

# PHOTO CONTEST

## PICTURE TURKEY

(#pictureTurkey)

### OFFICIAL RULES, TERMS AND CONDITIONS

NO PURCHASE OR MOBILE COMMUNICATION DEVICE NECESSARY TO ENTER OR WIN.

The (#pictureTurkey) Photo Contest (the “Contest”) starts on July 24, 2012 at 12:00 a.m. Eastern Time (“ET”) and ends on December 31, 2012 at 11:59 p.m. ET (“Contest Period”).

**ELIGIBILITY:** The Contest is open to legal residents of the fifty (50) United States and the District of Columbia, and the Republic of Turkey, at least 18 years of age. Employees of the Government of the Republic of Turkey or the Turkish Embassy (together, the “Sponsor”), their agencies and instrumentalities, promotion and advertising agencies and members of their immediate family are not eligible to win, but may enter photos to be published by the Sponsor and shared with other entrants.

The Contest is void where prohibited by law. The Contest is subject to all applicable federal, state and local laws. This Contest is in no way sponsored, endorsed, or administered by, or in association with Instagram, Facebook, Twitter or any other social media channels.

**HOW TO ENTER:** During the Contest Period, the Sponsor will announce a new theme for the photo contest each month. The theme will be posted at the Facebook page of the Turkish Embassy ([www.facebook.com/turkishembassy](http://www.facebook.com/turkishembassy)). Entrants are encouraged to submit photos that fit the monthly theme. Themes may be repeated at the Sponsor’s discretion. During the Contest Period entrants may submit a photo through Instagram and include the following hashtag: #pictureTurkey. This will constitute one entry. All entries received by 12:00 a.m. ET on the last day of each month will be considered for that month’s prize, with the first contest ending on August 31, 2012. Entrants acknowledge that by entering the Contest via Instagram using a mobile phone or other mobile communication device such as a tablet computer may result in the application of data fees charged by the entrant’s mobile wireless carrier. See your wireless services provider for pricing plan details. An Instagram account can be opened for free at

[www.instagram.com](http://www.instagram.com) or [www.instagram.com](http://www.instagram.com). There is no limit to number of entries per person and per household, however, each entry submitted must be substantially different than all subsequent entries.

Entries generated by script, macro or other automated means or by any means that subvert the entry process are void.

All entries become the sole property of the Sponsor and will not be returned.

**REQUIREMENTS OF PHOTOS:** Photos may not contain, as determined by the Sponsor, in its sole discretion, any content that:

- is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- promotes illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- is obscene or offensive; endorses any form of hate or hate group;
- intentionally or negligently defames, misrepresents or contains disparaging remarks about other people or entities;
- contains any personal identification, such as personal names, e-mail addresses or street addresses;
- contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, without permission;
- contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission;
- contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead (other than the cut out celebrities provided), without permission;
- communicates messages or images inconsistent with the positive images of the Republic of Turkey and/or good will to which we the Sponsor wishes to associate; and/or
- violates any law.

Entries that contain the above may, at the sole discretion of the Sponsor, be excluded from the Contest.

Entries must be the original work of the entrant, may not have been previously published, may not have won previous awards, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. If the entry

contains any material or elements that are not owned by the entrant, and/or which are subject to the rights of third parties, the entrant is responsible for obtaining, prior to submission of the entry, any and all releases and consents necessary to permit the use and exhibition of the entry by Sponsor in the manner set forth in these Official Rules, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the entry. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any entrant at any time. Failure to provide such proof may, if requested, render the entry null and void. By submitting an entry, entrant warrants and represents that he/she and any persons appearing or who are identifiable in the Entry consent to the submission and use of the entry in the Contest and to its use as otherwise set forth herein.

By submitting an entry, entrant acknowledges and agrees that Sponsor may obtain many entries in connection with this Contest and/or other contests staged and/or promoted by the Sponsor, and that such entries may be similar or identical in design, color, idea, format or other respects to other entries submitted in connection with this Contest and/or other contests sponsored by the Sponsor or submitted for other reasons or other materials developed by the Sponsor. Entrant waives any and all claims entrant may have had, may have, and/or may have in the future, that any entry and/or other works accepted, reviewed and/or used by the entrant may be similar to his/her entry, or that any compensation is due to entrant in connection with such entry or other works used by Sponsor.

**JUDGING:** All eligible entries received will be judged by Sponsor based on the following criteria: ability of the photo to convey a positive image of your experience in Turkey (40%), creativity of the photo (30%), and originality of the photo (30%). The one (1) entry with the highest score will be deemed a winner. All judging will be done by the Sponsor. In the event of a tie, more than one prize will be awarded. Sponsor reserves the right not to award a prize if, in its sole discretion, it does not receive a sufficient number of eligible and qualified entries for the applicable hashtag category. Prize awards are subject to verification of eligibility and compliance with these Official Rules.

**WINNER POSTING:** Entrant agrees that its entries are works of art whose values are subjective and, therefore, Sponsor's decisions are final and binding on all matters relating to this Contest, including judging. Potential winners will have their photos posted online at <http://www.washington.emb.mfa.gov.tr/>, Instagram, Facebook and Twitter, within fifteen days after the end of each contest and may be notified via Instagram, Facebook, Twitter or email. Potential winners will be required to contact Sponsor via (embassy email address for this purpose) within 30 days of potential winner photo posting in order to claim their prize. Potential winners will also be required to complete an Affidavit of Eligibility, Liability and Publicity Release (unless prohibited by law), which must be returned within 30 days of date appearing on prize documents. Return of prize or prize notification as undeliverable, failure to sign and return requested documentation within time specified by Sponsor, failure of a potential winner to respond to Sponsor within time specified, or noncompliance with these Official Rules will result in disqualification and the prize may be awarded to the runner-up.

**PRIZES:** Each monthly winner will have its photo acknowledged as such on Facebook, Instagram and Twitter for a period of at least 30 days. Further, at the sole discretion of the Sponsor an enlarged print of the winning monthly photo may be dry-mounted and/or framed and may grace the office of the Ambassador at the Turkish Embassy in Washington, DC for a period

of 30 days, following which the enlarged print may be given to the winning entrant. The total Approximate Retail Value (“ARV”) of the enlarged print is \$250.00. All prize details not specified herein as being awarded will be at the sole discretion of the Sponsor. All prizes are awarded “as is” with no warranty or guarantee, either express or implied. No substitution, transfer, or cash equivalent of prize is permitted, except by Sponsor, who reserves the right to substitute a prize of comparable or greater value, at its sole discretion. Any and all taxes on the prize, and any other costs, fees, and expenses not explicitly stated herein as being awarded, are the sole responsibility of the prize recipient.

**GENERAL:** By participating, each entrant agrees: (a) to abide by these Official Rules and decisions of Sponsor and judges, which shall be final in all respects relating to this Contest; (b) to release, discharge and hold harmless Sponsor, Instagram, Facebook, Twitter and their respective parents, affiliates, subsidiaries, and advertising and promotion agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the forgoing (collectively, “Released Parties”) from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from entrant’s participation in the Contest or any Contest-related activity or the acceptance, possession, use or misuse of any awarded prize; and (c) to the use of his/her name, voice, performance, photograph, entry, image and/or likeness for programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor and its designees, without compensation (unless prohibited by law) or additional consents from entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so.

In the event of a dispute regarding entries received from multiple users having the same Instagram account, the authorized subscriber of the Instagram account at the time of entry will be deemed to be the entrant and must comply with these Official Rules. Authorized account subscriber is the natural person who is assigned the Instagram account by Instagram. Released Parties are not responsible for misdirected or undeliverable Instagram updates or for any technical problems, malfunctions of any telephone lines, computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. By submitting an entry, each entrant agrees to grant the Sponsor and its designees an exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable right to exploit the copyright, publicity, and database rights entrant has in the entry, and any ancillary and subsidiary rights therein in any media now known or not currently known, with respect to the entry.

The Sponsor reserves all rights, including the right to edit, publish, use, adapt, exploit, modify, copy, disseminate or dispose of any entry, the concepts embodied therein or any elements thereof, proper names, likenesses, addresses and locations, online, in print, film, television, or in any other media for advertising and promotional purposes without compensation or notification to the entrant of any kind, except as prohibited by law.

Released Parties are not responsible for late, lost, damaged, misdirected, incomplete, undeliverable, destroyed, garbled or stolen photos, entries; or for any typographical, human or other errors relating to or in connection with this Contest. Released Parties are not responsible for entries that fail to enter into the Sponsor’s processing system, or that are processed, reported, or transmitted late or incorrectly or are lost or misdirected for any reason including computer,

network, server, Internet Service Provider (ISP), satellite, telephone, cable transmissions, human or other errors; or for electronic, website, or other connections, availability or accessibility or miscommunications or telephone malfunction or error, including inability to access any Web site associated with the Contest or to process any transaction thereon. Sponsor may disqualify anyone from participating in the Contest or winning a prize if, in its sole discretion, it determines that such person is attempting to undermine the legitimate operation of the Contest by cheating, deception or other unfair playing practices, or intending to annoy, abuse, threaten or harass any other entrant or Sponsor's representatives. Any attempt to deliberately undermine the legitimate operation of the contest may be in violation of criminal and civil laws and should such an attempt be made, sponsor reserves the right to seek damages and other remedies (including attorneys' fees) from any such individual to the fullest extent of the law, including criminal prosecution. Sponsor reserves the right in its sole discretion to cancel or suspend any portion of the Contest should causes corrupt the administration, security or proper play of the Contest, and, in the event of cancellation or suspension, to determine the winners from among all eligible entries received up to such time of cancellation or suspension using the judging criteria outlined above.

**SETTLEMENT OF DISPUTES:** Except where prohibited by law, as a condition of participating in this Contest, entrant agrees that (1) any and all disputes and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and first by amicable negotiation with the Sponsor, whom entrant acknowledges is a sovereign state. If such is unable to resolve the dispute, then the Turkish Republic Courts located in Turkey shall have sole and exclusive jurisdiction and shall render a final judgment resolving all outstanding issues. Under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than entrant's actual out-of-pocket expenses (i.e., costs associated with participating in this Contest), and entrant further waives all rights to have damages multiplied or increased.

**CHOICE OF LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the substantive laws of the Republic of Turkey.

**WINNERS' NAMES:** For a list of the winners, visit <http://www.washington.emb.mfa.gov.tr/>, Instagram, Facebook and/or Twitter, within fifteen days after the end of each contest.

**SPONSOR:** Embassy of the Republic of Turkey, 2525 Massachusetts Avenue, NW, Washington, DC 20008.