

The Gallery at KelbyOne

Produced by KelbyOne, LLC

1. **VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**
2. **Submission Period:** The submission period is January 4, 2017 to January 15, 2017 at 11:59PM EST.
3. **Competition Overview:** Entry into this Competition is accomplished by submitting, in accordance with these Official Terms & Conditions, a URL, viewable to the public, to an online album/gallery of a minimum fourteen (14) photos or images to KelbyOne, LLC, via the submission form located on The Gallery at KelbyOne page of Kelbyone.com member website.
4. **Eligibility:** This Competition is open to Entrants who are at least 18 years of age or older by January 4, 2017 and who have an active KelbyOne.com membership. The Host Entity reserves the right to verify an individual's eligibility to participate in the Competition. By participating in this Competition, entrants: (a) agree to be bound by these Official Terms & Conditions and by the interpretations of these Official Terms & Conditions by the Host Entity, and by the decisions of the Host Entity, which are final in all matters relating to the Competition; (b) to release and hold harmless Host Entity and its respective agents, employees, officers, directors, successors and assigns, from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in Competition, or possession, acceptance and/or use or misuse of prize or participation in any Competition-related activity and for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery; and (c) acknowledge compliance with these Official Terms & Conditions.
5. **To Enter:** Visit <http://kelbyone.com/member-gallery/> and complete all the required fields on the online entry form, including (i) submitting a public visible URL up to an online album/gallery of a minimum of fourteen (14) photographs, images or artistic pieces created by you. (ii) submit the Pieces as instructed, including your name and contact information as required on the online entry form; and (iii) are a KelbyOne member. All Pieces and entry form shall be collectively referred to herein as "Submission."

Each Submission must be an original, unpublished work of entrant and not infringe or violate any copyright, trademark, right of publicity or privacy, or

other intellectual property or contractual rights of any person or entity. Only digital entries will be accepted. Submitted URL's do not have to contain high-resolution images; however, if selected you must be able to provide 14 high-resolution images to be printed, matted and framed by the KelbyOne team. Host Entity shall have the right to crop, adapt, and publish any or all of the entries and Pieces, and may authorize others to do so for the purposes of the Competition and for the purpose of displaying the Pieces in The Gallery at KelbyOne or on KelbyOne websites and social properties. By entering this Competition, entrant gives KelbyOne an irrevocable, perpetual, worldwide royalty-free license on use for the Submission on the KelbyOne websites, social properties, magazines, and in promotional/advertising materials, without compensation to the entrant, his or her successors or assigns, or any other person or entity, except where prohibited by law, and entrant waives any right to inspect or approve the finished version(s). Proof of submission will not be deemed to be proof of receipt by Host Entity.

In order to win, entrants must also acknowledge and electronically sign an electronic copy of the terms of these Official Terms & Conditions and a model release acknowledging that KelbyOne will be video recording the Gallery opening and Q&A and may show the recorded video to other Members and/or may use the video for marketing materials on all KelbyOne websites and social properties. All entries submitted in accordance with these Official Terms & Conditions shall be hereinafter referred to as "Eligible Entries". The Prizes presented to Competition winners may change before the ceremony in which they are awarded and are considered "To Be Announced" (TBA). The odds of becoming a winner depend on the number of Eligible Entries received and the quality of the Eligible Entries as according to the Competition Judges.

By entering, all entrants warrant and represent that (a) their respective Submissions are their own 100% original creations; (b) their respective Submissions do not incorporate any intellectual property from any third parties (without appropriate releases); and (c) that their submissions do not violate any rights (including any rights of privacy, rights of publicity or copyrights) of any third parties.

Entrants may be required to provide us with proof that he/she is the authorized account holder of the associated KelbyOne.com membership. In case of suspected plagiarism, fraud or permission dispute alleged in a winning Piece, proof must be provided to the Host Entity with enough reason to merit a disqualification before March 27, 2017. Disqualification will then be subject to the determination of the Host Entity.

6. **Prize Winner(s) Selection/Notification:** Prize Winners will be selected by the Host Entity (the "Judges"). Entries that are deemed inappropriate to the public image of the Host Entity, and/or slanderous, lewd or otherwise offensive will be disqualified, at the Host Entity's sole discretion. The winner will be notified by e-mail and/or phone call by January 25, 2017. If the winner cannot be contacted or does not respond within three (3) days the potential winner forfeits all rights to any Prize(s), and an alternate winner will be chosen for the Prize(s). All decisions of the Judges and/or Host Entity are final and binding in all respects.
7. **Prize Winner Verification:** Each potential Prize Winner must prove eligibility, including, without limitation, proof of age. In the event of non-compliance by a potential Prize Winner, such potential Prize Winner shall be disqualified and all privileges otherwise due as a Prize Winner shall be terminated and an alternative potential Prize Winner may be awarded the prize, in the Host Entity's sole discretion. The Prize Winner must sign within three (3) days of receipt of such documents from Host Entity: (a) an affidavit of eligibility and release of Host Entity and their officers, directors, employees, agents, members, affiliated companies and subsidiaries, from any and all liability, loss, claims, demands, and causes of action for personal injury and/or damage, theft, loss, or any other harm suffered in connection with this Competition directly or indirectly from acceptance, possession, or misuse of any Prize or participation in this Competition to be eligible for the Prize; and (b) except where prohibited by law, a promotional release granting Host Entity the right to use their name and likeness for advertising and publicity purposes without additional compensation. Entry into this Competition constitutes agreement to sign such releases. Prize Winners also must acknowledge that Host Entity has not and will not obtain or provide insurance of any kind relating to the Prize and that Prize Winners will be responsible for obtaining and paying for any form of insurance relating to the prize. Prize Winners must also complete any additional legal documents provided by the Host Entity (or third party on its behalf, if applicable) with respect to the prizes and return them as instructed within the timeframe specified by the Host Entity or Prize Winners may forfeit the prize at Host Entity's sole discretion. All decisions of the Host Entity relating to the Competition are final. The Host Entity expressly reserves the right to delay the announcement of the Prize Winners for creative or technical reasons or for any other reason the Host Entity deems necessary.
8. **Prize Details:**
 - a. Each Prize Winner will receive: (i) A solo gallery showing; (ii) an all expenses paid trip for the winner and one (1) guest to the KelbyOne Headquarters in Oldsmar, FL to appear at their gallery opening.

KelbyOne will work with the winner to schedule the best date for the winner to travel and have their opening.

- b. Actual value of prizes may vary. All prizes shall be collectively referred to hereinafter as the "Prizes".

- 9. **General Prize Terms:** The value of the Prize may be taxable to Prize Winners as income. Prize Winners must supply the Host Entity with his/her necessary tax-related personal information for tax purposes. Upon entry into the Competition, Prize Winners (as well as all other entrants) are required to comply with any and all applicable national/federal, provincial/state, and local laws, rules, and regulations. All federal, state and local taxes, and any other costs not specifically provided for in these Official Terms & Conditions are solely the Prize Winners' responsibilities. The Host Entity shall have no responsibility or obligation to any Prize Winner or any potential Prize Winner who is unable or unavailable to accept or utilize Prizes as described herein.

No substitution, transfer or cash equivalent of Prizes or any portion thereof is permitted. Prizes are non-transferable.

- 10. **General Terms:** Noncompliance with any of these Official Terms & Conditions may result in disqualification. ANY VIOLATION OF THESE OFFICIAL RULES BY A PRIZE WINNER OR ANY BEHAVIOR BY A PRIZE WINNER THAT WILL BRING SUCH PRIZE WINNER OR HOST ENTITY INTO DISREPUTE (IN HOST ENTITY'S SOLE DISCRETION) WILL RESULT IN SUCH PRIZE WINNER'S DISQUALIFICATION AS A PRIZE WINNER OF THE CONTEST AND ALL PRIVILEGES AS A PRIZE WINNER WILL BE IMMEDIATELY TERMINATED.

Host Entity assumes no responsibility for incorrect or inaccurate entry information whether caused by any of the equipment or programming associated with or utilized in this Competition or by any human error which may occur in the processing of the entries in this Competition. Host Entity is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or players on account of technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, or any incomplete, lost, late, delayed, misdirected or garbled Submissions or failure to receive Submissions, including, without limitation, any injury or damage to participant's or any other person's computer related to or resulting from participation or downloading any materials or software or attempts to participate in or download materials or software related to this Competition. Host Entity is not responsible for any typographical or other

error in the printing of the offer, administration of the Competition, or in the announcement of the finalist and/or the Prize Winners. If, for any reason, the Competition (including, but not limited to, any aspect of the online voting process) is not capable of running as planned, or are disrupted or corrupted, including, without limitation, strikes, acts of war or terrorism, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical or system failures, or any other causes beyond the control of Host Entity which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Competition or for any reason Host Entity deems it necessary, Host Entity reserves the right in its sole discretion to cancel, terminate, modify or suspend the Competition or to determine the Prize Winners in their sole discretion. Should the Competition be terminated prior to the stated expiration date, notice will be posted on <http://kelbyone.com/member-gallery/> and the Prize(s) may be awarded to winners to be selected from among all Eligible Entries received up until and or after (if applicable) the time of modification, cancellation or termination or in a manner that is fair and equitable as determined by Host Entity. All interpretations of these Official Terms & Conditions and decisions by Host Entity are final. No software-generated, robotic, programmed, script, macro or other online or text message entries are permitted. Host Entity reserve the right in their sole discretion to disqualify any individual they suspect or find: (i) to have used a software-generated, robotic, programmed, script, macro or other automated online or text message entry; (ii) to have tampered with the entry process or the operation of this Competition; (iii) to be acting in violation of these Official Terms & Conditions; (iv) to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person; or (v) to have provided inaccurate information on any legal documents submitted in connection with this Competition. CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, HOST ENTITY RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. Entrants agree to indemnify and hold harmless the Host Entity from any and all liability resulting or arising from the Competition, to release all rights to bring any claim, action or proceeding against Host Entity, and hereby acknowledge that Host Entity has neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prize(s), including expressed warranties provided exclusively by a Prize supplier that are sent along with the Prize(s).

11. **Request for the Official Terms & Conditions:** For a printed copy of the list of The Gallery Winners and/or the Official Terms & Conditions, send a self-addressed stamped envelope to:

KelbyOne
"The Gallery"
c/o KelbyOne VP of Operations
118 Douglas Road East
Oldsmar, FL 34677

All requests for a copy of the Official Terms & Conditions or list of Winners must be made by December 31, 2017. Please note on the front left-hand corner of your outer envelope that you are requesting either the "Official Terms & Conditions" or "List of The Gallery Winners". Vermont residents may omit return postage if requesting a set of Official Terms & Conditions.

12. **Host:** This Competition is hosted by KelbyOne, LLC, 118 Douglas Road East, Oldsmar, FL 34677.