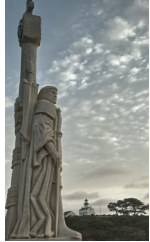




CABRILLO NATIONAL MONUMENT FOUNDATION

2010 "TAKE YOUR BEST SHOT" PHOTO CONTEST



Sponsored by Cabrillo National Monument Foundation

Contestant Entry Form and Release Agreement

Contestant Entry Form

Name: _____

Address: _____

City: _____

State: _____

Zip: _____

E-mail: _____

Daytime Phone: _____

Evening Phone: _____

Age: _____ Occupation: _____

Note: If you are a winner, we will use this information to contact you. (No P.O. Boxes Please)

Photo Title: _____

PRIZES:

GRAND PRIZE:

- Winning photograph displayed on the 2011 Annual Park Pass
- One (1) year Foundation membership at the Supporting Level
- \$50 gift certificate from the Cabrillo Store
- Nik Professional Complete Ultimate Collection photo software package valued at \$599

Second Prize

- One (1) year Foundation membership at the Family Level
- \$25 gift certificate from the Cabrillo Store
- \$50 gift certificate from Nelson Photo Supply

One Each Third, Fourth and Fifth Prizes

- A one (1) year Foundation Membership at the Family Level

Top Ten Photographs

The top ten photographs will be mounted and displayed for varying periods of time at Cabrillo National Monument and possibly other locations as they become available.

Release Agreement

By completing and signing this form and securely affixing it to the back of the mounted photo, the Contestant agrees that he/she has read and will abide by the Contest Rules* and that Cabrillo National Monument and Cabrillo National Monument Foundation have unlimited rights for usage of the winning image, the winner's name, photo, and likeness in any way as outlined in the Contest Rules. Contestant further confirms that he/she is 18 years of age or older.

In addition, by entering, Contestant represents and warrants that the entries submitted:

- Are his/her own original creations
- Do not infringe any other person's or entity's rights
- Have not been submitted previously in a contest of any kind.

Print Name: _____

Signature: _____

Date: _____

Send or deliver entry form and photo to:

Take Your Best Shot Photo Contest 2010
c/o Cabrillo National Monument Foundation
1800 Cabrillo Memorial Drive
San Diego, CA 92106

All entries must be received (not postmarked) by August 31, 2010, at 5 p.m.

LIMIT: Three (3) entries. Individual Entry Form required for each photo entered.

***Please see Contest Rules on back page.**

CABRILLO NATIONAL MONUMENT FOUNDATION 2010 "TAKE YOUR BEST SHOT" PHOTO CONTEST OFFICIAL RULES

**NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.
ALL PRIZES AWARDED STRICTLY IN ACCORDANCE WITH THE OFFICIAL CONTEST RULES.**

1. ELIGIBILITY: Cabrillo National Monument Foundation Photo Contest (the "Contest") is open only to legal residents of the fifty (50) United States (including D.C.), eighteen (18) years of age or older. All employees of Cabrillo National Monument Foundation (the "Sponsor" or "Foundation"); Cabrillo National Monument (the "Park"); their affiliates, trustees, licensees and agents, and their immediate family members and persons living in the same household of each, are not eligible to participate in this Contest. All applicable laws and regulations apply. Void where prohibited.

2. CONTEST PERIOD: The Contest runs between July 1, 2010, and August 31, 2010 (the "Contest Period").

3. HOW TO ENTER: During the Contest Period, deliver or mail the photograph(s) with the signed entry form and release firmly affixed to the back (see Photo Guidelines below), to: Cabrillo National Monument 2010 Photo Contest, c/o Cabrillo National Monument Foundation, 1800 Cabrillo Memorial Drive, San Diego, CA 92106. All entries must be received by August 31, 2010, at 5 p.m. LIMIT: three (3) entries.

For All Entries: The Park and the Sponsor shall have the right to edit, adapt, and publish any or all of the photos submitted, and may use them in any media without attribution or compensation to the contestant, his or her successors or assigns, or any other entity. Submission of an entry in this Contest constitutes entrant's irrevocable assignment, conveyance, and transference to Sponsor of the foregoing right, title, and interest in the entry. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due requests, which are void. In addition, by entering, contestants represent and warrant that the entries that they submit:

- Are his/her own original creations;
- Do not infringe any other person's or entity's rights; and
- Have not been submitted previously in a contest of any kind.

Limit: Each Contestant may enter up to a total of three (3) photographs during the Contest Period. All entries and photographs submitted become the exclusive property of the Park and the Sponsor, and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor.

4. PHOTO GUIDELINES: All photographs must be taken in public access areas on the Park property between September 1, 2009, and August 31, 2010. Photographs submitted may be ANY SIZE, up to and including 11" x 14" in a format that can be used on the Park's annual pass (note: ratio on Park's pass is 3.5" x 2"). The signed entry form and release shall be securely attached to the back of the photo.

Contestants shall retain the original digital file, negative or original slide. No alteration or manipulation of photographs is permitted except for cropping, red eye removal, and/or adjustment of contrast and brightness.

All National Park Service and Park rules must be followed when taking photographs.

Photographer/Copyright. Entries must be submitted by the original photographer. Photographs taken by someone other than you but submitted by you will not be considered. You must be the sole owner of the copyright of any image submitted. Your submission of each photograph is your guarantee that you are the author and copyright holder of such photograph. In addition, by entering, Contestants represent and warrant that the Entries that they submit do not infringe any other person's or entity's rights; and have not been submitted previously in a contest or promotion of any kind.

Ownership/Use Rights. Contestants retain the copyright to their photographs, and all rights thereto, except as follows. The Park and the Sponsor shall have the right to edit, adapt and publish any or all of the photos submitted (collectively, the "Entries"), and may use them in any media in association with the Contest without attribution or compensation to the Contestant, his or her successors or assigns, or any other entity. By entering the Contest, Contestants agree to have their submitted photograph used and displayed, either singly or in combination with others and in any size, on the Park's annual pass and the Park's or Sponsor's websites or in physical displays or exhibits without any fee or other form of compensation due at any time for so long as desired by the Sponsor. Photos will be credited to the Contestant named in the Entry form. Descriptions or titles, if any, used with the photos are in the Sponsors' sole discretion. In the event that ownership of any photograph submitted is challenged in any manner by any person, Sponsor may disqualify that photograph and will discontinue use of the photograph.

5. JUDGING FOR WINNER: A panel of three impartial judges will review all Entries and will determine the top 10 Entries as "Finalists" based on the following criteria: (i) creativity of photograph, (ii) photographic quality, (iii) visual appeal, (iv) appropriateness, (v) ability to show diversity and (vi) richness in the Park ("Judging Criteria"), and appropriate graphics to be placed on the Park's 2011 annual pass which has the dimensions of 3.5" x 2." Each criterion will be given equal consideration. Qualified judges, whose decisions regarding the Contest and related matters are final and binding, will choose the Contest winners from among all Finalists based on the Judging Criteria. There will be one (1) Grand Prize winner, one (1) Second Prize winner, one (1) Third Prize winner, (1) one Fourth prize winner, and (1) one Fifth Prize Winner. Winners will be notified via phone, email or mail by September 22, 2010. Winners must comply with all Contest Rules as published. In the event of a tie for any prize, the Entry judged to be the most creative will win the prize. Winner agrees to conduct any and all media interviews related to the Contest if requested and not to criticize or disparage the Park or the Sponsor during interviews. Failure to comply with Contest rules, return of prize notification or prize as undeliverable, or if a winner is disqualified for any reason will result in forfeiture of the prize, and an alternate winner will be selected by the judges from the remaining eligible entries and awarded the prize.

6. PUBLICITY: Acceptance of any prize shall constitute and signify the winner's agreement and consent that Sponsor may use the winner's name, city, state, likeness, age, occupation, photographs and/or prize information for advertising and promotional purposes worldwide, including the Internet, without limitation and without further payment or consideration, except where prohibited by law.

7. PRIZES:

ONE (1) GRAND PRIZE: Winning photograph displayed on the 2011 Annual Park Pass; a one (1) year Foundation membership at Supporting Level (Supporting level for 2 adults and children) includes Annual Park Pass with unlimited one year park admission for all persons in single vehicle, invitations to members-only events, 15% discount on purchases at the Cabrillo Store, discounts at participating Cooperating Association bookstores in other National Park Service sites, Foundation decal, (\$100 value); a \$50 gift certificate from the Cabrillo Store; Nik Software \$599 Complete Collection. Approximate Retail Value ("ARV"): \$749.

ONE (1) SECOND PRIZE: A one (1) year Foundation membership at Family Level (Family level for 2 adults and children) includes Annual Park Pass with unlimited one year park admission for all persons in single vehicle, invitations to members-only events, 15% discount on purchases at the Cabrillo Store, discounts at participating Cooperating Association bookstores in other National Park Service sites, Foundation decal; (\$75 value); \$25 gift certificate from the Cabrillo Store; \$50 gift certificate from Nelson Photo Supply. ARV: \$150.00

ONE (1) THIRD PRIZE: A one (1) year Foundation Membership at Family Level (Family level for 2 adults and children) includes Annual Park Pass with unlimited one year park admission for all persons in single vehicle, invitations to members-only events, 15% discount on purchases at the Cabrillo Store, discounts at participating Cooperating Association bookstores in other National Park Service sites, Foundation decal. ARV: \$75.

ONE (1) FOURTH PRIZE: A one (1) year Foundation Membership at Family Level (Family level for 2 adults and children) includes Annual Park Pass with unlimited one year park admission for all persons in single vehicle, invitations to members-only events, 15% discount on purchases at the Cabrillo Store, discounts at participating Cooperating Association bookstores in other National Park Service sites, Foundation decal. ARV: \$75.

ONE (1) FIFTH PRIZE: A one (1) year Foundation Membership at Family Level (Family level for 2 adults and children) includes Annual Park Pass with unlimited one year park admission for all persons in single vehicle, invitations to members-only events, 15% discount on purchases at the Cabrillo Store, discounts at participating Cooperating Association bookstores in other National Park Service sites, Foundation decal. ARV: \$75.

For all Prizes: Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Winners are responsible for all taxes and fees associated with prize receipt and/or use. All Prizes will be fulfilled within 8-10 weeks after winners are selected. Approximate Retail Value of all Prizes: \$1,025.

8. GENERAL RULES: By entering or participating in the Contest, Contestants agree to be bound by these Rules. Contestants, by participating in this Contest, hereby waive and release, and agree to hold harmless the Park, the Sponsor, and the Co-Sponsors, and their respective parents, subsidiaries, affiliates, distributors, and all of their respective officers, directors, employees, representatives and agents (collectively the "Released Parties"), from and against, any and all, claims and causes of action which may arise, against any of them for any liability for any matter, cause or thing, including, but not limited to, any injury, loss, damage, whether direct or indirect, to any person, arising in whole or in part, directly or indirectly, from any misrepresentation or failure to comply with Contest Rules, their participation in the Contest, or their participation in any Contest or prize related activity. In no event shall Sponsor be liable to Contestants or any person based on any theory or recovery, whether in contract, tort, or strict liability or otherwise, in an amount in excess of the approximate retail value of the total prizes offered under this Contest. Except where prohibited, Contestant agrees that any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved under the laws of the State of California, without respect to any conflict of law issues, and exclusively by the California State Court.

9. PERSONAL INFORMATION: The personal information collected through the Contest will only be used to conduct the Contest, carry out any publicity as allowed by Contest Rules, or to provide contestant with information about the Park or the Foundation. Reasonable efforts will be made to protect any personal information handled by the Park, the Sponsor, the Co-Sponsors or any agency or vendor of Sponsor,

10. WINNER LIST: To obtain a listing of the winners, send a self-addressed stamped envelope to: Cabrillo National Monument Foundation 2010 Photo Contest, Winners List Request, 1800 Cabrillo Memorial Drive, San Diego, CA 92106. Requests for a winner list must be postmarked by September 30, 2010.

11. Name Removal Notification System: If you would like to be removed from Foundation lists, please contact: Cabrillo National Monument Foundation, Remove From List, 1800 Cabrillo Memorial Drive, San Diego, CA 92106, and your name will be removed within 60 days of the request.

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