

## **Official Rules — Open Sky Travel Photo Challenge**

### **NO PURCHASE OR PAYMENT NECESSARY TO WIN**

By submitting an entry you unconditionally accept and agree to the following Official Rules, and all of terms set forth herein.

#### **1. Eligibility**

To enter, you must be at least 18 years of age and a resident of the United States or Canada, but regardless of place of residence, all outbound contest prize flights must originate in the Continental United States or Canada. All employees and immediate family members of Tripmasters, its affiliated companies (including European Destinations and Solar Tours), and companies contracted by Tripmasters are not eligible to enter this contest. For the purposes hereof, immediate family members are defined as spouses, parents and children.

Competition is open to all skill levels, including but not limited to Amateur, Professional, and Hobbyist photographers.

#### **2. Grand Prize**

Two Round trip tickets to anywhere Delta Airlines flies.

*\*Tickets must be used within 24 months from the date Winner is notified. All flights must be economy class on Delta Airlines (or other carrier at the sole discretion of Tripmasters Inc.) All outbound flights must originate from an airport in the US or Canada that is serviced by Delta Airlines (or other carrier at the sole discretion of Tripmasters Inc.) Itinerary requests may be restricted or deferred if submitted less than 60 days prior departure, or during high season in the respective destinations requested by Winner. All ticketing is at the discretion of Tripmasters Inc. and we retain the right to offer alternative carriers, dates, and times of departure, if less expensive options are available for the same destinations requested. These tickets shall be for one passenger and one companion.*

Second Place Prize: \$1000

#### **3. Only Original Photos Will Be Considered**

Any photos found not to be original, or copyright restricted, will be disqualified, and by submitting them contestant agrees to be responsible for any possible copyright infringement. Images will only be considered for prizes if they depict travel experiences, or destinations.

#### **4. Multiple Entries**

Each participant may submit one image per calendar day during the submission period; August 3<sup>rd</sup> through October 2<sup>nd</sup>, 2020.

#### **5. Viewing, Elimination, and Judging**

Once an image is submitted it may be made available for viewing on our contest gallery, and will be subject to all the rights conveyed in paragraph 8, below. During the submission period images may be eliminated at the sole discretion of the selection committee. Causes for eliminations may include, but are not limited to copyright concerns, inappropriate or offensive content, or as part of an ongoing process to narrow down the entries that will be considered for the final judging rounds, as determined by the selection committee. Eliminated entries may or may not be removed from viewing on contest gallery. All finalists and winners shall be selected by a panel of judges, chosen by Tripmasters at its sole discretion; based on the following criteria: (1) Creativity (2) Photographic quality (3) Composition (4) Location.

In the final round, a grand prize winner, a second place winner, and an alternate shall be selected by this panel of judges. If for any reason a winner is eliminated, disqualified, or fails to claim their prize within 10 business days or 2nd notification by email, the remaining winner and alternate will move up respectively. For example, if the grand prize winner were disqualified the second place winner would move up to first place, and the alternate would move up to second place. If the second place winner is disqualified, the alternate would move up to second place.

There is no restriction on photographic level of expertise, and is open to all professional, semi-professional, and amateur photographers.

Winners will be notified by e-mail prior to the official public announcement, which will be made on Tripmasters' social media on or before October 19<sup>th</sup>, 2020. Decisions of the Judges are final and binding and not subject to appeal, review, or discussion.

## **6. Representations/Indemnifications**

Each person who enters this Contest represents and warrants as follows: (i) except as set forth herein, the Submission has been produced and is owned in its entirety by entrant; is uncorrupted, original, 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 Tripmasters, its affiliates and assigns 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.

## **7. Inappropriate Content**

Obscene, provocative or otherwise questionable content will not be considered. We retain sole discretion as to what constitutes inappropriate content.

## **8. Rights**

All copyrights, if any, in and to the submitted images are retained by the entrants, and no images shall be sold or licensed by Tripmasters, its assigns, or affiliates to any third parties. However, by entering the contest, you agree that your name, and all submitted images may be displayed at any time, in perpetuity, on Tripmasters' proprietary websites, including but not limited to europeandestinations.com, tripmasters.com, and our social media including but not limited to Facebook, Pinterest, Twitter, and Instagram, as well as in or email newsletters, contests, promotions, special offers, and updates. All such uses shall be free of any fee, or other form of compensation, and without notification.

Additionally, we reserve the right to include your email address on our email subscription list for newsletters, contests, promotions, special offers, and updates. If you prefer not to receive these notices, you are free to dis-enroll at any time, after you receive the first email. We will not use or disclose any personal information collected about you other than for the purpose for which you have given it to us. We will not use, sell or disclose your information for any other purpose without your consent and will not sell or license personal information to third parties.

We reserve the right to disqualify users, without notice, and for any reason. By entering this contest you acknowledge that there is absolutely no affiliation between Facebook or any other social media entities and the sponsors of this contest; and you release these social media entities from any responsibility for its content or results. Further this contest is not sponsored, endorsed, administrated, or associated with Facebook, and all the entrant information provided herein is solely for the use of Tripmasters, its assigns and affiliates.

## **9. Releases**

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, prior to submission of the photograph, any and all releases and consents necessary to permit the exhibition and use of the photograph in the manner set forth in these Official Rules without additional compensation. If any person appearing in any photograph is under the age the signature of a parent or legal guardian is required on each release.

Upon Sponsor's request, each entrant must be prepared to provide a signed release from all persons who appear in the photograph submitted, and/or from the owner of any material that

appears in the Submission, authorizing Sponsor and its licensees ("Authorized Parties") to reproduce, distribute, display, and create derivative works of the Submission in connection with the Contest and promotion of the Contest, in any media now or hereafter known. Failure to provide such releases upon request may result in disqualification at any time during the Contest.