

## Ocean Associates, Inc. Photo Contest Rules and Guidelines

1. **Eligibility:** This photo contest is open only to employees and sub contractors of Ocean Associates, Inc. The photo contest is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.
2. **Agreement to Rules:** By participating, the Contestant (“You”) agrees to be fully, unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of Ocean Associates, Inc. as final and binding as it relates to the content of this Contest.
3. **Contest Period:** Photo contest will run each month, starting on the 1<sup>st</sup> and ending on the last day of the month.
  - a. Photo submission will start on the first of each month.
  - b. Photos must be received by midnight on the fifteenth (15<sup>th</sup>) of the month for insertion in that month's contest. Photos received after midnight on the fifteenth of the month will be entered in the following month's contest.
  - c. Photos will be posted online on the twentieth (20<sup>th</sup>) of each month for voting.
  - d. Voting will take place until the last day of each month at 8pm (eastern time zone).
4. **How to Enter:** The photo contest must be entered by submitting an entry via email to [Photocontest@oceanassoc.com](mailto:Photocontest@oceanassoc.com). The entry must fulfill all contest requirements, as specified, to be eligible to win. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Ocean Associates, Inc.
  - a. You may enter as many photos as you would like each month.
    - i. Photos should be .jpg, large enough to view subject matter clearly, the higher resolution the better.
  - b. Subject matter of photos should be ocean or fisheries related.
  - c. You must provide the following information with each photo when entering:
    - i. Full name,
    - ii. Email address,
    - iii. Photo title,
    - iv. Photo subject matter,

v. Whether the photo shows work being done while employed by Ocean Associates, Inc.

5. **Prizes:** The Winner of the photo contest (the “Winner”) will receive a \$25.00 gift card to Amazon.com. In addition, the winning photo will be featured for the following month as the cover photo on Ocean Associates, Inc.’s FaceBook page and will be highlighted on the Ocean Associates, Inc. website. The specifics of the prize shall be solely determined by Ocean Associates, Inc. No cash or other prize substitution shall be permitted except at Ocean Associates, Inc.’s discretion. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for Ocean Associates, Inc. to use Winner’s name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.
6. **Odds:** The odds of winning depend on the number of eligible entries received.
7. **Winner Selection and Notification:** Winner will be selected by determining which entry receives the most votes (also known as Likes). Winner will be notified by email within five (5) days following selection of Winner. Ocean Associates shall have no liability for Winner’s failure to receive notices due to spam, junk e-mail or other security settings or for Winner’s provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, or fails to respond in order to claim the prize within 10 days from the time award notification was sent, the prize may be forfeited and an alternate Winner selected. Receipt by Winner of the prize offered in this Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (at Ocean Associates, Inc.’s sole discretion) WILL RESULT IN WINNER’S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.
8. **Rights Granted by You:** By submitting content (e.g., photo), You understand and agree that Ocean Associates, Inc., anyone acting on behalf of Ocean Associates, Inc., and Ocean Associates, Inc.’s licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the photo contest, and biographical

information for news, publicity, information, trade, advertising, public relations, and promotional purposes, without any further compensation, notice, review, or consent.

9. **Additional Rules:** By entering this content, You represent and warrant that your entry is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, You will be disqualified at the sole discretion of Ocean Associates, Inc. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless Ocean Associates, Inc. from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which Ocean Associates, Inc. may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.
10. **Terms & Conditions:** Ocean Associates, Inc. reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond Ocean Associates, Inc.'s control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, Ocean Associates, Inc. may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Ocean Associates, Inc. Ocean Associates, Inc. reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the photo contest or website or violates these Terms & Conditions. Ocean Associates, Inc. has the right, in its sole discretion, to maintain the integrity of the Campaign, to void votes (Likes) for any reason, including, but not limited to: the use of bots, macros, scripts, or other technical means for entering or receiving votes (Likes). Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the photo contest may be a violation of criminal and civil laws. Should such attempt be made, Ocean Associates, Inc. reserves the right to seek damages to the fullest extent permitted by law.
11. **Limitation of Liability:** By entering, You agree to release and hold harmless Ocean Associates, Inc. and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from:

- a. such entrant's participation in the Campaign and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof;
- b. technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment;
- c. the unavailability or inaccessibility of any transmissions, telephone, or Internet service;
- d. unauthorized human intervention in any part of the entry process or the photo contest;
- e. electronic or human error in the administration of the Promotion or the processing of entries.

12. **Disputes:** This photo contest is governed by the laws the United States of America, without respect to conflict of Law doctrines. As a condition of participating in this Campaign, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this photo contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Arlington, VA having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this photo contest). Participant further waives all rights to have damages multiplied or increased.

13. **Winner Announcement:** Winner's name will be announced within 5 days of the end of each monthly photo contest on Ocean Associates, Inc.'s FaceBook page located at <https://www.facebook.com/OceanAssociates>.

14. **Sponsor:** The Sponsor of the photo contest is Ocean Associates, Inc. 4007 N. Abingdon St., Arlington, VA, 22207, USA.

15. **Facebook:** The photo contest hosted by Ocean Associates, Inc. is in no way sponsored, endorsed, administered by, or associated with Facebook.