



ATCC Photography Contest Official Rules

No Purchase or Payment is Necessary to Enter or Win This Contest. Void Where Prohibited.

Term

The ATCC Photography Contest ("Contest"), sponsored by American Type Culture Collection (ATCC), begins at 12:00 AM U.S. Eastern Time ("ET") May 21, 2014 and ends at 11:59 PM ET June 11, 2014. Information on how to enter and win prizes is described below and 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.

Who May Enter

The Contest is open to researchers residing in the United States of America using products that ATCC sells who are twenty-one (21) years of age or older. The employees of ATCC, and its subsidiaries, affiliates and distributors, 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, whether or not related, are not eligible. Customers from international countries are not eligible.

1. How to Enter

To enter, visit www.atcc.org, complete an entry form with the required information, including your name, address, telephone number, e-mail address, and photo caption; agree to these Official Rules and submit your photograph in accordance with the instructions below.

Multiple entries are allowed; but only one winning photograph will be chosen per entrant.

Each entry must comply with the following requirements:

Photographs must be in digital format. Only online entries will be eligible. No print or film submissions will be accepted for entry into this Contest. All digital files must be in TIFF or EPS format or JPG format (only if the resolution is high enough). **File Requirements:** Photos should be as large as possible. We prefer at least 10" x 8" at 300dpi. Submitted images cannot be smaller than 6" x 4" at 300 dpi. Images must be at a resolution no less than 300 dpi. The maximum file size is 100 MB.

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, rights of privacy/publicity or intellectual property rights of any person or entity, and that no other party, including, but not limited to, the entrant's employer, has any right, title, claim, or interest in the photograph.

The entries will be judged in accordance with the Judging Criteria, as defined below. All entries must be submitted and received by June 11, 2014 11:59 PM ET. Entrants must submit entries to www.atcc.org. Proof of submission generated from www.atcc.org is required when in question. ATCC reserves the right to examine the original photograph/source material in order to confirm compliance with these rules.

Odds of winning depends on the number of eligible entries received. ATCC is unable to estimate the projected number of entries.

2. Releases and License

Copyright License to ATCC

With respect to the submitted photograph(s) and photo caption (hereinafter collectively the "Photograph"), each Entrant grants to ATCC, its affiliates and licensees (hereinafter "ATCC"), the following non-exclusive, perpetual, worldwide, irrevocable license: (1) to reproduce, distribute, publicly display or otherwise publish, and create derivative works of the Photograph in connection with the Contest and promotion of the Contest, in any media now or hereafter known, including, but not limited to: display on the ATCC website, ATCC marketing collateral, social media programs, e-newsletter, press release, or online articles highlighting entries or winners of the Contest, or other ATCC materials (2) to copyright ATCC articles and material in which the photograph appears and (3) to use and re-use, publish and re-publish the Photograph, in whole or in part, individually or in conjunction with printed matter, or in composite form, and in any medium, for editorial, commercial, promotional, and/or trade purposes. Each Entrant also waives any right to inspect or approve any such use of the Photograph, moral rights or rights to attribution.

Each Entrant understands and agrees that display or publication of any entry on ATCC's website does not indicate you will be selected as a winner.

Publicity and Copyright Release

Except where prohibited by law, by entering, each Entrant grants to ATCC the unrestricted right to use all statements made in connection with the Contest, and pictures or likenesses of Contest entrants for promotional purposes in any media, worldwide, or choose not to do so, at its sole discretion. ATCC will not be required to pay any additional consideration or seek any additional approval in connection with such use.

Each entrant holds harmless and releases ATCC from any all claims arising from the Copyright License or relating to Publicity Rights, including, but not limited to any claims of defamation, or violations of moral rights, rights of publicity or copyright.

3. Contest Prizes

The winner will each receive a two hundred dollar (\$200) American Express Gift Card. Ten winners will be chosen. Only one winning photograph will be chosen per entrant. If you cannot receive a cash reward, ATCC will issue a two hundred dollar (\$200) ATCC product credit which you can apply toward purchasing ATCC products.

No prize transfer, assignment, or substitution by winners permitted. If a prize (or part of a prize) is unavailable, then ATCC, in its sole discretion, reserves the right to substitute the original prize (or that part of the prize) with an alternative prize to the equal monetary value and/or specification, unless to do so would be prohibited by law. NONCOMPLIANCE OR RETURN OF PRIZE NOTIFICATION AS UNDELIVERABLE, WHETHER BY REGULAR MAIL OR BY EMAIL, MAY RESULT IN DISQUALIFICATION AND SELECTION OF AN ALTERNATE POTENTIAL WINNER.

4. Judging and Winner Selection

There will be two (2) categories- **Most Popular Photograph Award** and **ATCC Excellence Photograph Award**. In both categories, entries should be based on the theme of scientific relevance to ATCC collections. For the Most Popular Photograph Award, two (2) images with the most public votes via website voting will win the prize, one (1) image from each Collection (Cell biology and Microbiology) for a total of two (2) images. ATCC may eliminate any votes, in its sole discretion, if we believe that cheating has occurred. If there is a tie among images receiving the second highest votes, the votes of a designated panel of ATCC staff will break the tie. For the ATCC Excellence Award Photograph, a panel of ATCC staff ("Judges") will select eight (8) entries from among all eligible entries based on the following criteria ("Judging Criteria"): (1) a representation of scientific relevance to ATCC collections- fifty percent (50%) and (2) Photographic quality, specifically considering the work's originality, creativity and beauty- fifty percent (50%). Winners will be chosen on or about June 25, 2014, and notified by email on or before June 30, 2014, although receipt of prizes and official classification as a Winner is subject to all conditions and terms of these Official Rules and individuals not meeting these terms are subject to disqualification with selection of an alternate winner. Decisions of the Judges are final and binding.

5. Limitation of Liability and Indemnification

By entering this Contest, all Entrants agree to release, discharge, indemnify and hold harmless ATCC 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. Entrants' obligations to indemnify ATCC include actions arising (a) from any allegation that any Photograph an Entrant you submit to us infringes or otherwise violates the copyright, trademark, trade secret or other intellectual property or other rights of any third party or is otherwise not in compliance with Section 1 above or (b) for any other violation of these Official Rules.

ATCC 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. ATCC 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.

In no event shall ATCC, ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES AND AFFILIATES (collectively "ATCC INDEMNIFIED PARTIES") be liable for indirect, special, incidental or consequential damages of any kind in connection with or arising out of this Agreement (whether in contract, tort, negligence, strict liability, statute or otherwise) even if ATCC has been advised, knew or should have known of the possibility of such damages, including, but not limited to, lost profits or cost of capital. In no event shall ATCC's cumulative liability exceed one dollar (\$1.00). The provisions of this section shall survive the expiration or termination of this Agreement and shall apply even if the limited remedy specified in this Agreement is found to have failed of its essential purpose.

6. 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 Commonwealth of Virginia and the forum for any dispute shall be in the Commonwealth of Virginia, 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 are void if ATCC 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 and clicking "I Agree to the Official Rules" upon submission of an Entry, 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) to be bound by the Releases and Licenses in Section 2 above (except where prohibited by law). All federal, state and local taxes, fees and surcharges and taxes (whether foreign or domestic, and including income, sales, and import 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 reasonably be located or reached after reasonable attempts (within the sole discretion of ATCC) 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 ATCC, in its sole discretion, may choose whether to award the prize to another entrant.

ATCC may further require or request, in its sole discretion, that potential winners sign and return within ten (10) days following an attempted notification, an Affidavit, Declaration or Certificate of Eligibility, and separate Liability Releases, a Publicity Release, Warranty of Ownership, or License. Failure to execute and deliver any required documents to ATCC by the specified deadline may result in disqualification from the Contest, and selection of an alternate potential winner. All such documents must be in the form provided by ATCC.

ATCC 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 ATCC to enforce any of its rights at any stage does not constitute a waiver of those rights.

7. 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 ATCC that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, ATCC 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 ATCC elects to cancel or terminate the Contest, ATCC will not retain any rights in the submitted photographs.

8. Winners List

Entrants are responsible for complying with these Official Rules. Winners' names will be available online at www.atcc.org on or after June 30, 2014 and will be announced via ATCC email newsletter on or after June 30, 2014.

9. Data Privacy

By submitting an Entry, Entrants agree that ATCC may post their names and Photographs on its website or other promotional materials and that it may publicize information about Winners as described in Section 6. All personal data will be used as per the terms and conditions of ATCC's privacy policy (https://www.atcc.org/en/Privacy_Policy.aspx).

10. Sponsor Contact Information

ATCC
P.O. Box 1549
Manassas, VA 20108
USA
703-365-2700