



OFFICIAL WORLDWIDE “NATIONAL GEOGRAPHIC INTERNATIONAL PHOTO CONTEST FOR KIDS” RULES

SPONSOR

Sponsor is National Geographic Society, 1145 17th Street, N.W., Washington, D.C. 20036-4688, USA (“Sponsor” or “NGS”).

TERM

The Worldwide National Geographic International Photography Contest (“Contest”) begins December 30, 2008 and ends January 6, 2009. 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 their 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 only to those individuals who have been selected as First Place winners in the local National Geographic International Photo Contests conducted by National Geographic publishers in various countries around the world during the period from July 4, 2008, through November 3, 2008 (“Local Contests”). For a list of participating local contests, visit <http://www.nationalgeographic.com/kids-international-photo-contest/>. CONTEST IS VOID WHERE PROHIBITED.

HOW TO ENTER

- Winners of the First Place prizes in each of the three categories of the Local Contests (Animals; Scenery; and People) (the “Categories”) will (subject to meeting the Photograph and Eligibility requirements set forth in these Official Rules) automatically be entered into this Contest with the winning photograph from the Local Contest (each a “Photograph”). The Sponsors of each Participating Local Contest will automatically submit the winning First Place photos in each of the three Categories to Sponsor for entry into this contest. No responsibility is assumed for lost, late or

misdirected entries or for the failure of the Sponsor of a local contest to submit a winning Photograph into this Contest. This Contest is closed to all other participants. Each entry must comply with the following requirements (the "Photograph Requirements"):

- Photographs must have been taken within three (3) years before the date of entry.
- The Photograph must be an original work created by the Contest entrant. By entering the Contest, entrant represents, acknowledges and warrants that the submitted Photographs are original works created solely by the entrant, that the photograph does not infringe upon the copy rights, trademarks, 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 Photographs.
- The Photographs must not in the sole and unfettered discretion of the Sponsor, contain obscene, provocative, sexually explicit or otherwise objectionable or inappropriate.
- Photographs must meet the following technical specifications:
 - Color or black and white prints, any size up to 8" x 10". Name of entrant, address with country of entrant's parent or guardian, and phone number of entrant's parent or guardian should appear on back of print.
 - Original transparencies and negatives, or in the case of digital photographs a minimum 5"x7" 300 dpi (9m) jpeg of the winning Photographs must be available to NGS so they can be published
 - Photographs taken with digital camera or conventional films are eligible
 - An image that combines the elements of more than one photograph or has elements removed is not eligible. Minor burning, dodging and/or color correction is acceptable.
 - Glass mounts and framed photographs are not acceptable.
- The entries in each Category will be judged separately, in accordance with the Judging Criteria, as defined below.
- Any entrant whose Photograph does not meet the Photograph Requirements may be disqualified in the sole discretion of the Sponsor notwithstanding the fact that the Photograph was selected as a winner in the Local Contest.

RELEASE

- 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 any and all releases and consents necessary to permit the publication and use of the Photograph in a manner set forth in the Official Rules without any additional compensation. If any person appearing in any photograph is under the age of majority, the signature of a parent or legal guardian is required on each release.
- If feasible, each entrant should be prepared to provide a signed written personal release from all persons who appear in the Photograph submitted, and/or from the copyright owner of any sculpture, artwork or other copyrighted material that appears in the photograph entry, authorizing use of the Photograph in Sponsor's and its' licensees' ("Authorizing Parties") editorial publications, marketing and promotions in any and all media in connection with the Contest and promotion of the Contest.

CONTEST PRIZES

One (1) Grand Prize Winner will be selected. The Grand Prize consists of a trip to National Geographic Society headquarters in Washington, D.C. for the winner and his or her parent or legal guardian for five (5) days and four (4) nights, including round-trip coach air transportation to and from the major airport closest to winner's home, double occupancy hotel accommodations for four (4) nights, an awards ceremony and luncheon, a \$50 gift certificate to the National Geographic Store, and US\$460 in spending money. All other expenses are the responsibility of Grand Prize Winner. Trip must be taken between January 22, 2009, and January 22, 2010. Guest accompanying the winner must sign the liability and publicity release described below. Approximate Retail Value ("ARV") of Grand Prize is \$3,700. Tips, taxes, insurance (including travel insurance) and all other expenses associated with acceptance and use of the Grand Prize not stated herein are the sole responsibility of Grand Prize Winner and his/her travel companion. All prize details are at Sponsor's sole discretion.

- Retail value of Grand Prize may vary depending on location of Winner's residence. Any difference between actual retail value of prize and the approximate retail value will not be awarded.
- If Grand Prize winner is unable to travel with a parent or legal guardian on dates available for the trip, then, at Sponsor's discretion, an alternate Grand Prize Winner may be selected based on the judging criteria below.
- Grand Prize Winner and his/her travel companion must travel together on the same itinerary. Certain restrictions may apply. Grand Prize Winner and his/her travel companion will be responsible for all necessary travel authorizations and travel insurance. Travel arrangements will be made through the National Geographic Society. By accepting the Grand Prize, Winner and his/her parent or legal guardian represent that they understand that travel, whether in developed or remote areas and whether by plane, automobile, boat, raft, or other conveyance, or by foot, on land or water, and in the air, contains some inherent element of risk of accident, illness, injury, loss or death, which may be caused by negligence, forces of nature, wild animals or other agencies, known or unknown. Winner and his/her parent or legal guardian represent that they recognize that such risks may be present at any time before, during and after the trip. In order to be considered a Winner and partake of the enjoyment of this Grand Prize trip, potential Winner and his/her parent or legal guardian must be willing to accept the risk, and to confirm their acceptance to such risk in writing at Sponsor's request.

Potential winner shall be required to sign and return within fifteen (15) 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 entrant warrants that he/she is the owner of the Photograph and grants Sponsor the right to use the Photograph as specified in Licenses below.

- No prize transfer, assignment or substitution by winner 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 or greater monetary value and/or specification, unless to do so would be prohibited by law.
- If for any reason whatsoever a winner does not take the prize (or any part of the prize) on the dates and times stipulated by the Sponsor, then the prize (or that part of the prize) will be forfeited by the winner and neither cash nor kind will be awarded in lieu of the prize (or that part of the prize).

JUDGING

- Contest consists of one (1) round of evaluation. A panel of National Geographic experts (“Judges”) will evaluate all eligible entries based on the following criteria (“Judging Criteria”):
 - (1) Creativity 50%
 - (2) Photographic quality 50%

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 the re-judging, the entry with the highest score in the creativity criteria will be declared the winner.

- Judging will take place on or about December 30, 2008 and parents/legal guardians of the selected entrants will be notified on or about January 7, 2009.
- Decisions of the Judges are final and binding.

LICENSE

By entering the Contest, all entrants (and their respective parents and legal guardians) grant a royalty-free, irrevocable, perpetual, 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; publication in National Geographic Kids Magazine 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, entrants agree to release, discharge and hold harmless National Geographic Society 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, including travel, and the acceptance and use, misuse, or possession of any prize awarded hereunder.

CONDITIONS

THIS CONTEST IS VOID WHERE PROHIBITED. Entrants agree that this Contest shall be subject to and governed by and subject to the laws of the District of Columbia and the forum for any dispute shall be in the District of Columbia, 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.

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 in Tennessee and where prohibited by law). All federal, state/provincial/territorial and local taxes (whether foreign or domestic, and including income, sales, and import taxes), fees and surcharges on prizes are the sole responsibility of the prize winners. In the event that the selected winner(s) of any prize are/is ineligible 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 entry that is not in accordance with these Official Rules. 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 causes beyond the control of NGS that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, NGS 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.

WINNERS LIST

Entrants are responsible for complying with these Official Rules. Winner's first and last name, and city of residence will be available online at <http://www.nationalgeographic.com/kids-international-photo-contest/> after January 22, 2009. For names of winners send a self-addressed, stamped envelope to 2008 National Geographic International Photography Contest, National Geographic Society, 1145 17th St. NW, Washington, DC 20036, attn: Cynthia Gbetibouo (Residents of Vermont and Canada need not include postage.)

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 Sponsor at 1145 17th St., N.W., Washington, D.C. 20036.

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 National Geographic Society to mail skill contests or sweepstakes. To elect to have an individual's

name excluded from all such lists, submit a removal request in writing to: National Geographic Society, International Photo Contest, Attention: Cynthia Gbetibouo, 1145 17th Street, NW, Washington, DC 20036-4688. This notification system may be used to prohibit mailing of all skill contests or sweepstakes by National Geographic Society to such individual.

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