

## 2017 JOSTENS PHOTO CONTEST OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. THIS PROMOTION IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS.

1. **Sponsor:** Jostens, Inc., 3601 Minnesota Drive, Suite 400, Minneapolis, MN 55435 ("Sponsor").
2. **Entry Period:** The 2017 Jostens Photo Contest ("Promotion") begins at 2:00 a.m. Pacific Time on January 1, 2016 and ends at 11:59 p.m. Pacific Time on March 1, 2016 ("Entry Period").
3. **Eligibility:** Entrants must be, as of the date of entry, (A) a legal resident of the fifty (50) United States or the District of Columbia, (B) age 13 or over, (C) a current middle school, junior high school or high school student, and (D) a student who is attending a school that is working with Sponsor on a yearbook in order to enter the Promotion under category 4(B)(v.) only. Entrants who are high school students may enter in all categories except the "Middle School & Junior High" category. Entrants who are middle school or junior high school students may only enter in the "Middle School & Junior High" category. Directors, officers and employees of Sponsor, its affiliates, parents, subsidiaries, advertising and promotion agencies and their respective immediate families (spouse, parents, siblings and children) and those living in their same households are not eligible to enter or win this Promotion. Entry constitutes entrant's full and unconditional agreement to these official rules ("Official Rules") and to Sponsor's decisions; the decisions of Sponsor in regards to all matters related to this Promotion are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth in these Official Rules.
4. **How to Enter; Entry Requirements:**
  - A. During the Entry Period, entrant must submit to Sponsor via the Promotion webpage, [www.jostens.com/photocontest](http://www.jostens.com/photocontest) ("Promotion Webpage"), a photo taken by the entrant, by taking the following steps:
    - i. Register on the Promotion Webpage by clicking on "My Account" and entering the requested information in the Entrant Form.
    - ii. Add a photo by clicking on "My Applications," then "Entry Form" then uploading the photo and inputting the other information requested. Photos must 1) be in digital format; 2) be 300 DPI and a minimum of 8x10 inches; and 3) have a file type of jpg/jpeg, png or tif/tiff.
    - iii. Submit a signed model release ("Model Release") with each entry. See Section 4(E) below for more information.
    - iv. Submit your entry by entering your photo's entry information the clicking "Save and Finalize" for the entry you wish to submit.
  - B. Photos must be entered in one (1) of the following categories:
    - i. **Academics & Community Service.** Show students learning, in or out of the classroom.
    - ii. **Graduation.** Capture the emotion, color and vibrancy of graduation day. Photos can be from the 2016 graduation as long as the photographer is enrolled in high school for the 2015-2016 school year.
    - iii. **Photo Illustration & Manipulation.** Photos in this category can be posed or electronically enhanced to illustrate a topic or idea. Examples of electronic enhancement include using filters, altering colors, adding/removing objects or people or combining photos.
    - iv. **Portrait.** Capture facial qualities, expression or mood and environment of your subject as the main focus.
    - v. **ReplayIt®: Mobile Photos.** School-related, storytelling selfies and action photos must be shot with a phone and uploaded to your school's ReplayIt site by March 1, 2016 (This category is limited to students attending a school that is working with Sponsor on a yearbook.

- vi. **Sports: Athletes in Action.** Wherever they are, we're looking for athletes in action.
  - vii. **Sports: Sidelines & School Spirit.** Show moments that capture school pride in all its forms.
  - viii. **Student Life & Traditions.** Capture student life in a way that showcases school culture and tradition.
  - ix. **Yearbookers in Action.** Go behind the scenes and capture the making of the yearbook. Photos of staff selling yearbooks, engaging in team building activities, and traveling to workshops, in addition to working in the classroom, are all welcomed.
  - x. **Middle School & Junior High Category.** Entries on any school-related topic. Must be taken and entered by a middle school or junior high school student who meets all eligibility requirements.
- C. All photos must have been taken by the entrant within two (2) years prior to the date of entry and must not have been entered in a prior Jostens Photo Contest.
- D. Except for photos entered in the "Photo Illustration & Manipulation" category, photos may use computer software or other methods only to enhance the technical aspects of the photo (e.g., correction of white balance, brightness/contrast and exposure), and not to alter the content of the photo (e.g., using filters, changing colors, adding/removing content, compositing).
- E. A Model Release form is available on the Promotion Webpage. Model Release must be signed by all individuals who are personally and substantially identifiable in the photo (including crowds). If any such individual is a minor, a parent or legal guardian must sign the Model Release. There are two (2) methods for submitting the Model Release: 1) download the Model Release from the Promotion Webpage (available by clicking on "Home" or under Step 3 under the "Add Entry" tab); print the Model Release; have it signed by the appropriate individuals; scan the signed Model Release; and upload the signed Model Release on Step 3 under the "Add Entry" tab; or 2) download the Model Release from the Promotion Webpage; have the appropriate individuals electronically sign the Model Release by entering their names in the appropriate spaces; save the signed Model Release; and upload the signed Model Release on Step 3 under the "Add Entry" tab.
- By entering the Promotion, you agree to defend and indemnify Sponsor, upon demand, against any and all claims (including, but not limited to, reasonable attorneys' fees) arising out of any Model Release associated with any entry you submit (including, but not limited to, claims arising out of forged signatures and/or the failure of entrant to obtain a signed Model Release from an individual appearing in the photo).
- F. Entries must be received during the Entry Period. For entrants who are high school students, limit three (3) entries per person, per category (and such entrants may enter in all categories except for the "Middle School & Junior High" category). For entrants who are middle school or junior high school students, limit three (3) entries per person (and such students may only enter in the "Middle School & Junior High" category). Only the first three (3) entries received from any entrant in a particular category will be eligible; additional entries received from such entrant in that category thereafter will be deemed automatically void. Proof of submission of entry does not constitute proof of delivery of entry during the Entry Period. All entries become the property of Sponsor and will not be returned or acknowledged.
- G. All entries must (i) be in keeping with Sponsor's image; (ii) not be obscene, indecent or otherwise offensive (as determined by Sponsor in its sole discretion); (iii) not defame or invade the publicity or privacy rights of any person, living or deceased; (iv) not infringe, violate or misappropriate any person's or entity's personal or proprietary rights (including copyrights, trademarks or other intellectual property rights); (v) not contain (a) any words, statements or images considered offensive to individuals of any age, race, ethnicity, national origin, religion, sexual orientation or other protected class, or who are disabled, (b) any threats to any person, place, business, group or entity, (c) materials that promote bigotry, racism, hatred or harm against any group or individual or promote discrimination based on age, race, ethnicity, national origin, religion, sexual orientation or other protected class, or disability, (d) any materials that depict illegal acts or are sexually explicit, libelous, obscene, violent, hateful or slanderous or (e) content not in keeping with Sponsor's reputation and image; and (vi) not be owned by a third-party or be subject to any restriction or right that would in any way limit Sponsor's right to use the entry as permitted under these Official Rules (collectively "Content Requirements"). Failure to comply with these Content Requirements, as determined by Sponsor in its sole discretion, is grounds for an automatic disqualification from the Promotion.
- H. By entering the Promotion, entrant grants to Sponsor (and its licensees and assigns) a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from and display his/her entry, in whole or in part, and otherwise exploit the entry in all media now known or hereafter devised, throughout the universe, in any

way Sponsor sees fit, including (without limitation) entertainment, instruction/education, promotional, advertising and/or marketing purposes. In connection with all rights granted herein, Sponsor (and its licensees and assigns) shall also have the irrevocable right to incorporate the entry, in whole or in part, into other works, in any form, media or technology now known or hereafter developed. If necessary, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the entry. **ENTRANT REPRESENTS AND WARRANTS THAT ENTRANT HAS OBTAINED ALL APPROPRIATE LICENSES AND/OR CONSENTS NECESSARY TO GRANT THE RIGHTS GRANTED TO SPONSOR HEREUNDER (INCLUDING WITHOUT LIMITATION ANY APPLICABLE MODEL RELEASES) AND WILL INDEMNIFY SPONSOR FOR ANY AND ALL CLAIMS ARISING FROM ENTRANT'S FAILURE TO DO SO.**

I. Entries generated by script, macro or other automated means or entries that do not fully comply with these Official Rules or which subvert the entry process, in the sole discretion of Sponsor, will not be eligible.

## 5. Selection and Notification of Winner:

A. One (1) potential grand prize winner, nine (9) potential first prize winners (one (1) from each category), nine (9) potential second prize winners (one (1) from each category), nine (9) potential third prize winners (one (1) from each category), nine (9) potential fourth prize winners (one (1) from each category) and nine (9) potential fifth prize winners (one (1) from each category) (all of the foregoing, collectively, "Potential Winners") will be selected on or around April 11, 2017, from among all eligible entries. A panel of judges, chosen by Sponsor, will judge the entries based on the following criteria:

- i. **Storytelling.** The photo should tell a story relevant to the high school, junior high or middle school experience.
- ii. **Quality.** Photos should lack problems with exposure, sharpness or noise.
- iii. **Showstoppers.** Judges will be stopped by powerful images. Look for pictures with good actions, reactions and emotions, interesting lighting, peak action, unusual and different situations and storytelling moments.
- iv. **Originality.** Photos that are only slightly different from previous winners won't be chosen.
- v. **Thoughtfulness.** Sending multiple copies of the same image or similar images is not a successful technique. Send us your single best image of a subject. Crop your photo for maximum impact before submitting.

B. Potential Winners will be contacted by email and/or telephone. Potential Winners must meet all eligibility requirements, including the execution and return of any necessary releases and affidavits, in order to be confirmed as a winner. In the event that a Potential Winner does not respond to Sponsor's initial notification and meet all eligibility requirements within seventy-two (72) hours, or if prize/prize notification is returned as undeliverable, Sponsor reserves the right to disqualify such Potential Winner and select an alternate Potential Winner (in which case the initial Potential Winner will forfeit his or her prize). In the event that three (3) or more Potential Winners (with respect to the same prize) do not respond to Sponsor's initial notification and meet all eligibility requirements within seventy-two (72) hours, or if the prize/prize notification to three (3) or more Potential Winners (with respect to the same prize) is returned as undeliverable, Sponsor will not be obligated to select any additional alternate Potential Winners, and if Sponsor so elects, that prize will not be awarded. Odds of winning depend upon the total number of eligible entries received.

## 6. Prizes:

A. The following prizes (each listed along with its approximate retail value ("ARV")) are available to be awarded:

- i. One (1) grand prize, consisting of (i) \$1,000, awarded in the form of a check (ARV: \$1,000), and (ii) one (1) CANON SLR camera (ARV: \$750).
- ii. Nine (9) first prizes (one (1) in each category, except ReplayIt), each consisting of (i) \$500, awarded in the form of a check (ARV: \$500), and (ii) photography accessories\* (ARV: \$90).
- iii. Nine (9) second prizes (one (1) in each category, except ReplayIt), each consisting of photography accessories\* (ARV: \$60).

- iv. Nine (9) third prizes (one (1) in each category, except ReplayIt), each consisting of photography accessories\* (ARV: \$60).
- v. Nine (9) fourth prizes (one (1) in each category, except ReplayIt), each consisting of photography accessories\* (ARV: \$60).
- vi. Nine (9) fifth prizes (one (1) in each category, except ReplayIt), each consisting of photography accessories\* (ARV: \$60).
- vii. One (1) first prize in the ReplayIt category consisting of: (i) \$250, awarded in the form of a check (ARV: \$250), and (ii) mobile photography accessories (ARV: \$60). Four (4) second through fifth prizes in the ReplayIt category, each consisting of mobile photography accessories\*\* (ARV: \$60).

Total ARV of all prizes: \$9,770.

\*Photography accessories may include, without limitation, one or more of the following: camera bag, studio lighting gear, tripod, memory card, wireless camera remote control, creative photo filters, battery charger, binoculars and/or LED camera light.

\*\*Mobile photography accessories may include, without limitation, one or more of the following: selfie stick, wireless remote, adjustable lens, and/or Bluetooth flash

**Limit one (1) prize per person per category.**

B. In the event a Potential Winner cannot or declines to accept a prize as stated, Sponsor reserves the right to disqualify such Potential Winner and choose an alternate Potential Winner. In the event that three (3) or more Potential Winners (with respect to the same prize) cannot or decline to accept a prize as stated, Sponsor will not be obligated to select any additional alternate Potential Winners, and if Sponsor so elects, that prize will not be awarded. Winners may not substitute, assign or transfer any prize or redeem any prize for cash, but Sponsor reserves the right to substitute a prize with a prize of equal or greater value if the advertised prize becomes unavailable. Any difference between approximate retail value and actual value of any prize will not be awarded. 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.

C. CANON is a trademark of Canon Kabushiki Kaisha Corporation. Canon Kabushiki Kaisha Corporation is neither a sponsor of nor affiliated with this Promotion.

**7. General Conditions:** Neither Sponsor nor its agents are responsible for lost, late, incomplete or misdirected entries or other errors of any kind, including (without limitation) incorrect or inaccurate capture of entry or other information or the failure to capture any such information. Neither Sponsor nor its agents are responsible for technical, hardware or software failures of any kind or other errors or problems which may occur in connection with or relating to the Promotion, whether human, computer, network, technical, mechanical, typographical, printing or otherwise, including (without limitation) errors or problems which may occur in connection with the administration of the Promotion, the processing or judging of entries or the announcement of the prizes or that may occur in any Promotion-related materials or limit prize fulfillment or a participant's ability to enter the Promotion. Sponsor further assumes no liability for the cancellation, modification or premature conclusion of the Promotion for any reason or through the acts or defaults of any company or person providing any prize. All such losses or expenses must be borne by the affected participants, entrants and/or winners. Sponsor reserves the right, in its sole discretion, to suspend, cancel, modify or prematurely conclude the Promotion should any computer virus, malfunction, fraud, tampering, unauthorized intervention or other cause beyond its control corrupt the administration, security or proper operation of the Promotion or should any portion of the Promotion be compromised for any reason. By way of illustration and not limitation, Sponsor may at its sole discretion select winner from entries received prior to action taken or as otherwise deemed fair and appropriate by Sponsor in the event of such compromise or corruption. False or deceptive entries or acts will render the entrant ineligible, and Sponsor reserves the right to disqualify any entrant (and void his/her entry) who attempts to undermine the legitimate operation of the Promotion or violates these Official Rules.

Each entrant, by entering the Promotion, agrees (A) to release, indemnify and hold harmless Sponsor, its affiliates, parents, subsidiaries, advertising and promotion agencies and their respective past and present directors, officers, employees, representatives and agents from and for any liability for any injuries, losses or damages of any kind, to persons or property

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(including without limitation death; claims based on publicity rights, defamation or invasion of privacy; and any claims based on a violation of a third party's intellectual property rights), resulting in whole or in part, directly or indirectly, from entrant's participation in this Promotion or in any related activity or entrant's acceptance, possession, use, misuse or nonuse of any prize, including without limitation entrant's failure to comply with the Content Requirements and (B) if such entrant becomes a winner, by acceptance of a prize, except where legally prohibited, grants permission for Sponsor and those acting pursuant to its authority (and agrees to confirm such agreement in writing upon request) to use his/her name, photograph, likeness, voice and prize information for advertising, trade and promotional purposes without any further compensation, in all media now known or hereafter discovered, worldwide and on the Internet and/or World Wide Web, without notice, review or approval.

Entrants represent and warrant that neither their participation in this Promotion nor acceptance of any prize awarded herein shall be in violation of any federal, state or local law or rule. All taxes on prizes are solely the responsibility of the winner.

If a Potential Winner is determined to be ineligible or not in compliance with these Official Rules for any reason, such Potential Winner will be disqualified, the prize will be forfeited, and an alternate Potential Winner selected and notified.

In the event of a dispute over the identity of any Potential Winner, the entry will be declared made by the authorized account holder of the account used for entry, and Potential Winner may be required to provide identification sufficient to show that he/she is the authorized account holder.

Sponsor reserves the right to cancel the Promotion at any time and substitute another promotion in its place.

Failure by Sponsor to enforce any of its rights at any stage of the Promotion does not constitute a waiver of such rights.

**8. Privacy:** Entrants acknowledge and agree that any information collected in connection with this Promotion may be used by Sponsor and its affiliates in accordance with Sponsor's Privacy Policy, available at <http://www.jostens.com/apps/shop/help/shared/privacy.asp>.

**9. Disputes:** Each entrant agrees that (A) any and all disputes, claims and causes of action arising out of or in connection with this Promotion, or any prize awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within the State of Minnesota; (B) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (C) under no circumstances will an entrant be permitted to obtain awards for, and each participant hereby waives all rights to claim, punitive, incidental or consequential damages, any other damages other than actual out-of-pocket expenses and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants and Sponsor in connection with the Promotion, shall be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Minnesota or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Minnesota. Section and paragraph headings are included only for convenience and shall not affect the interpretation of any of the provisions of these Official Rules.

**10. Winners List:** Winning entries, along with winners' names, will be posted on the Promotion Website on or around May 1, 2017 or as soon as all winners have been confirmed.

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