

**TBO.com Holiday Photo and Video Contest**  
**Official Rules**

1. NO PURCHASE NECESSARY. The TBO.com Holiday Photo and Video Contest (“the Contest”) is sponsored by Media General Operations, Inc. d/b/a TBO.com, 200 South Parker Street, Tampa, Florida 33606 (“Sponsor”). The Contest will begin on December 2, 2011 at 12:01 a.m. Eastern Time (“ET”) and end on December 28, 2011 at 11:59 p.m. ET. The geographical scope of this Contest is Florida.
2. Contest void where prohibited or restricted by law. By entering this Contest, all contestants agree to these Official Rules and to the decisions of Sponsor and the Contest Judges, which are final in all respects.

**Eligibility**

3. Contestants must be amateur photographers/videographers, 18 years or older, and legal U.S. residents of Florida. An “amateur photographer or videographer” is defined as any person who earns no more than ten percent (10%) of his/her annual gross income from photography/videography-related activities or employment. Employees and immediate family members of employees of Sponsor or of its parent company, advertising companies, affiliates, subsidiaries, promotion and delivery contractors and/or public relations companies or any other entity that participated in the creation, operation or fulfillment of this Contest, are not eligible to enter or win. "Immediate family" includes only spouses, parents, siblings and children.

**Entry**

4. Entries will be accepted starting on December 2, 2011 at 12:01 a.m. and ending on December 28, 2011 at 11:59 p.m. (“the Contest Period”). To enter, first take an original unpublished photo or video that related to the holidays and that otherwise meets the “Submission Requirements” below. Then submit your entry using any of the following three (3) methods during the Contest Period:
  - a. Website Entry: Visit [www.tbo.com](http://www.tbo.com) and type in keyword “Holiday Contest 2011.” Follow the prompts to upload your photos and/or videos via our online gallery. or
  - b. E-Mail Entry: Send an e-mail to [jwade@tbo.com](mailto:jwade@tbo.com) with the following required information: Name, complete mailing address, e-mail address, date of birth, telephone number, and description of photo/video, and your photo/video; or
  - c. Mail or Drop Off: On a 3x5 card or 8 ½ x 11 sheet of paper, legibly hand-print the following required information: name, complete mailing address,

e-mail address, date of birth, telephone number, and description of video/photo. Place the card or paper into an envelope along with your photo or video, and either mail or hand-deliver your package to [TBO.com](http://TBO.com) Attn.: TBO.com Holiday Photo & Video Contests, 200 S. Parker St., Tampa, 33606.

5. Online submissions are only complete when the confirmation box alerts you that your submission has been successfully uploaded.
6. Regardless of the method of entry, entries must be received no later than December 28, 2011 at 11:59 p.m. ET. Limit one (1) entry per person. Limit one (1) entry per outer mail envelope. No group submissions will be accepted. All entries become the property of Sponsor and will not be returned.
7. Submission Requirements: All photos/videos submitted must be original and unpublished. Photos must be JPEG format only, at least 300 dpi (1200x1200 pixels), between 4"x6" and 8"x10" and no larger than 10 MB per photo. Do not submit portrait or copyrighted photos/videos. You may send black and white or color photos/videos. No borders or frames may be added. Artistic filters are not permitted. Photos/videos may not be digitally altered or enhanced, except that images may be cropped and rotated as necessary as long as the rectangular format is maintained and the size is within the specifications above. No watermarks, signatures, or copyright notices may be added to the photos/videos. Adding or replacing elements in any photos/videos is not permitted. Any individuals who appear in photos/videos must give written permission for the use of their image if their face is shown.
8. License: By entering this Contest, each contestant grants to Sponsor a non-exclusive, perpetual, worldwide, royalty-free, irrevocable license to copy, distribute, display, adapt, publish and make derivative works from the entry or photo/video, or any portion thereof, in Sponsor's marketing materials in any media now known or hereafter created, including publication and distribution of the story, photo and/or video, or portions thereof, on Sponsor's web site, without further compensation, in connection with the administration, promotion and fulfillment of this Contest.
9. Warranty by Contestant: By submitting a photo or video, each contestant warrants that the photo or video is original, was taken solely by the contestant, does not violate any copyright laws, and does not plagiarize, libel, defame, disparage, slander or otherwise infringe on or violate the rights of any third parties. Each contestant further certifies that he/she has obtained all necessary and appropriate approvals or consents from all persons and entities participating in or otherwise involved with the creation and production of the photo or video. Each contestant agrees to indemnify and hold harmless Sponsor, its parent company and subsidiaries, their respective officers, directors, employees and affiliated organizations, from and against any and all claims, demands, damages, costs,

liabilities and causes of action of whatsoever nature that are based upon or arise out of any breach by the contestant of these Official Rules or the warranties and representations made in this paragraph.

10. The information that you provide in connection with the Contest may be used by Sponsor in accordance with its Privacy Policy, which is found at [www.tbo.com](http://www.tbo.com) and which may be updated from time to time.

### **Prizes**

11. **Grand Prize:** Four tickets in The Tampa Tribune suite for the Thursday, Jan. 12 Tampa Bay Lightning vs. Carolina Hurricanes home game. Prize is valued at \$800.
12. All details of prize shall be at Sponsor's sole discretion. No other items or services except for those expressly included above as part of prize description in these Official Rules will be awarded. Winners are solely responsible for all taxes, fees, and expenses associated with this Contest and redemption or use of prize. Prizes are non-transferable. No prize substitutions will be permitted except that Sponsor reserves the right to award an alternate prize of equal or greater value if it deems necessary.
13. Any portion of any prize not used by any winner is forfeit and no cash substitute will be offered or permitted. All prizes being offered are provided "as is" with no warranty or guarantee either express or implied by Sponsor. Merchandise prizes carry no warranty other than that offered by manufacturers. Sponsor has neither made nor is responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose. Other restrictions apply.

### **Winner Selection**

14. On December 29, 2011 or within a reasonable time thereafter, a panel of judges comprised of TBO editor(s) and Tampa Tribune photographers ("Contest Judges") will judge all entries using the following equally weighted criteria: **originality, expressiveness and relevance to theme**. Subject to verification of eligibility, the contestant whose entries receive the highest overall scores by the Contest Judges will be declared the Winner.

### **Notification & Verification of Winner**

15. Potential winner will be notified by a Sponsor representative via phone and/or email in accordance with the information on his or her entry form and may be

asked to provide Sponsor with valid identification and execute an affidavit of eligibility and, where legal, a publicity release. Acceptable identification includes a valid driver's license or other valid picture ID showing name and address. Faxes will not be accepted. Winners may also be required to sign other legal documents, including tax forms and a release supplied by Sponsor that, among other disclaimers, releases Sponsor and a range of subsidiaries, directors, agents, agencies, affiliates, franchisees, promoters, officers, directors, employees and related persons from any and all liability related to this Contest and the receipt and use of any prize.

16. In the event that any potential winner (a) cannot be contacted directly by Sponsor by 5 p.m. two (2) business days following the day contact is first attempted, (b) fails to satisfy any eligibility or verification requirement herein, (c) declines to accept the prize, (d) or is otherwise determined to be ineligible, Sponsor in its discretion may disqualify that individual, and the contestant whose entry receives the next highest score will be declared the alternate winner. Alternate winners are subject to all eligibility requirements of these Official Rules. If any dispute arises concerning the identity of a contestant, the documented owner of the e-mail account from which the entry was sent shall be deemed the contestant.

### **Publicity Release**

17. By accepting a prize, all winners hereby grant the Sponsor and its agents permission, without further compensation, to use their names, likenesses, photographs, film, voice recordings and images for promotional purposes, if and to the extent allowed by law, including on their respective websites.

### **Miscellaneous**

18. By entering, contestants and winners agree to release Sponsor, the Contest Judges and any affiliates or prize suppliers from any and all claims, liability, damages, losses or injuries of any kind arising out of their acceptance/possession and/or use/misuse of the prizes and/or their participation in the Contest.
19. Sponsor reserves the right to correct typographical or clerical errors in any Contest-related materials. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by selecting the winner from among all legitimate, un-awarded, eligible prize claims in accordance with the previously announced judging criteria.
20. Sponsor is not responsible for entries that are lost, misdirected, or mutilated. Entries are void if incomplete, not legible, or if they contain errors. If for any reason the Contest is not capable of running as planned, including infection by

computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, other causes beyond the control of Sponsor that corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Sponsor reserves the right to cancel, terminate, modify or suspend the Contest, in which event Sponsor will select the winner in accordance with the previously announced judging criteria from among all non-suspect entries received at the time of the Contest cancellation, termination or suspension. Sponsor reserves the right in its sole discretion to disqualify any individual who tampers with the entry process.

21. No responsibility is assumed for: any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure; theft or destruction or unauthorized access to, or alteration of, entries; any problems or technical malfunctions of any telephone network or lines, computer online systems, servers, or providers, computer equipment, hardware, or software; failure of any e-mail or electronic entry to be received on account of technical problems or traffic congestion on the internet or at any website; or any combination thereof, including any injury or damage to contestant's or any other person's computer related to or resulting from participation in or downloading any materials from this Contest.
22. Sponsor reserves the right to prohibit any contestant from participating in the Contest if, at its sole discretion, Sponsor finds such contestant to be tampering with the entry process or the operation of the Contest, or if such contestant repeatedly shows a disregard for, or attempts to circumvent, these Official Rules, or acts: (a) in a manner Sponsor determines to be not fair or equitable; (b) with an intent to annoy, threaten or harass any other contestant or Sponsor; or (c) in any other disruptive manner. Any person attempting to defraud or tamper with this Contest in any way will be ineligible for prizes and may be prosecuted to the full extent of the law. Tampering includes attempting to enter more than the number of entries permitted by these rules including by using an automated device or by using more than one e-mail address. Any failure by the Sponsor to enforce any of these Official Rules shall not constitute a waiver of such Official Rules.
23. ANY ATTEMPT BY AN CONTESTANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE (INCLUDING THE ENTRY SITE) OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAW AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

### **Disputes**

24. By entering the Contest, contestants agree that (a) any and all disputes, claims, and causes of action arising out of or connected with the Contest, or any prizes

awarded, shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorneys' fees; and (c) under no circumstances will any contestant be permitted to obtain any award for, and contestant hereby waives all rights to claim punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses.

25. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the contestants or Sponsor in connection with the Contest, shall be governed by, and construed in accordance with the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of Florida. Any legal proceedings arising out of this Contest or relating to these Official Rules shall be instituted only in the federal or state courts located in the State of Florida, County of Hillsborough and the parties consent to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these rules. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

### **Winners' List/Official Rules**

26. For a copy of the Official Rules or the names of the winners, send a self-addressed, stamped envelope to TBO.com Holiday Photo and Video c/o Tampa Bay Online (TBO), 200 South Parker Street, Tampa, Florida 33606, specifying either "Winners' List" or "Official Rules Request." Winners' names will be available after January 4, 2012.