

“The Discover Japan Photo Contest”

OFFICIAL RULES

No Purchase Necessary

- 1) **DESCRIPTION OF THE CONTEST.** The “Discover Japan Photo Contest” (the “**Contest**”) is sponsored by National Geographic Partners, 1145 17th Street NW, 3rd floor, Washington, DC 20036 (“**Sponsor**”). The winner of the Contest will receive a Grand Prize Package as more specifically described below. The Contest begins at 12:00 a.m. Eastern Time (“**ET**”) on August 1, 2016 and ends at 11:59 ET on August 31, 2016 (the “**Contest Period**”). Sponsor will select the Contest winner in accordance with the procedures set forth below and will announce such winner before September 19, 2016. By participating in the Contest, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects.
- 2) **WHO MAY ENTER.** The Contest is open only to those legal residents of the 50 United States, and the District of Columbia, who are (1) 18 years of age or older at the time of entry and (2) not a member of SAG, AFTRA or any other guild that would prohibit entrant from rendering the services contemplated herein. Directors, officers and employees, and their immediate family members, or those living in the same household as such directors, officers and employees, of Sponsor, Japan National Tourism Organization (“**JNTO**”) or their respective parent, affiliated, or subsidiary companies, agents or representatives (collectively “**Promotion Entities**”) are not eligible to enter or win. The Contest is void where restricted or prohibited by law.
- 3) **HOW TO ENTER.** To participate in the Contest, you must have an Instagram account. During the Contest Period, upload your own personal favorite pictures of Japan. Upload your Submission to your Instagram account the hashtag #DiscoverJapanContest (the “**Hashtag**”) during the Promotion Period. Once you upload your Submission to your Instagram account using the Hashtag, you receive one (1) Submission. Your Submission must include the Hashtag in order to be eligible. Your Instagram account must be set to permit public viewing of your photos in order for Sponsor to receive your Submission. By using the Hashtag in connection with your Instagram post, you are acknowledging and agreeing that Sponsor has the right to stream your post through the Instagram API or otherwise use your post as set forth in its online Terms of Use, located at <http://www.nationalgeographic.com/community/terms/>. The Submission must meet the following “**Submission Requirements**”: (i) the Submission must be the submitting entrant’s original, previously unpublished work and not feature or focus on any material owned or controlled by third parties (including without limitation, third party copyrighted material); (ii) the entrant must provide upon request all appropriate clearances, permissions and releases for the Submission; and (iii) the Submission must not include images that are obscene, pornographic, libelous or otherwise objectionable. Any entry featuring a Submission that, in Sponsor's good faith judgment, violates the Submission Requirements will be disqualified. All Submissions must be received by the end of the Contest Period. The Website’s database clock will be the official time keeper for this Promotion. Proof of entering information on the Website is not considered proof of delivery to or receipt by Sponsor of such entry. All personally identifiable information collected in connection with the Promotion will be used by Sponsor in accordance with its online privacy policy, located at <http://www.nationalgeographic.com/community/privacy/>. Any communication or information transmitted to Sponsor and/or the Website by electronic mail or otherwise is and will be treated as non-confidential and nonproprietary. Sponsor may engage a third party platform or application provider (for ease of reference, a “**Third Party Application Provider**”) to administer certain

aspects of the Promotion, including without limitation, the online collection of entry information. Such Third Party Application Provider will provide your personally identifiable information to Sponsor, who will use such information in accordance with its privacy policy as set forth above. Third Party Application Providers may also use your information for their own independent purposes in accordance with their own independent privacy practices. Sponsor is not responsible for the storage or any use of your entry information by any Third Party Application Provider. You should carefully review the privacy practices of any third party to determine their specific privacy policies. Sponsor is not responsible for the storage or any use of your entry information by any Third Party Application Provider.

- 4) **SUBMISSION REQUIREMENTS.** Each photograph that is entered into the Contest must meet ALL of the “**Submission Requirements**” set forth below to be considered (a photograph that meets all such requirements will be referred to as a “**Submission**”): (i) The photograph must be the submitting entrant's original, previously unpublished work and not contain any third-party copyrighted material (including without limitation, copyrighted images or footage); (ii) the submitting entrant should be able to provide on request all appropriate clearances, permissions and releases for the Submission, including releases from all persons appearing in the photograph, location releases for all recognizable locations, and releases from anyone who assisted in the creation of the photograph (in the event a submitting entrant cannot provide all required releases, Sponsor reserves the right, in Sponsor's sole discretion, to disqualify the applicable Submission, or seek to secure the releases and clearances for Sponsor's benefit, or allow the applicable Submission to remain in the Contest); (iii) the photograph may not feature nudity or obscene language or material that is libelous or defamatory. Sponsor reserves the right, in its sole and absolute discretion, to disqualify any Submission that violates the above criteria. Submissions must be received before the end of the Submission Period, and the Sponsor's database clock will be the official timekeeper for this Contest.
- 5) **WINNER SELECTION / JUDGING.** At the end of the Submission Period, Sponsor will monitor and review the initial submissions for eligibility. Sponsor will judge all eligible Submissions on the following criteria: Execution of Theme (e.g., demonstrating the concept of to “Discover Japan”) (40%), Creativity & Originality (30%); and Photographic Quality (30%). Sponsor will select (1) one winning Submission (the “**Winning Submission**”). The determination of the Winning Submission shall be made by Sponsor in its sole discretion, and such determination shall be final and binding.
- 6) **PRIZES.** One Grand Prize is available. The Grand Prize Winner (the “**Grand Prize Winner**”) will receive a trip for two (2) to Japan (the “**Grand Prize**”). The Grand Prize consists of a seven (7) day trip with round-trip coach airfare from the major commercial airport nearest the Grand Prize Winner's primary residence; double occupancy standard hotel accommodations; transportation for Grand Prize Winner and guest to Tokyo and Kyoto; an English speaking tour guide while in Japan; and some meals provided. The approximate retail value (“**ARV**”) of the Grand Prize is Twenty Thousand Dollars (\$20,000.00). Grand Prize Package is non-transferable, non-extendable, and non-exchangeable.

All other prize expenses not specified herein shall be the sole responsibility of prizewinner including, without limitation, delivery, processing and handling fees, gratuities, and/or personal purchases. The travel dates will fall between **November 5, 2016 – November 11, 2016**. Travel must be booked and confirmed by **October 1, 2016**. If the potential prizewinner does not book and provide proof of booking to Sponsor by **October 1, 2016**, then such potential prizewinner shall forfeit the prize in its entirety and an alternate prizewinner may be selected from the remaining

eligible entries received. The prize winner's travel companion must be 18 years or older. The ARV for travel prizes is an estimate made before the Contest begins. Choice of airline and hotel accommodations are at Sponsor's sole discretion. The prize winner will not receive cash or any other form of compensation if actual travel costs are less than the estimate made in these Official Rules. No interest will be awarded on cash prizes. The prize restrictions/conditions stated herein are not all-inclusive and the prize described above may be subject to additional restrictions/conditions, which may be stated in the "Affidavit/Publicity Release" (as defined below) and/or other travel documents.

The Grand Prize and his or her travel companion must travel together on the same itinerary and must possess all required travel documents, including visas and valid passports, if and as applicable. All aspects of the travel portions of the Grand Prize must be conducted on such dates as determined by Sponsor in its sole discretion. The dates of departure and return are subject to change at Sponsor's sole discretion. Airfare may not include government taxes, Passenger Facility Charge or September 11th Security Fee. Airline tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles. Other travel restrictions and blackout dates may apply. All airline tickets are subject to the vagaries of flight variation, work stoppages, and schedule or route changes. The ARV for travel prizes may vary depending upon points of departure and destination and fare fluctuations. The ARV for travel prizes is an estimate made before the Contest begins. The Grand Prize winner will not receive cash or any other form of compensation if actual travel costs are less than the estimate made in these Official Rules. The round trip air transportation element for any travel prize begins and ends at the point of departure. No interest will be awarded on cash prizes. The prize restrictions/conditions stated herein are not all-inclusive and the Grand Prize described above may be subject to additional restrictions/conditions, which may be stated in the "Prize Claim Documents" (as defined below) and/or other travel documents. In the event the Grand Prize winner and/or his or her travel companion engages in behavior that, as determined by Sponsor in its sole discretion, is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the trip or other applicable experience early, in whole or in part, and send the Grand Prize winner and/or his or her travel companion home with no further compensation.

- 7) **GENERAL PRIZE CONDITIONS.** Prize will be awarded only if the potential winner fully complies with these Official Rules. All costs, including federal, state and local taxes, meals, insurance, and other expenses not specifically identified as included in the prize, are the sole responsibility of the winner. No transfer, assignment, cash redemption or substitution of prizes (or portion of prize) except by Sponsor due to prize unavailability and then for a prize (or applicable portion of prize) of equal or greater value as determined by Sponsor. All details and other restrictions of prizes not specified in these Official Rules will be determined by Sponsor in its sole discretion.
- 8) **RULES GOVERNING POTENTIAL WINNERS:** The potential Winning Contestant will be notified by e-mail following Sponsor's determination of winner and/or by regular mail and/or by telephone promptly following the winner selection. Winners may be required to execute and return an Affidavit of Eligibility, Liability/Publicity Release within seven (7) days following the date of attempted notification. If a selected winner cannot be contacted, is ineligible, fails to claim a prize, and/or fails to return any Affidavit of Eligibility and Liability/Publicity Release (if required), within the applicable time period, Sponsor may elect to disqualify the selected winner, who will then forfeit his or her right to receive the Prize Package. By accepting a prize, the Winning Contestant agrees that Sponsor may, without any limitation or further compensation, use his or her name, screen name, voice and/or likeness in any and all media for the purpose of advertising and

promoting the Website, the Contest, the Program or any other promotion, contest or Contest sponsored by the Promotion Entities.

- 9) **DATES & DEADLINES / ANTICIPATED NUMBER OF CONTESTANTS.** Because of the unique nature and scope of the Contest, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Contest. Sponsor cannot accurately predict the number of Contestants who will participate in the Contest.
- 10) **LICENSE.** By participating in the Contest, in addition to any other grants which may be granted in any other agreement entered into between Sponsor and any entrant in or winner of the Contest, each entrant irrevocably grants the Promotion Entities and their respective successors, assigns and licensees, the right to use such entrant's name, likeness, biographical information and Submission in any and all media for the promotion of the Contest, and hereby release the Promotion Entities from any liability with respect thereto.
- 11) **REPRESENTATIONS AND WARRANTIES / INDEMNIFICATION.** Each person who enters this Contest represents and warrants to Sponsor as follows: (i) the Submission is the entrant's own original, previously unpublished, and previously unproduced work; (ii) the Submission is wholly original with entrant and as of the date of submission, is not the subject of any actual or threatened litigation or claim; (iii) the Submission neither infringes upon nor violates the intellectual property rights or other rights of any other person or entity; (iv) the Submission does not and will not violate any applicable laws, and meets the Submission Requirements set forth above. Each entrant hereby agrees to indemnify and hold the Promotion Entities harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder.

- 12) **NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF:** Each entrant hereby acknowledges and agrees that the relationship between the entrant and the Promotion Entities is not a confidential, fiduciary, or other special relationship, and that the entrant's decision to provide the entrant's Submission to Sponsor for purposes of the Contest does not place the Promotion Entities in a position that is any different from the position held by members of the general public with regard to elements of the entrant's Submission. Each entrant understands and acknowledges that the Promotion Entities have wide access to ideas, stories, designs, and other literary materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each entrant also acknowledges that many ideas or materials may be competitive with, similar or identical to the Submission and/or each other in theme, idea, format or other respects. Each entrant acknowledges and agrees that such entrant will not be entitled to any compensation as a result of any Promotion Entity's use of any such similar or identical material. Each entrant acknowledges and agrees that the Promotion Entities do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Submission. Finally, each entrant acknowledges that, with respect to any claim by entrant relating to or arising out of a Promotion Entity's actual or alleged exploitation or use of any Submission or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable entrant will not be irreparable or otherwise sufficient to entitle such entrant to seek injunctive or other equitable relief, and entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.
- 13) **FURTHER DOCUMENTATION:** If Sponsor shall desire to secure additional assignments, certificates of engagement for the Submission or other documents as Sponsor may reasonably require in order to effectuate the purposes and intents of these Official Rules, then each entrant agrees to sign the same upon Sponsor's request therefor.
- 14) **PUBLICITY RELEASE:** By participating in the Contest, in addition to any other grants which may be granted in any other agreement entered into between Sponsor and any entrant in or winner of the Contest, each entrant irrevocably grants the Promotion Entities and their respective successors, assigns and licensees, the right to use such entrant's name, likeness, biographical information and Submission in any and all media for the promotion of the Contest, and hereby release the Promotion Entities from any liability with respect thereto.
- 15) **IMPORTANT. PLEASE READ - GENERAL RELEASE AND LIMITATIONS ON LIABILITY.** By entering the Contest, entrants agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with the Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event will attorneys' fees be awarded or recoverable; and (3) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby knowingly and expressly waives all rights to seek, punitive, incidental or consequential damages and/or any other damages, other than actual out-of-pocket expenses, and/or any and all rights to have damages multiplied or otherwise increased. Each entrant acknowledges and agrees that the Promotion Entities, Instagram, Inc., Facebook, Inc., are not responsible for any costs, injuries, losses, or damages of any kind arising from or in connection with: (i) incomplete, lost, late, misdirected or illegible entries or for failure to receive entries due to any cause, including without limitation human, transmission, or technical problems, failures, or malfunctions of any kind, whether originating with sender, with Sponsor, or otherwise, that may limit an entrant's ability to participate in the Contest; (ii) any injury or damage resulting from participation in the Contest

and/or the use of any prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to, loss or destruction of property, or any claims, costs, injuries, losses, or damages related to or based on the entrant's rights of publicity or privacy, or the entrant's claim that he or she has somehow been defamed or portrayed in a false light. Promotion Entities assume no responsibility for any damage to an entrant's computer system which is occasioned by accessing the Website or participating in the Contest, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature, or for the incorrect or inaccurate capture of information, or the failure to capture any information.

16) **GOVERNING LAW.** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES, OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE CONTEST OR IN CONNECTION WITH ANY DESIGN SUBMISSION OR OTHER MATERIAL SUBMITTED IN CONNECTION WITH THE CONTEST, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS. THE INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION OF THESE RULES SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY OTHER PROVISION. IN THE EVENT THAT ANY PROVISION IS DETERMINED TO BE INVALID OR OTHERWISE UNENFORCEABLE OR ILLEGAL, THESE RULES SHALL OTHERWISE REMAIN IN EFFECT AND SHALL BE CONSTRUED IN ACCORDANCE WITH THEIR TERMS AS IF THE INVALID OR ILLEGAL PROVISION WERE NOT CONTAINED HEREIN.

17) **ARBITRATION PROVISION.** By participating in this Contest, each entrant agree that any and all disputes the entrant may have with, or claims you may have against, the Promotion Entities relating to, arising out of or connected in any way with (i) the Contest, and/or (ii) the awarding or redemption of any prize, and/or (iii) the exploitation or use of any Submission or other material submitted in connection with the Contest, will be resolved individually and exclusively by final and binding arbitration. The arbitration will be conducted in accordance with the American Arbitration Association's ("AAA") Commercial Arbitration Rules as modified by the terms of this Agreement. If an entrant has any questions about the American Arbitration Association, or wishes to obtain a copy of the AAA's rules and forms, such entrant may call (800) 778-7879 or visit the AAA's website at www.adr.org. The arbitration shall take place in Los Angeles, California before a single arbitrator, selected pursuant to such rules, and shall be conducted on an expedited basis and in strict confidence. The arbitrator selected pursuant to these Official Rules shall be well acquainted with the entertainment industry, and shall not have the power to impose punitive damages. Each party hereby waives any and all rights and benefits which it might otherwise have or be entitled to under federal law or the laws of California or any other state to litigate any such dispute in court, it being the intention of the parties to arbitrate all such disputes. The arbitrator's decision shall be controlled by the terms and conditions of these Official Rules, and any other agreements the applicable entrant may have entered into with Sponsor in connection with the Contest, and shall be final and binding, and shall provide for each party to bear its own costs of arbitration and attorneys' fees. EACH PARTY EXPRESSLY WAIVES ANY RIGHT TO A JURY. Judgment upon the award of the arbitrator may be entered or enforced in any court of competent jurisdiction. If either party fails to appear at the hearing on the date designated in accordance with the rules of the American Arbitration Association, or shall otherwise fail to participate in the arbitration proceeding, the arbitrator is hereby empowered to proceed *ex parte*. If you do not agree to these requirements (or any other provision herein), do not participate in the Contest. If any part of this

Arbitration Provision is deemed to be invalid or otherwise unenforceable or illegal, the balance of this Arbitration Provision shall remain in effect and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein.

- 18) **LIST OF WINNERS:** The name of the winner of this Contest will be posted on the Instagram Feed once such winner has been selected.

MISCELLANEOUS: This Contest is in no way sponsored, endorsed or administered by, or otherwise associated with Instagram, Inc. You understand that you are providing your information to Sponsor and not to Instagram.

[End of Official Rules]