



# HMN 2021 Calendar Photo Contest Guidelines

The Calendar Photo Contest ("Photo Contest") is open to all residents of the Americas. Employees of the Hummingbird Monitoring Network, as well as the immediate family (spouse, parents, siblings, and children) and household members of those employees, are not eligible to enter.

## SPONSOR

The Photo Contest is sponsored by the Hummingbird Monitoring Network, P.O. Box 115, Patagonia, AZ 85624 ("Sponsor"). This Photo Contest is in no way sponsored by, endorsed by, administered by, or associated with, Facebook.

## ENTRY PERIOD

The Photo Contest begins once submission links are posted on September 1st, 2021 and ends at 11:59pm MST on September 30th, 2021 (the "Entry Period"). Entries submitted before or after the Entry Period will not be eligible. Sponsor's computer is the official time-keeping device for the Photo Contest.

## WHAT TO ENTER

The Hummingbird Monitoring Network is committed to the conservation of hummingbirds and their resources. For our 2021 Photo Contest, we'd like to see your observations of and interactions with hummingbirds. Though they can be difficult to spot, they are very photogenic! To ensure eligibility for the contest, please only submit photos that you took or have expressly-stated or written permission (available to Sponsor upon request) to submit on behalf of another. Also, please only submit files no larger than 20MB at the time of entry, but keep in mind that if your photo is selected to appear in our 2022 calendar it must fill an 11" x 8.5" page, be at least 300 dpi/ppi, and have watermarking removed (but see "Your Rights" below). All photographs should accurately reflect the subject matter and the scene as it appeared. Photos that have been digitally altered beyond standard optimization (removal of dust, cropping, reasonable adjustments to exposure, color and contrast, etc.) will be disqualified.

Entries may originate in any format—including, but not limited to digital files, digital prints, color transparencies, color prints, or black and white prints—so long as they are submitted electronically in a .JPEG .jpg, or.png form. Multiple images cannot be combined beyond those used to improve dynamic range. "High Dynamic Range" or HDR images are acceptable.

Entries should include metadata if at all possible. Caption information should include:

- 1) Location
- 2) City
- 3) State/Province
- 4) Country
- 5) Detailed caption of subject matter

Previously published material for which non-exclusive rights were granted may be entered as long as you still maintain the right to grant us a license (see "Your Rights" below). You must be able to disclose when and where the photo appeared previously to the Hummingbird Monitoring Network upon request.



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If you choose to include people in your submission, you are responsible for obtaining the necessary releases from the individuals depicted, and must be able to provide copies of those releases to the Hummingbird Monitoring Network upon request.

The following submissions are ineligible:

- 1) Images of captive animals photographed in zoos and commercial game farms.
- 2) Photos that violate or infringe upon another person's rights, including but not limited to copyright.
- 3) Photos that contain sexually explicit, nude, obscene, violent or other objectionable or inappropriate content.
- 4) Images that involve the willful harassment of wildlife, or damage to the environment by the photographer.
- 5) Images that involve putting any individual or animal in danger.

The Hummingbird Monitoring Network shall determine entry eligibility in its sole and absolute discretion.

## HOW TO ENTER

All images must be submitted through our website, including all required fields about your photo submission. You can select an image directly from your computer desktop, or submit images from Facebook, Twitter, and Instagram for consideration in the contest. Digital images that are sent via mail or email will not be accepted.

You may enter an unlimited number of times, but you may not use an agency or automated system to enter. Sponsor reserves the right to reject any additional entries or entries that do not comply with these Official Rules. By entering, you indicate your unconditional agreement to, and acceptance of, these Official Rules and Sponsor's decisions, which are final and binding. You cannot win a prize unless you comply with all requirements in these Official Rules.

## JUDGING

Photos will be judged on originality, technical excellence, composition, overall impact, artistic merit and subject matter relevance. Judging will be conducted by a panel of Hummingbird Monitoring Network employees and partners (the "Panel"). The Panel will evaluate all valid entries and choose winning photos. All judging decisions are final. Please do not contact us about the status of entries or judging. Hummingbird Monitoring Network will notify the winners via the contact information provided at the time of entry.

## PRIZES

All winning photographs will be featured in our 2022 Hummingbird Calendar, and each winner will receive a free copy of the calendar. Winning photographs will be featured on our social media and also may appear on our website.



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## QUESTIONS

Questions and inquiries about contest rules can be emailed to [photocontest@savehummingbirds.org](mailto:photocontest@savehummingbirds.org)

## YOUR RIGHTS

Your photographs help the Hummingbird Monitoring Network protect Earth's beautiful diversity of hummingbirds and their habitats. Thank you for helping to further our mission through your photography. You will retain all rights to any photograph you submit -- including ownership if applicable.

If you submit a photograph to the Photo Contest, you grant the Hummingbird Monitoring Network a royalty-free, nonexclusive right during the Photo Contest to:

1) Display the photograph on the Photo Contest submission website and Facebook page.

If your photograph is formally honored by the competition as a winner or an honorable mention, you grant the Hummingbird Monitoring Network a royalty-free, nonexclusive right, in perpetuity, to:

1) Use the photograph on the Internet and in Social Media in support of our mission.

2) Use the photograph in the Hummingbird Monitoring Network's internal and external communications materials including but not limited to web sites and web publications, fact sheets, fund raising publications, advertising, multimedia, presentation and membership services, and annual report.

3) Provide your photograph to other individuals and organizations for Hummingbird Monitoring Network-related use in news stories, newsletters, reports, slide shows, displays, web pages, videos, membership premiums, and the like.

4) Use, in connection with the Photo Contest, your name, city, state and country of residence in promotions and other publications.

5) Retain a digital copy of your photograph that will be archived and available to Hummingbird Monitoring Network staff.

Images shared electronically by the Hummingbird Monitoring Network will be watermarked with photo credit and will be lower-resolution images.

## GENERAL CONDITIONS

In the event that the operation, security, or administration of the Photo Contest is impaired in any way, Sponsor may, in its sole discretion, either: (a) suspend the Photo Contest to address the impairment and then resume the Photo Contest; or (b) award the prize(s) from among the eligible entries received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify and seek damages from any individual who tampers with the operation of the Photo Contest, violates these Official Rules, or acts in a disruptive or unsportsmanlike manner. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Proof of sending any communication to Sponsor by mail shall not be deemed proof of receipt of that communication by Sponsor. In the event of a dispute as to the owner of an online entry, the authorized account holder of the e-mail address used to enter will be deemed to be the owner. The Photo Contest is subject to federal, state, and local laws and regulations and is void where prohibited.



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## RELEASE AND LIMITATIONS OF LIABILITY

By entering, you agree to release and hold harmless Sponsor, Facebook, their respective parent, subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Photo Contest or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Photo Contest; (b) technical errors; (c) printing errors; (d) late or undelivered mail; (e) errors in the administration of the Photo Contest; or (f) injury or damage to persons or property. You waive the right to claim any attorneys fees and any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

## PRIVACY AND PUBLICITY

Any information you submit as part of the Photo Contest will be used in accordance with Sponsor's Privacy Policy. The information you provide when you enter is provided to Sponsor, not to Facebook. Except where prohibited, you consent to Sponsor's use of your name in any list of winners (if applicable) and for promotional purposes in any media without further payment or consideration.

## DISPUTES

You agree that any and all disputes, claims and causes of action arising out of, or connected with, the Photo Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Arizona. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Sponsor in connection with the Photo Contest, shall be governed by, and construed in accordance with, the laws of Arizona, without giving effect to any choice of law or conflict of law rules (whether of Virginia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Arizona.