

2023 PHOTO CONTEST - TIANJIN PLUS

Specifications

Photos must have a **size of at least 500 kilobytes** and maximum 5 megabytes.
Photos must be at least 1600 pixels wide for horizontal image or 1600 pixels tall for vertical image.
Format accepted are JPG or JPEG.

Reward

Jury will choose 3 best photos of each month, and winners' names will be available online at www.tianjinplus.com/photocontest after 1st of each month, and also his/her winning photograph will be published in IMC publications.

The 3 winners will get a Gift Voucher, such a coupon for 2 people to have lunch/dinner at a restaurant, or other kind of gift voucher.

Winners could request gift vouchers by sending their name, address, phone and photo TITLE to following email: photocontest@tianjinplus.com

The best photo will automatically be put forward for our Annual Photo Competition.

Rules

SPONSOR

Sponsor is InterMediaChina, Bin Shui Xi Dao, Magnetic Plaza, Nankai District, Tianjin 300381, China ("Sponsor" or "IMC").

TERM

The 2023 Tianjin Plus Photography Contest begins January 1, 2023 at 9am, Beijing Time and **ends December 31, 2023, 5pm** (the "Contest"). Information on how to enter and prizes form part of these official rules ("Official Rules"). By submitting an entry, each entrant agrees to the Official Rules and warrants that his or her entry complies with all requirements set out in the Official Rules. This is a skill based contest and chance plays no part in the determination of winners.

WHO MAY ENTER

Contest is open only to individuals who have reached the age of majority in their jurisdiction of residence at the time of entry and who do NOT reside in Sudan, Syria or Iran. Employees of IMC, and its subsidiaries and affiliates, and their immediate family members (spouse, parent, child, sibling and their respective spouses, regardless of where they live) or persons living in the same households of such employees, whether or not related are not eligible. CONTEST IS VOID IN PLACES WHERE PROHIBITED.

HOW TO ENTER

Each Entry consists in a single image, and an entry fee. The entry fee is FREE for the first 100 participants. To enter, visit www.tianjinplus.com/photocontest; select the area **Click Here** to submit your photos by email and complete an entry form with the required information, including your name, address, telephone number, email address, and photo caption. Please, submit 1 photo per email in accordance with the instructions that follow.

The Categories for entries are: (1) People, (2) Places, and (3) Nature (the "Categories"). There is no limit on the number of entries per person. Each entry must comply with the following requirements (the "Photograph Requirements"):

Photographs must be in digital format. Only online entries will be eligible. No print or film submissions will be accepted for entry into this Contest. The photograph need not be taken with a digital camera; scans of negatives, transparencies, or photographic prints are acceptable. All digital files must be 5 megabytes or smaller, must be in JPEG or JPG format, and must be at least 1,600 pixels wide (if a horizontal image) or 1,600 pixels tall (if a vertical image).

Photographs must have been taken within ten (10) years before the date of entry and may not previously have won an Annual award in the Tianjin Plus Photo Contest or any, IMC photo contest in the last three years.

Only minor burning, dodging and/or color correction is acceptable, as is cropping. High dynamic range images (HDR) and stitched panoramas are NOT acceptable. Any changes to the original Photograph not itemized here are unacceptable and will render the Photograph ineligible for a prize.

Photographs that include sculptures, statues, paintings, and other works of art will be accepted as long as they do not constitute copyright infringement or fraud; provided entrants must be prepared to provide a release form as described below in "Release." When photographing the work of others, it must be as an object in its environment and not a full-frame close-up of another person's art.

The photograph, in its entirety, must be a single work of original material taken by the Contest entrant. By entering the Contest, entrant represents, acknowledges, and warrants that the submitted photograph is an original work created solely by the entrant, that the photograph does not infringe on the copyrights, trademarks, moral rights, rights of privacy/publicity or intellectual property rights of any person or entity, and that no other party has any right, title, claim, or interest in the photograph.

The photograph must not, in the sole and unfettered discretion of the Sponsor, contain obscene, provocative, defamatory, sexually explicit, or otherwise objectionable or inappropriate content.

The entries in each Category will be judged separately, in accordance with the Judging Criteria, as defined below. All entries must be submitted by email before 15th of each month. Sponsor reserves the right to examine the original photograph/source material in order to confirm compliance with these rules.

RELEASES

If the photograph contains any material or elements that are not owned by the entrant and/or which are subject to the rights of third parties, and/or if any persons appear in the photograph, the entrant is responsible for obtaining, prior to submission of the photograph, any and all releases and consents necessary to permit the exhibition and use of the photograph in the manner set forth in these Official Rules without additional compensation. If any person appearing in any photograph is under the age of majority in their state/province/territory of residence the signature of a parent or legal guardian is required on each release.

Upon Sponsor's request, each entrant must be prepared to provide (within seven (7) calendar days of receipt of Sponsor's request) a signed release from all persons who appear in the photograph submitted, and/or from the owner of any material that appears in the photograph entry, authorizing Sponsor and its licensees ("Authorized Parties") to reproduce, distribute, display, and create derivative works of the entry in connection with the Contest and promotion of the Contest, in any media now or hereafter known. All releases must be in the form provided by Sponsor. Failure to provide such releases upon request may result in disqualification at any time during the Contest and selection of an alternate winner.

Similarly, upon Sponsor's request, each entrant must be prepared to provide (within seven (7) calendar days of receipt of Sponsor's request) a signed written license from the copyright owner of any sculpture, artwork, or other copyrighted material that appears in the photograph entry, authorizing any Authorized Party to reproduce, distribute, display, and create derivative works of the entry in connection with the Contest and promotion of the Contest, in any media now or hereafter known. All releases must be in the form provided by Sponsor. Failure to provide such releases upon request may result in disqualification and selection of an alternate winner.

Finally, upon Sponsor's request, each entrant must be prepared to provide (within seven (7) calendar days of receipt of Sponsor's request) a signed written license from the owner of any private property included in the photograph entry, authorizing any Authorized Party to reproduce, distribute, display, and create derivative works of the entry in connection with the Contest and promotion of the Contest, in any media now or hereafter known. All releases must be in the form provided by Sponsor. Failure to provide such releases upon request may result in disqualification and selection of an alternate winner.

For the purposes of these Official Rules, the entrant will be deemed to be in receipt of Sponsor's request or notification, (a) in the event that Sponsor sends the request by postal mail, five business days after the request was sent by Sponsor, or (b) in the event that Sponsor sends the request by email, on the day that the email was sent by Sponsor.

CONTEST PRIZES

The **First Place** winner of the yearly contest will receive a **Gift Voucher**, and his/her winning photograph will be published in IMC publications. The prize is non-transferable and no cash alternative is available, but it could be exchanged by other type of voucher accepted by the photo contest winner.

Potential winners shall be required to sign and return within ten (10) days following an attempted notification, an Affidavit, Declaration or Certificate of Eligibility, Liability Release, and where legally permissible, a Publicity Release and Warranty of Ownership and License in which the entrant warrants that he/she is the owner of the photograph (and all the intellectual property rights in the photograph submitted) and grants to

Sponsor and its licensees the irrevocable, perpetual, worldwide non-exclusive license to reproduce, distribute, display, and create derivative works of the entry (along with a name credit) in connection with the Contest and promotion of the Contest without additional compensation. Failure to execute and deliver any required documents to Sponsor by the specified deadline may result in disqualification from the Contest, and selection of an alternate potential winner. NONCOMPLIANCE OR RETURN OF PRIZE NOTIFICATION AS UNDELIVERABLE, WHETHER BY REGULAR MAIL OR BY EMAIL, MAY RESULT IN DISQUALIFICATION AND SELECTION OF AN ALTERNATE POTENTIAL WINNER.

No prize transfer, assignment, or substitution by winners permitted. If a prize (or part of a prize) is unavailable, the Sponsor, in its discretion, reserves the right to substitute the original prize (or that part of the prize) with an alternative prize to the equal monetary value and/or specification, unless to do so would be prohibited by law.

JUDGING

Contest consists of three (3) rounds of evaluation. In Round One, each judge in a panel of photographic experts (at least one of whom will be independent of Sponsor) ("Judges") will select ten (10) entries in each Category from among all eligible entries based on the following criteria ("Judging Criteria"): (1) Creativity 50%; (2) Photographic quality 50%. The entries selected in Round One will proceed to Round Two. In Round Two, the Judges will collectively select the best three (3) photos based on the Judging Criteria. In Round Three, the Judges will select the Prize Winner from among the three (3) Winners based on the Judging Criteria. In the event of a tie, the tied entries will be re-submitted to the Judges for a re-judging between the tied entries alone. In the event that a tie remains after re-judging, the entry with the highest score in the creativity criteria will be declared the winner. Winners will be chosen around 20th of each month, and notified by email. Decisions of the judges are final and binding.

LICENSE

By entering the Contest, all entrants grant an irrevocable, perpetual, worldwide non-exclusive license to Authorized Parties, to reproduce, distribute, display and create derivative works of the entries (along with a name credit) in connection with the Contest and promotion of the Contest, in any media now or hereafter known, including, but not limited to: Display at a potential exhibition of winners; publication of a book featuring select entries in the Contest; publication in IMC publications, magazines, web sites or online highlighting entries or winners of the Contest. Entrants consent to the Sponsor doing or omitting to do any act that would otherwise infringe the entrant's "moral rights" in their entries. Display or publication of any entry on an Authorized Party's website does not indicate the entrant will be selected as a winner. Authorized Parties will not be required to pay any additional consideration or seek any additional approval in connection with such use. Additionally, by entering, each entrant grants to Authorized Parties the unrestricted right to use all statements made in connection with the Contest, and pictures or likenesses of Contest entrants, or choose not to do so, at their sole discretion. Authorized Parties will not be required to pay any additional consideration or seek any additional approval in connection with such use.

LIMITATION OF LIABILITY

By entering this Contest, all entrants agree to release, discharge, and hold harmless IMC and its partners, affiliates, subsidiaries, advertising agencies, agents and their employees, officers, directors, and representatives from any claims, losses, and damages arising out of their participation in this Contest or any Contest-related activities and the acceptance and use, misuse, or possession of any prize awarded hereunder.

IMC assumes no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to Contest entries or entry forms; or alteration of entries or entry forms. IMC is not responsible for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email entry to be received on account of technical problems or traffic congestion on the Internet or at any website, human errors of any kind, or any combination thereof, including any injury or damage to entrants' or any other persons' computers related to or resulting from participation, uploading or downloading of any materials related to in this Contest.

In the case of entrants who are Australian or U.K. residents, the preceding two clauses do not operate in respect of any implied condition or warranty the exclusion of which from these Official Rules would contravene any Australian or U.K. statute or cause any part of these Official Rules to be void.

CONDITIONS

THIS CONTEST IS VOID WHERE PROHIBITED. Entrants agree that this Contest shall be subject to and governed by the laws of Hong Kong and the forum for any dispute shall be in Hong Kong, China. To the extent permitted by law, the right to litigate, to seek injunctive relief or to make any other recourse to judicial

or any other procedure in case of disputes or claims resulting from or on connection with this Contest are hereby excluded and any entrant expressly waives any and all such rights. Certain restrictions may apply. Entries void if the Sponsor determines the photograph to not be an original, or if the entries are illegible, incomplete, damaged, irregular, altered, counterfeit, produced in error or obtained through fraud or theft.

By entering, entrants also agree (a) to be bound by these Official Rules; (b) that the decisions of the Judges are final and binding with respect to all matters relating to the Contest; and (c) if the entrant wins that Sponsor may use the winning photographs and each winner's name, photograph, likeness, and/or voice in any publicity or advertising relating to the Contest or future promotions without compensation or approval (except where prohibited by law). All state and local taxes, fees and surcharges and taxes (whether foreign or domestic, and including income, sales, and import taxes) on prizes are the sole responsibility of the prize winners. In the event that the selected winner(s) of any prize is/are ineligible, cannot be traced or does/do not respond within ten (10) days to a winner notification as required by the "Contest Prizes" Rules above, or refuses the prize, the prize will be forfeited and Sponsor, in its sole discretion, may choose whether to award the prize to another entrant.

The Sponsor reserves the right to verify the validity and originality of any entry and/or entrant (including an entrant's identity and address) and to disqualify any entrant who submits an entry that is not in accordance with these Official Rules or who tampers with the entry process. Failure by the Sponsor to enforce any of its rights at any stage does not constitute a waiver of those rights.

RIGHT TO CANCEL OR SUSPEND CONTEST

If for any reason the Contest is not capable of running as planned, due to infection by computer virus, bugs, worms, trojan horses, denial of service attacks, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of IMC that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, IMC reserves the right, at its sole discretion, to disqualify any individual(s) who tamper with the entry process, and/or to cancel, terminate, modify, or suspend the Contest. If Sponsor elects to cancel or terminate the Contest, Sponsor will not retain any rights in the submitted photographs, and will return the fees submitted with each entry.

WINNERS LIST

Entrants are responsible for complying with these Official Rules. Winners' names will be available online at www.tianjinplus.com/photocontest after 1st of each month.

DATA PRIVACY

Entrants agree that personal data, especially name and address, may be processed, shared, and otherwise used for the purposes and within the context of the Contest and any other purposes outlined in these Official Rules. The data may also be used by the Sponsor in order to verify the participant's identity, postal address, and telephone number or to otherwise verify the participant's eligibility to participate in the Contest.

Participants have the right to access, review, rectify, or cancel any personal data held by Sponsor by writing to InterMediaChina, Bin Shui Xi Dao, Magnetic Plaza, Nankai District, Tianjin 300381, China. Personal data will be used by Sponsor and its affiliates exclusively for the purposes stated herein.

NOTICE TO INDIVIDUALS: REMOVAL FROM MAILING LIST: Any individual (or other duly authorized person) may elect to exclude the name and address of that individual from all lists used by IMC to mail skill contests or sweepstakes. To elect to have an individual's name excluded from all such lists, submit a removal request in writing to photocontest@tianjinplus.com This notification system may be used to prohibit mailing of all skill contests or sweepstakes by IMC to such individual.