Submit your photos on this form here.

Mississippi Nature Photography Exhibition Rules

The Pascagoula River Audubon Center (PRAC), 5107 Arthur Street, Moss Point, MS 39563 (Sponsor), is seeking nature photographs for an exhibit at PRAC (August 17, 2019 to September 21, 2019) (Exhibition).

Eligibility: The Exhibition is open to all residents of the United States ages 13 and older. Entrants can submit a digital link via email of up to five (5) Photographs depicting wildlife or nature components on, in, or around Mississippi (Submissions). Photographs must depict a nature or outdoor theme. Topics may include but are not limited to: birds, other animals, spring migration, working on the river, new life, vegetation, and weather. All Photographs must have been taken between January 1, 2019 and July 1, 2019. Photographs taken outside these dates will be disqualified.

Any form of photographic manipulation that alters the original intent of the image is not permitted. Standard optimization of images (cropping, elimination of dust spots, minor adjustments to color, contrast and sharpening) is allowed. The removal, or manipulation, of colors contained within the original image to enable the production of monochrome images is permitted.

How to Enter: To submit Photographs, email a completed Entrance Form and links to your digital Photographs to prac@audubon.org. Links to Photographs from sites like Dropbox or Flickr are recommended. No hard copies will be accepted.

Photographs must meet the following requirements:

- Digital links must be submitted by 5pm on July 13, 2019 using Facebook, Dropbox, Flickr, or another photo sharing site and must include a completed entry form.
- Photographs must *not* contain signatures, watermarks or any other identifying marks.
- All photographers selected for exhibition must be able to produce original jpg's or raw files with complete EXIF data.

Entry Fee: The entry fee has been waived for 2019, but we can accept a donation of \$10 to supplement the cost of refreshments and beverages at the Opening Reception, payable to the Pascagoula River Audubon Center. Registration is not complete until the entry form and digital submission of photographs are received by PRAC.

Donations can be sent to: Pascagoula River Audubon Center 5107 Arthur St. Moss Point, MS, 39563

Judging: Judging will be conducted by a three judge panel to be appointed by the PRAC. Judging will be based on technical quality, originality, and artistic merit. The decisions of the Judges will be final. Entrants will receive notification via email no later than July 20, 2019 if their Photograph/s were selected for Exhibition. Selected Photograph(s) must be printed and framed in dimensions as noted on the entry form (photos must be larger than 6" length/width, and smaller than 24" length/width) and delivered to the Pascagoula River Audubon Center no later than 3pm August 10, 2019. All selected work must be gallery-ready for hanging when delivered to the Center.

The three judge panel will consist of John Fitzhugh, Sonny Weeks, and Bill Colgin. Senior Curator Bill Nelson will be on hand should a tie take place. John Fitzhugh is an award winning photojournalist with WLOX. Bill Colgin is a freelance photographer and has won several photography awards. Sonny Weeks is a professional photographer and has won several photography awards.

Exhibit:

- Up to 30 works will be invited to participate in 2019 exhibit at PRAC.
- Selected works will be featured on the PRAC's Facebook page.

General Conditions

By submitting a Photograph to the 2019 Juried Mississippi Outdoor Photography Exhibition, you agree to the following:

- 1. You represent and warrant that: a) You are the sole and exclusive author and owner of the photograph(s) and all rights therein; b) The photograph(s) have not won any previous awards, prizes or competitions; c) You have the full and exclusive right, power, and authority to submit the photograph and to grant Audubon the rights granted herein, including a worldwide copyright license, upon the terms and conditions set herein; d) No rights in the photograph(s) have been previously granted to any person, firm, corporation or other entity, or otherwise encumbered such that the prior grant would limit or interfere with the rights granted to the sponsors herein; and, e) No part of your photograph(s) defames or invades the privacy or publicity rights of any person, living or decreased, or otherwise infringes upon any third party's copyright, trademark or other personal or property rights.
- 2. You acknowledge that: a) Sponsors have the right in their sole discretion to disqualify any photograph(s) at any time if they determine that the photograph(s) is offensive, inappropriate, or contrary to the Sponsors' reputations, or that you or your photograph(s) have not complied with any of the Official Rules; b) Sponsors are not responsible for misdirected, incomplete, lost, late, undelivered, inaccurate, illegible, or delayed Submissions, for technical, hardware, or software failures of any kind, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmissions, for human, mechanical, typographical, printing, electronic, or network errors, for errors which may occur in connection with the administration of the Exhibition, the processing of Submissions, the announcement of prizes, or any other errors, any of which may limit or affect your ability to participate in the Exhibition; c) You may be disqualified from entering the Exhibition if it is determined by the Sponsors that you engaged in false or deceptive acts; d) By entering the Exhibition, you are not creating a confidential or fiduciary relationship with the Sponsors; e) Sponsors may themselves receive Submissions from other Entrants for this Exhibition, or receive photographs that are similar or identical to your Photograph in theme, idea, format or other respects. You waive any and all claims you may have now or may have in the future that your Photographs are substantially similar in theme, idea or format to any photographs; and, f) Sponsors and their designees have the right, unless prohibited under law, to use your name, city and state of residence, voice, picture and likeness, without compensation, notification or approval, for the purpose of advertising and publicizing the Sponsors' goods and services and publicizing the Exhibition, in any manner or medium, now or hereafter known, worldwide and in perpetuity.
- 3. If any Photograph in your Submission contains any material or elements not owned by you, or which are subject to the rights of third parties, you are responsible, prior to submitting the Photograph, for obtaining any and all releases necessary to permit the use and exhibition of the Photograph in all the manners contemplated by these Official Rules, including, without limitation, permission to use the name and likeness of any person who appears or is identifiable in the Photograph. You may be required to provide proof of these permissions in a form acceptable to Audubon, and if you fail to provide such proof within seven days of request by Audubon, your Photograph will be disqualified.
- 4. You irrevocably grant to Audubon a non-exclusive, worldwide, royalty-free, perpetual license to use the Photograph/s in any manner related to the Exhibition, including all associated use, reproduction, distribution, and commercial and non-commercial exploitation rights in any and all media now known or hereafter invented, including, but not limited to: a) Audubon websites and blogs related to the Exhibition;

- b) any slideshows, brochures, newsletters, articles, reports, calendars and publications related to the Exhibition; c) solicitations for the Exhibition; d) promotions and communications related to the Exhibition; and e) physical, digital galleries, and exhibitions of Submissions, including, but not limited to, exhibitions of Submissions and/or Prize winners at the Pascagoula River Audubon Center. You may be required to execute any documents necessary to perfect such rights in the Sponsors.
- 5. You hereby release Audubon, their parent companies, subsidiaries, affiliates and divisions, and their respective directors, officers, employees, and agents from any and all liability, loss or damage arising from or in connection with your participation or attempt to participate in the Exhibition, and/or the awarding, receipt, use or misuse of a Prize or participation in any Prize-related activities; from claims based on publicity rights, defamation or invasion of privacy; and from claims based on the infringement of or protection of the copyright in your Submission.
- 6. You agree to indemnify, defend and hold harmless the Sponsors against any claims by any third party related to a breach of any of these General Conditions, including, but not limited to, a claim of ownership of any copyright, trademark, or any personal or property rights, libel, defamation, invasion of privacy or right of publicity.
- 7. The Sponsors and their parent companies, subsidiaries, affiliates and divisions, and their respective directors, employees, and representatives make no warranties, and hereby disclaim all warranties, express or implied, concerning the Exhibition and any Prize furnished or awarded in connection with the Exhibition, including, but not limited to, Audubon's ability to award a Prize due to its bankruptcy, insolvency or failure to continue its business. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND THE EXHIBITION ENTITIES HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.
- 8. If your Photograph is determined by Audubon in its sole discretion to be ineligible at any time during or after the Exhibition Entry Period, that Photograph will be removed from the judging. If your Photograph is found to have been ineligible after it was awarded a Prize, you agree to return the Prize or the value of such Prize to Audubon immediately following notification of ineligibility. If you are disqualified by Audubon in its sole discretion for a violation of any of these Official Rules at any time during or after the Exhibition Entry Period, all of your Submissions will be disqualified from the Exhibition and, in the event that any of your Submissions were awarded a prize, you agree to return the Prize or the value of such Prize to Audubon immediately following notification of disqualification.

Upon invitation to exhibit photograph/s and photographer's acceptance, a Loan Agreement and Representation and Commission Agreement for the Moss Point Fine Art Gallery will be completed by the photographer to set pricing and commission.

Privacy

Personal information collected from online entries is subject to Audubon's Privacy Policy, which can be found at <u>audubon.org/privacy-policy</u>; provided, that in the event of any conflict between these Official Rules and such Privacy Policy, the terms and conditions of these Official Rules prevail.

Winner Confirmation

You may obtain the name/city of residence of the photographs invited to Exhibit at Audubon by emailing prac@audubon.org. Requests received before July 20, 2019 will not be honored.

This Exhibition is void where prohibited by law. Exhibition is governed by U.S. law and subject to all applicable federal, state and local laws and regulations.