

Rotary International Instagram Photo Contest 2013-14 Official Rules

No purchase or donation necessary to enter or win. Many will enter, few will win.

Void where prohibited or restricted by law.

1. ELIGIBILITY: The Rotary International Instagram Photo Contest (“Contest”) is open to entrants ages fourteen (14) or older who are Rotarians and family members of Rotarians and persons who have taken part in or are currently taking part in an official program of Rotary International or The Rotary Foundation of Rotary International (“Entrant,” “Entrants” or “you”). To enter, Entrants must share photography (“Submission” or “Submissions”) on Instagram, as discussed in Section 5 below. Where an Entrant is under eighteen (18) years of age, the parent/legal guardian of such Entrant must enter this Contest by submitting the Submission and agreeing to these Official Rules on behalf of his/her minor child. (“Entrant,” “Entrants” and “you” is also being defined herein as the parents/legal guardians entering this Contest on behalf of their minor children.) Employees and interns of Rotary International, The Rotary Foundation and Instagram, their immediate family members (spouse, domestic partner, parents, children, and siblings), individuals living in their households, and their respective parent companies and affiliates are not eligible to participate in or are excluded from this Contest. This Contest is void where prohibited or restricted by law. This is a skill-based contest, and chance plays no part in the determination of Contest winners.

2. SPONSOR: Rotary International, 1560 Sherman Avenue, Evanston, IL 60201, U.S.A. (“Sponsor”).

3. AGREEMENT: Participation in or entering this Contest constitutes Entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to this Contest. By entering the Contest, Entrant warrants that Entrant’s Submission(s) conform to and comply with these Official Rules. All Submissions will become the property of Sponsor and will not be returned

4. CONTEST PERIOD: Contest begins 10 March 2014 at 00:00 Central Standard Time (“CST”) (6:00 GMT) and ends 21 April 2014 at 23:59 CST (26 November 2013 at 05:59 GMT) (“Contest Period”). Sponsor is the official timekeeper for the Contest Period. Submissions received prior to or after Contest Period are void.

5. HOW TO ENTER: To enter the Contest, during the Contest Period share your original photography (your Submission) to your Instagram feed by typing the hashtag **#rotaryhero** in the Caption field. Your Submission must be of Rotary in Action, see image qualifications* below. You must include a photo description and photo credit in the Caption field on Instagram before sharing your Submission (example: “Rotarian Miriam donates apples to the Chicago Food Bank. Photo by @rotarianjohn. #rotaryhero @rotaryinternational”).

Instagram is a free application (“app”) that can be downloaded to any smartphone or device that will run the app. You will be required to set up an Instagram account, if you don’t already have one, and follow Instagram’s terms of use in order to share your Submission and enter this Contest.

Entrant represents that he/she/it has the express consent of any identifiable persons appearing in a Submission to use their likeness, including Sponsor’s right to use the Submission (including their likeness) for future purposes without restrictions. Any Entrant whose Submission includes likenesses of people or contains elements not owned by the Entrant (including, but not limited to, trademarks or logos) must be able to provide to Sponsor, along with the Submission, releases for such uses, including Sponsor’s use, in a form acceptable to Sponsor. Entrants whose Submission includes likenesses of minors must be able to provide to Sponsor, along with Submission, releases signed by the parent or legal guardian of such minors. Entrants must not use the surname of the subject of the Submission in the photo description, without the prior written permission of the subject.

Personal information collected from Entrant during the Contest Period is subject to Sponsor’s Privacy Policy, <https://www.rotary.org/en/privacy-policy>. Sponsor will only use Entrant’s personal information for the purposes of administering Entrant’s participation in the Contest and announcing and promoting Contest winners, and will not release this information, with the exception of Entrant’s name and Entrant’s Instagram account name, to any third party or the public without Entrant’s consent.

*Image qualifications: Rotary in Action is a person taking action within or in conjunction with a Rotary program or project that supports Rotary's advancement of goodwill and promotion of peace in communities through health, education and the alleviation of poverty.

Sponsor is not responsible for lost, late, misdirected entries or Submissions or Submissions not received regardless of cause.

6. SUBMISSION GUIDELINES AND REPRESENTATIONS AND WARRANTIES: All Submissions must be submitted by the owner/creator of the Submission and not anonymously. Where the Entrant is a minor, the parent/legal guardian of Entrant must submit the Submission. Submissions entered by automated means, including script or macro, are void. The person who submits the Submission will be deemed the Entrant.

For a Submission to be eligible for entry, all entries must comply with the following:

Submission Requirements

- All Submissions must be the original creation of and photographed by the Entrant (modification of an existing photograph does not count as original for purposes of this Contest);
- Entrant must hold all rights to the Submission, including the copyright;
- A Submission must be of high-resolution, at least a resolution of 300 dots per inch (dpi);
- Submissions saved in a .jpg or .tif format are preferred;
- A Submission must not exceed 2 megabytes per file;
- Submissions may be in color or black and white; and
- Submissions must have been taken digitally since 1 January 2013.

Submission Restrictions

- The Submission may not have been previously published, exhibited, displayed, submitted or distributed in any form and may not be pending publication; and
- Sponsor will not accept scans of non-digital photographs or modifications of existing photographs.

Restrictions Generally

- The Submission must not contain material that violates or infringes the rights of others, including, but not limited, to privacy, publicity, tort or intellectual property rights (including copyright, trademark or patent rights) or constitute copyright or trademark infringement;
- The Submission must not contain images or artwork not owned by Entrant or that Entrant does not have a license to use in Submission;
- The Submission must not contain any trademarks, logos, products or brand names other than RI's trademarks;
- The Submission must not defame or invade the privacy rights or privacy of any person, living or deceased;
- The Submission must not be tortuous, defamatory, slanderous or libelous;
- The Submission must not contain any personally identifiable information of any person;
- The Submission must not disparage Sponsor or The Rotary Foundation or any other person or party affiliated with the promotion and administration of this Contest, including Instagram;
- The Submission must not be inappropriate, objectionable, lewd, indecent, sexually explicit, pornographic, obscene, disparaging, hateful, or discriminatory, as determined in Sponsor's sole discretion; and
- The Submission must not contain unlawful or illegal subjects.

By entering this Contest, Entrant warrants that the Submission complies with the requirements set out above and represents, acknowledges and warrants that each Submission is an original work created solely by the Entrant and that no other party has any right, title, claim or interest in or to the Submission.

Sponsor may disqualify Entrants and Submissions from the Contest and/or remove Submissions from Sponsor's official Instagram page if Sponsor believes that Entrant's Submission or actions fail to conform to the above requirements or with any provision of these Official Rules. Sponsor reserves the right in its sole discretion to disqualify any Submission or Entrant. Entrants agree to reimburse Sponsor in full in respect of any losses, damages, and expenses, including reasonable attorney fees that Sponsor sustains from the breach of a representation or warranty made by the Entrant or the use of any rights granted by the Entrant to Sponsor hereunder.

In the event of a dispute regarding the ownership of a Submission or who submitted a Submission, the Submission will be deemed to have been directly submitted by the authorized account holder of the Instagram account identified with the Submission (or the primary email address associated with the Instagram account identified with the Submission). The authorized account holder is deemed to be the natural person who is assigned to the account by the relevant entity responsible for assigning the account. In the event that the ownership of a Submission is contested, Sponsor may disqualify and discontinue use of the Submission.

7. PRIZES: Odds of winning depend on the number of eligible Submissions received and the skill of the Entrants. Limit one prize per person, family, household, email or Instagram account. Entries will only be accepted during the Contest Period. The prizes are as follows:

- One (1) Grand Prize: one Grand Prize (1) winner shall be awarded two (2) international round trip coach class airline tickets on a Star Alliance airline; the airline tickets will be ticketed using miles from Sponsor's Charity Miles Account; winner may only use the airline tickets for travel to a Rotary related program, project or event (approximate value is two round trip economy class airline tickets from the winner's home city to any destination; actual value may vary depending on the departure location and the destination);
- Two (2) First Place Prizes: two (2) First Place winners will each receive one (1) international round trip coach class airline ticket on a Star Alliance airline; the airline tickets will be ticketed using miles from the Rotary Charity Miles Account; winner may only use the airline tickets for travel to a Rotary related program, project or event (approximate value of each First Place Prize is one (1) round trip economy class airline tickets from the winner's home city to any destination; actual value may vary depending on the departure location and the destination); and
- Ten (10) Honorable Mentions: ten (10) winners will have their Submissions featured in Sponsor's digital publications, social media and Sponsor's Instagram photo gallery for the Contest.

(Collectively, Grand Prize and First Place Prizes are "airline ticket prize" or "airline ticket prizes;" Grand Prize winner, First Place winners and Honorable Mentions are "winner" and "winners; and Grand Prize, First Place Prizes and Honorable Mentions are "prize" or "prizes")

The Grand and First Place winners' Submissions will, also, be posted in Sponsor's digital publications, social media and Sponsor's Instagram photo gallery for the Contest.

All details of the prizes are at Sponsor's sole discretion and are subject to change. Airline ticket prizes must be used by 1 November 2014.

No transfer, assignment or substitution of prizes will be permitted, except as permitted herein. Where winner is a Rotary club or district, winner may assign or transfer prize to an individual who is also eligible to enter the Contest, see Section 1. If a winner of an airline ticket prize is a minor, the minor and her/his parent/legal guardian is responsible for complying with all laws applicable to minors traveling.

Prizes have no cash value. Any difference between actual retail value of the prizes and the approximate retail value will not be awarded. Any and all applicable taxes are the responsibility of the winners. Winners, and their parents/legal guardians if a winner is a minor, agree that the Sponsor shall not be liable for injury, loss, or damage of any kind resulting from participation in this Contest or from the acceptance, use or misuse of the prizes awarded.

Any and all costs and expenses associated with the acceptance and uses of the prizes that are not specifically provided herein (such as accommodation/lodging, ground transportation, meals, telephone calls, insurance, including travel, medical and accident insurance, baggage and handling fees, passenger tariffs/duties, surcharges, airport fees, beverages, parking, security fees, taxes, tips, gratuities, incidentals, passports, visas and other expenses) are the sole responsibility of the respective winner.

Winner is responsible for obtaining, possessing and showing all required travel documents, including passport, visa, vaccination or other entry requirements and paying the respective costs thereof. Winner is responsible for verifying all safety and security conditions at destination. Any information given by Sponsor or its agents regarding passport/visa requirements must be verified by winner, as rules and regulations can change at any time. Sponsor shall not be responsible for the acts of customs or governmental agents who may refuse your entry or return into your host country / home city.

Airline ticket prize travel arrangements must be made through Sponsor or an agent thereof. Winner may not be given

destination of choice if the number of Sponsor's Charity Miles required for the airline ticket exceeds the number of miles Sponsor is permitted to use for an airline ticket; therefore, travel should begin and end with the same airport. Winner will be required to accept routings with reasonable connecting flights and that use alternative airports or different Star Alliance partners. Specific travel dates are not guaranteed to be available and airline tickets are subject to availability. Winner must submit a travel request form within thirty (30) days of receiving a prize. Travel and accommodation restrictions, conditions, and limitations may apply. The airline ticket prizes are subject to terms, conditions, expiration dates, and restrictions imposed by the actual issuer of the airline tickets.

No refund or compensation will be made by Sponsor to winner in the event of the cancellation or delay of any flight or event. Once airline tickets have been ticketed, no changes by winners will be permitted. If winner is unable to travel on the dates and times set forth on any airline ticket ticketed by Sponsor, or an agent thereof, winner must contact Sponsor or the airline before flight time to change or cancel his/her reservation and to possibly preserve the mileage value of the airline tickets. If Sponsor is unable to change the dates or times of the airline ticket(s), winner must forfeit the airline ticket(s). Sponsor will not replace any lost, mutilated, or stolen airline tickets or travel vouchers. Frequent flyer miles will not be earned in conjunction with the airline ticket(s). Winner shall inform Sponsor of any special information regarding winner's health, physical or mental condition that may be relevant in booking airline ticket(s).

8. VOTING: Anyone can vote through Instagram or any other instagram viewer by searching the hashtag #rotaryhero at their discretion, by liking a Submission with the tag #rotaryhero. The Entrant whose Submission receives the most "likes" by 21 April 2014 at 23:59 CST (26 November 2013 at 05:59 GMT), as calculated by Sponsor, will win the Grand Prize. The two Entrants whose Submissions receive the second and third most likes, as calculated by Sponsor, will each receive one (1) First Place Prize. The ten Entrants whose Submissions receive the next ten most likes, as calculated by Sponsor, will receive honorable mentions.

Only Submissions where the Entrant abided by these Official Rules, in RI's sole discretion, will be eligible to be included on or uploaded to Sponsor's official Instagram page and included in the voting.

In the event of a tie for a particular prize, the Submission that received the highest score in originality/creativity, as determined by Sponsor, in its sole discretion, will be deemed the winner of the particular prize. All of the Sponsor judges' decisions and determinations are final.

9. WINNER NOTIFICATION AND RELEASES: The winners will be announced on and notified via Sponsor's official Instagram page on or around 28 April 2014. A winner will have five business (5) days after being notified to claim or forfeit her/his respective prize and follow the instructions provided therein. If a winner fails to respond to the email notification within the required time period, is not in compliance with these Official Rules, or Sponsor's prize notification is returned as undeliverable, the respective winner forfeits her/his prize. If a winner is disqualified for any reason, her/his prize may be awarded to another Entrant in Sponsor's sole discretion.

A winner, in Sponsor's sole discretion, may be required to claim ownership of the winning Instagram account, and may, as necessary and at Sponsor's sole discretion, be asked to demonstrate control of such account.

Winners, and the parent or legal guardian thereof, where a Contest winner is a minor, shall be required to complete and sign an affidavit of eligibility and publicity release and a travel liability release. Unless otherwise prohibited, the affidavit and liability release must be returned within ten (10) business days from the date of receipt by winner and prior to ticketing of any airline tickets. If a winner is a minor, the respective prize will be awarded to the winner's parent or legal guardian. Failure to comply with these requirements for any reason will result in disqualification and the respective prize will be forfeited and may be awarded to another Entrant.

10. LICENSE AND PUBLICITY RELEASE: By participating in or entering this Contest, Entrant grants Sponsor and its subsidiaries, affiliates, and designees, including, but not limited to, The Rotary Foundation, a worldwide, royalty-free, irrevocable, sublicensable, assignable perpetual, non-exclusive license and right to use, print, publish, reproduce, perform, edit, modify, adapt, distribute, create derivative works from, license and display Submission(s) and any description of Submission(s), in whole or in part, in any publication of or by Sponsor, including Sponsor websites and in connection with the advertising, promotional, editorial and publicity activities or materials of Sponsor and Contest, and for any and all other purposes, in any form, media or technology now known or later developed, without limitation. Entrant acknowledges he/she/it will not receive further payment from Sponsor for the grant of these rights and that Sponsor will not notify Entrant when it exercises these rights. The grant of rights by Entrant to Sponsor herein shall include, but not be limited to, the

storage, retrieval, transmission, display, output and reproduction of data through any such media and technologies. Entrant will sign any necessary documentation that may be required by Sponsor to make use of the non-exclusive rights Entrant is granting herein to use the Submission(s).

By participating in or entering this Contest, Entrant and Entrant's parent/legal guardian grants Sponsor and its subsidiaries, affiliates, and designees, including, but not limited to, The Rotary Foundation, a worldwide royalty-free, irrevocable, perpetual, non-exclusive, sublicensable right and license to use, publish, print, edit, modify, adapt, reproduce, display, distribute, license and publicly perform the Entrant's and Entrant's parent/legal guardian's name, likeness, biographical and personal information, Instagram account name, statements, Submission and/or prize information and any photographs, audio or video of Entrant or Entrant's parent/legal guardian, in any publication of or by Sponsor, including Sponsor websites, and in connection with the advertising, promotional, editorial and publicity activities or materials of Sponsor and Contest, and for any and all other purposes, in any form, media or technology now known or later developed, without limitation, except where prohibited by law. Entrant and Entrant's parent/legal guardian acknowledge that he/she/it will not receive further payment from Sponsor for the grant of these rights and that Sponsor will not notify Entrant or Entrant's parent/legal guardian when it exercises these rights. Entrants and Entrants' parent/legal guardian will indemnify Sponsor and Rotary Indemnitees (as defined in Section 11, below) from and against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of the terms of this paragraph or these Official Rules.

11. LIMITATIONS OF LIABILITY: Sponsor disclaims all responsibility for and shall not be responsible for : (1) any incorrect, incomplete, illegible or inaccurate information or Submission, whether caused by Entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Contest; (2) failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines, computer or network hardware or software or Internet transmissions, which may limit Entrant's ability to submit an entry, vote, claim a prize, or otherwise participate in this Contest, whether computer, technical, human or mechanical in nature; (3) unauthorized human intervention in any part of the Submission process or the Contest; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading, processing or judging of Submissions or votes or the tabulating of votes, the announcement of the prizes or in any Contest-related materials; (5) late, lost, undeliverable, garbled, damaged, misdirected, misrouted or stolen Submissions; and (6) any injury, loss or damage to persons or property, including, but not limited to, Entrant's computer, photography or other equipment, which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Contest or receipt or use or misuse of any prizes awarded. Rotary Indemnitees, as defined below, are not responsible for misdirected or undeliverable Submissions or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Rotary Indemnitees are not responsible for any unauthorized third party use of any Submissions. Any and all Entrants' claims, judgments and awards shall be limited to actual out-of-pocket costs incurred by Entrant associated with entering this Contest, but in no event attorneys' fees. Under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages and any and all rights to have damages multiplied or otherwise increased.

By participating in or entering this Contest, Entrant and Entrant's parent/legal guardian agree to defend, indemnify, release and hold harmless Sponsor and The Rotary Foundation of Rotary International, including their directors, trustees, officers, subsidiaries, committee members, employees, agents, contractors, subcontractors, volunteers, and representatives ("Rotary Indemnitees") from and against all claims (including, without limitation, claims for bodily injury, death and property damage and claims of patent, trademark, and copyright infringement), demands, actions, damages, losses, costs, liabilities, expenses (including reasonable attorneys' fees and other legal expenses), awards, fines and judgments asserted against or recovered from Rotary Indemnitees arising from or out of a) Entrant's participation in Contest and Contest-related activities, b) Entrant's Submission, c) Entrant's and Entrant's parent/legal guardian's, acceptance, use, misuse or possession of any prizes awarded hereunder, d) Entrant's and Entrant's parent/legal guardian's breach of any terms, statements, warranties and representations made hereunder, e) violation these Official Rules or any terms hereof, f) any travel or prize-related activity, g) all liability for any injuries and/or illnesses sustained by Entrant and/or Entrant's parent/legal guardian, including, without limitation injuries and/or illnesses which may directly or indirectly result from Entrant's or Entrant's parent/legal guardian's conduct or negligence and/or the negligence or recklessness of third parties, including, but not limited to, passengers, Star Alliance and its partners, affiliates, agents, employees, subsidiaries and subcontractors, BCD, the Rotary related project and hosts Entrant is traveling to visit and other persons or entities associated therewith, and/or airport owners and their employees, and h) any act, conduct, negligence, omission, misconduct or unlawful act (or act contrary to any governmental order or regulation) of Entrant, its agents, assigns, heirs and parents in complying with these

Official Rules. The foregoing includes, without limitation, injury or damage to the person or property of RI, or any third party, whether or not subject to any policy of insurance.

Sponsor shall not be liable in any way for injuries to persons or damages to property incurred or suffered by Entrant or any of Entrant's parents/legal guardians, subcontractors, agents, heirs, successors, representatives, photography subjects, assigns or any person related to Entrant in any way.

By accepting a prize, winner represents that he/she understands that travel has inherent risks and may result in accident, illness, injury, stress, death, delay, loss, theft and damage, which may be caused by negligence, recklessness, forces of nature, or other causes. Winner represents he/she recognizes that such risks may be present before, during and after use of a prize. In order to be recognized as a winner and use a prize, winner must be willing to accept the risk and any related costs/expenses, and to confirm her/his acceptance of such risk in writing at Sponsor's request.

12. GENERAL TERMS AND CONDITIONS: By entering or participating in the Contest, Entrants agree to be bound by these Official Rules. Any attempt by any Entrant or other person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to disqualify and/or seek damages and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that term. If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. Sponsor reserves the right, at its sole discretion, to disqualify any suspect Submissions or Entrant or cancel, terminate, modify or suspend the Contest, or any part of it for any reason, including, but not limited to, if any fraud, technical failures, misconduct or any other factor impairs the integrity or proper functioning of the Contest. If Entrant or Contest is terminated, Sponsor may, in its sole discretion, select a Contest winner from among all eligible Submissions received prior to the action taken in any such manner as deemed fair and appropriate by Sponsor. Sponsor, in its sole discretion, reserves the right to disqualify any Entrant or individual it determines, in its sole discretion, to be tampering with the Submission process or the operation of the Contest or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner and void all associated Submissions. Entrant accepts and acknowledges that Sponsor shall not be obligated to use her/his Submissions and that Sponsor, in its sole discretion, shall have the right to refrain from using any Submission. Sponsor shall have the right to take down any Submission or any winning Submission that it has used on its website or social media and in any other of its materials/publications for any reason, including where a third party has claimed copyright infringement, defamation or a violation of privacy. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder.

13. DISPUTES: Except where prohibited, Entrant agrees that these Official Rules and the rights and obligations of the Entrant and Sponsor in connection with this Contest shall be governed and construed by the laws of the State of Illinois, U.S.A. without regard to its conflict of laws. Any and all disputes, claims and causes of action arising out of or connected with this Contest or any prizes awarded in conjunction with this Contest shall be resolved individually, without resort to any form of class action by arbitration administered by the American Arbitration Association or the International Chamber of Commerce Arbitration in the City of Chicago, Illinois, U.S.A. The substantive law to be applied shall be the laws of the State of Illinois, U.S.A. English shall be the official language in which the arbitration process shall be conducted. This Contest is in no way sponsored, endorsed or administered by, or associated with, Instagram. Any questions, comments or complaints regarding the Contest should be directed to Sponsor.

Purchase from or donation to Sponsor or its foundation does not improve Entrant's chances of winning.

All federal, state, and local laws apply. Void where prohibited or restricted by law.

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