

**THE DJI MAVIC PRO CONTEST**  
**OFFICIAL RULES**

**NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING.**

**PROMOTION DESCRIPTION:** The DJI Mavic Pro Contest (the “**Contest**”) begins on or about September 5, 2017 at 12:01 a.m. Eastern Time (“**ET**”) and ends on October 31, 2017 at 11:59 p.m. ET (the “**Contest Period**”). The winner of the Contest will receive a Grand Prize as more specifically described below. Sponsor will select the Contest winner in accordance with the procedures set forth below and will announce such winner on or about November 13, 2017. By participating in the Contest, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of NGC Channels US, LLC, 1145 17<sup>th</sup> Street NW, Washington, DC, 20036, (“**Sponsor**”) which shall be final and binding in all respects.

**ELIGIBILITY:** Only legal residents of the fifty (50) United States, the District of Columbia and Canada (excluding the Province of Quebec) who are eighteen (18) years of age or older at the time of entry are eligible to enter. Officers, directors and employees of Sponsor, and its parents, subsidiaries, affiliates, members, distributors, retailers, sales representatives, advertising and promotion agencies (all such individuals and entities referred to collectively as the “**Contest Entities**”), and each of their immediate family members and/or people living in the same household are NOT eligible to enter the Contest or win a prize. This Contest is void where prohibited. This Contest is in no way sponsored, endorsed or administered by, or associated with Instagram.

**HOW TO ENTER:** During the Contest Period, fill out the entry form, and upload a picture or a video (each, a “**Submission**”) with the hashtag #MyMavicContest (collectively, the “**Hashtag**”). Using your Instagram account, upload your Submission to your Instagram account with the Hashtag during the Contest Period. Once you upload your Submission to your Instagram account using the Hashtag, you receive one (1) Submission into the Contest. 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 Contest. 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 Contest 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 Contest, 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.

**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: i) all photographs and/or videos were shot 100% using a Mavic Pro Drone (ii) creativity and originality (50%); and (iii) photographic quality (50%). Sponsor will select (5) five winning Submissions (each a “**Winning Submission**”). The determination of the Winning Submissions shall be made by Sponsor in its sole discretion, and such determination shall be final and binding.

**PRIZES:**

**Grand Prize:** Five (5) Grand Prizes are available. Each Grand Prize Winner (each a “**Grand Prize Winner**”) will receive one (1) Mavic Pro Drone. The approximate retail value (“**ARV**”) of each Grand Prize is \$999.00. The total ARV of all prizes combined is Four Thousand Nine Hundred Ninety Five Dollars (\$4,995.00).

**GENERAL PRIZE CONDITIONS:** No cash alternative or substitution of prizes will be allowed, except Sponsor reserves the right in its sole discretion to substitute prizes of comparable value if any prize listed is unavailable, in whole or in part, for any reason. Prizes will be awarded only if the potential prize winner fully complies with these Official Rules. All portions of the prize(s) are non-assignable and non-transferable. Any prizes pictured in point-of-sale, online, television and print advertising, promotional packaging, and other Contest materials are for illustrative purposes only. All details and other restrictions of the prize(s) not specified in these Official Rules will be determined by Sponsor in its sole discretion. Each Grand Prize Winner shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. Prize winners may be required to execute an Affidavit of Eligibility, a Liability Release and, where imposing such condition is legal, a Publicity Release (collectively, “**Prize Claim Documents**”). If a winner is under the age of majority in such winner’s state of residence (a “**minor**”), at Sponsor’s option, the applicable prize either will be awarded in the name of the parent or legal guardian of such minor winner, or the parent or legal guardian of such minor winner will be required to ratify and sign Prize Claim Documents. If any potential winner (or, in the case of a minor, such minor winner’s parent or legal guardian) fails or refuses to sign and return all Prize Claim Documents within the time specified by Sponsor, the winner may be disqualified and an alternate winner may be selected.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Contest. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

**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 (and any minor entrant's parent or legal guardian) irrevocably grants the Contest Entities and their respective successors, assigns and licensees, the right to use such entrant's name, likeness, biographical information and Submission, and any individual(s) participating therein, in any and all media for any purpose, including without limitation, advertising and promotional purposes as well as in, on or in connection with the Website, the television show "Wicked Tuna" or the Contest or other promotions, and hereby release the Contest Entities from any liability with respect thereto.

**GRANT OF RIGHTS:** For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, each entrant into the Contest (and his or her parent or legal guardian, if the entrant is a minor) hereby irrevocably grants Sponsor, its successors and assigns, a non-exclusive license (but not the obligation) to reproduce, stream, exploit and otherwise use the Submission throughout the universe, in perpetuity, for any reason whatsoever in any and all media, throughout the universe in perpetuity, without further notice to, consent by, or payment to entrant. Without in any way limiting the foregoing, Sponsor shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, or alter the Submission for any purpose which Sponsor deems necessary or desirable, and each entrant irrevocably waives any and all so-called moral rights they may have therein. Sponsor shall have the right to freely assign its rights hereunder, in whole or in part, to any person or entity. Sponsor shall retain the rights granted in each Submission even if the Submission is disqualified or fails to meet the Submission Requirements.

**REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION:** Each person who enters this Contest (and his or her parent or legal guardian, if the entrant is a minor) represents and warrants as follows: (i) the Submission is the entrant's own original, previously unpublished, and previously unproduced work; (ii) the Submission does not contain any computer virus (as applicable), is otherwise uncorrupted, 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 does not and will not violate or infringe upon the intellectual property rights or other rights of any third party; and (iv) the Submission does not and will not violate any applicable laws, and is not and will not be defamatory or libelous. Each entrant hereby agrees to indemnify and hold the Contest 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.

**GENERAL LIABILITY RELEASE/FORCE MAJEURE:** Entrants (and any minor entrant's parent or legal guardian) agree that the Contest Entities, Instagram, Facebook and Twitter (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Contest or any Contest-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Sponsor assumes no responsibility for any damage to an entrant's, or any other person's, computer system which is occasioned by accessing the Website or otherwise 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. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any

technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Contest or the Website, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Contest if it determines, in its sole discretion, that the Contest is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Contest as contemplated herein. In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding prizes or continuing with the Contest as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, extend or terminate the Contest. If the Contest is terminated for Force Majeure before the designated end date, Sponsor will (if possible) select the prize winners based on points accumulated as of the date of the event giving rise to the termination. Only the type and quantity of prizes described in these Official Rules will be awarded. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. 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.

**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 entrants who will participate in the Contest.

**NO OBLIGATION TO USE:** Sponsor shall have no obligation (express or implied) to use any Submission to otherwise exploit any Submission or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of the Submission for any reason, with or without legal justification or excuse, and contestants shall not be entitled to any damages or other relief by reason thereof.

**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.

**GOVERNING LAW/JURISDICTION:** 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 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.

**ARBITRATION PROVISION:** By participating in this Contest, each entrant (and any minor entrant's parent or legal guardian) agrees: (i) that any and all disputes the entrant may have with, or claims entrant may have against, the Contest Entities relating to, arising out of or connected in any way with (a) the Contest, (b) the awarding or redemption of any prize, and/or (c) the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS; (ii) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("**FAA**"), 9 U.S.C. §§ 1-16; (iii) the arbitration shall be held in Los Angeles, California; (iv) the arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable entrant may have entered into in connection with the Contest; (v) the arbitrator shall apply California law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (vi) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only entrant's and/or Sponsor's individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (vii) the arbitrator shall not have the power to award punitive damages against the entrant or Sponsor; (viii) in the event that the administrative fees and deposits that must be paid to initiate arbitration against Sponsor exceed \$125 USD, and entrant is unable (or not required under the rules of JAMS) to pay any fees and deposits that exceed this amount, Sponsor agrees to pay them and/or forward them on entrant's behalf, subject to ultimate allocation by the arbitrator; (ix) if the entrant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of entrant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (x) with the exception of subpart (vi) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (vi) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither entrant nor Sponsor shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at [www.jamsadr.com](http://www.jamsadr.com).

**WINNER'S LIST/OFFICIAL RULES:** To obtain a copy of any legally-required winners list or a copy of these Official Rules, send a self-addressed stamped envelope to: "DJI Mavic Pro Contest," c/o Ali Cloherty at 1145 17<sup>th</sup> St. NW, Office 5808, Washington, DC 20036. All such requests must be received within six (6) weeks after the end of the Contest Period. These Official Rules will be posted at [www.nationalgeographic.com/mymaviccontest](http://www.nationalgeographic.com/mymaviccontest) (the "**Website**") during the Contest Period.

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**ABBREVIATED DISCLOSURES FOR ADVERTISING & MARKETING MATERIALS:**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. Contest begins on or about September 5, 2017 at 12:01 a.m. ET and ends on October 31, 2017 at 11:59 p.m. ET. Open to U.S., D.C. and Canada (excluding Quebec) and must be 18 or older. See Official Rules at [www.nationalgeographic.com/mymaviccontest](http://www.nationalgeographic.com/mymaviccontest) for complete information, including entry periods, additional eligibility restrictions, prize descriptions/restrictions/ARVs and complete details. Void where prohibited.