights granted to Science Friday under these Official Contest Rules and this section entitled "License and Release," and that such rights shall survive your removal perpetually.
- You shall indemnify Science Friday for and against any costs, claims, demands, expenses, and liabilities (including reasonable attorneys' fees) suffered by Science Friday arising from your breach of any warranty, statement of any representation that is untrue, or failure to perform any obligation under these Official Contest Rules.
- The terms of these Official Contest Rules shall commence on the date the Photo is submitted and be without limitation.
- You agree that all matters relating to these Official Contest Rules shall be governed by the laws of the State of New York without regard to the choice of law principles. In the event of a dispute, claim or controversy arising out of or relating to the Official Contest Rules or the Contest, you irrevocably agree to submit such dispute, claim or controversy to a federal or state court of competent jurisdiction in the county of New York in the state of New York, and hereby waive any objections to venue or jurisdiction of such courts.

- You acknowledge and agree that if any part of these Official Contest Rules is held invalid or unenforceable, then the remainder of these Official Contest Rules shall not be affected thereby, and each other term, covenant, condition or provision of these Official Contest Rules shall be valid and shall be enforced to the fullest extent provided by law.

ACKNOWLEDGEMENT AND AGREEMENT

YOU ACKNOWLEDGE, UNDERSTAND, AND AGREE THAT THESE OFFICIAL CONTEST RULES ARE A VALID AND BINDING AGREEMENT AND THAT YOU HAVE READ IT CAREFULLY AND THAT BY CLICKING THE BOX NEXT TO "I AGREE" WHEN YOU SUBMIT A PHOTO, YOU UNDERSTAND AND AGREE TO BE BOUND BY AND COMPLY WITH THE OFFICIAL CONTEST RULES.

SCIENCE FRIDAY'S 2014 WINTER NATURE PHOTO CONTEST PRIVACY POLICY

At Science Friday Initiative ("Science Friday"), we recognize the importance of your privacy. As a contestant in Science Friday's 2014 Winter Nature Photo Contest (the "Contest"), this Privacy Policy (the "Policy") explains what type of information is collected from you when you visit <http://sciencefriday.com/photocontest2014> (the "Site") and submit your photo and how that information may be used. This Policy applies to any information we may collect in any format and by any means, including, without limitation, telephone, online form, mail, and other means.

This Policy does not apply to information otherwise collected through <http://sciencefriday.com> or through Science Friday's mobile sites and applications, and any other Science Friday sites, applications and services, and any features of these sites, applications and services. Please note that if your photo is selected to be a finalist, your photo will be posted on <http://sciencefriday.com>, and if you vote on a finalist, the voting will take place at <http://sciencefriday.com>. The Privacy Policy for those sites, applications, and services can be found at <http://www.sciencefriday.com/about/policies.html#privacy>.

We are working with a third party vendor – Votigo, Inc. ("Votigo") – that is helping us promote and coordinate the Contest. When you visit the Site, and/or by entering the Contest using the Site, your information will also be collected by Votigo, stored using Votigo's database, and maintained in accordance with Votigo's policies. We do not control Votigo, so any information provided to them is governed by their applicable policies, which can be reviewed at <http://www.votigo.com/corp/privacy.php>.

How We Share the Information We Collect

Science Friday collects several types of information from you as you use the Site or enter the Contest. We collect personally identifiable information and non-personally identifiable information.

Personally identifiable information. When you enter the Contest, we will collect the following personally identifiable information: your name, email address, and birthdate. When we collect personally identifiable information, we use it in connection with the purpose for which you submitted it. For example, your email will be used to notify you if you win the Contest. If you elect to receive our newsletter and other publications, your personally identifiable information will be used for that purpose as well.

Non-personally Identifiable Information (Aggregate Information). Non-personally identifiable information is information that is about you but individually does not identify you (e.g. your browser name, operating system, or Internet service provider). We use this information to analyze trends, better understand our users, and administer the website. We may share aggregated demographic information about our user-base with our third-party advertising partners. We do not link this data to individual users' accounts or personally identifiable information.

Third Parties. We do not share personally identifiable information with third parties, with two limited exceptions. First, we may disclose personally identifiable information about you if we have a good faith belief that doing so is required by law, such as pursuant to a subpoena or other judicial or administrative order. Second, we may contract with third party vendors, consultants, or service providers, such as Votigo, that provide services to our users, and we may share your personally identifiable information with these third parties but *only as necessary*. These third parties will have access to the information needed to perform their functions and not for any other purpose. Notwithstanding the previous sentence, we do not control these third parties, so any information provided to them is governed by their applicable policies. Science Friday is not responsible for information provided to third parties in connection with use of this site or any Science Friday materials.

How We Store the Information We Collect

Any information we collect is hosted within our database, which has commercially reasonable security measures. We only make your information available to certain personnel, and we never sell your information to other companies. As stated above, Votigo will also be collecting and storing your information, and such collection is governed by their policies.

Please note that no security measures or secured system of transmitting data over the Internet can be guaranteed to be entirely secure. As such, we do not guarantee you against the loss, misuse, or alteration of any information under our control. Whatever information you provide to us is at your own risk.

Children

This Contest is open to contestants who are under the age of 18. For those contestants who are 13 to 17 years old, we will be collecting personal information, including name, birthdate, and email address, solely for the purposes of verifying

that the contestant is 13 years of age or older and contacting the contestant should that contestant be the winner of the Contest. We do not knowingly solicit or collect any other personal information from individuals under the age of 18. We encourage parents to supervise their children's use of the site and entrance into the Contest. Please contact us with any questions or concerns regarding children's privacy.

Hyperlinks

This website may contain hyperlinks to third party websites or materials. Science Friday does not control the content or quality of any such sites or materials, and the third party's own policies may apply and govern the treatment of personal information. We recommend that you review the policies of any third party website or other materials carefully. Please be aware that Science Friday is not responsible for the privacy practices or the content of any external websites.

Your Acceptance of this Policy

By using the Site and by disclosing information to us, you agree to the terms of this Policy and any other applicable terms and conditions. If you do not agree to this Policy, please do not use the Site, and please do not enter the Contest.

Updates to this Privacy Notice

This Policy may change from time to time. Changes to this Policy will become effective when those changes are posted. Your continued use of the site subsequent to any changes to this Policy constitutes your acceptance of the changes. Please review this Policy regularly to ensure continued familiarity with its most current provisions.

Contacting Science Friday

If you have any questions about this Policy or other related terms and conditions, please contact:

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