

Woods Hole Oceanographic Institution
Our Ocean in Focus
Photography Contest OFFICIAL RULES

THESE OFFICIAL RULES CONTAIN AN ARBITRATION AGREEMENT, WHICH WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST WOODS HOLE OCEANOGRAPHIC INSTITUTION TO BINDING AND FINAL ARBITRATION. UNDER THE ARBITRATION AGREEMENT, (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST WOODS HOLE OCEANOGRAPHIC INSTITUTION ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.

The “Our Ocean in Focus” photography contest (the “Promotion”) begins at 12:00 a.m. EST on August 19, 2020 (the “Promotion Start Date”) and ends at 11:59 PM EST September 2, 2020 (the “Promotion End Date”) (such period referred to herein as the “Promotion Period”). The Promotion is sponsored by Woods Hole Oceanographic Institution, a 501(c)(3) organization (the “Sponsor” or “WHOI”).

1. HOW TO ENTER: NO PURCHASE NECESSARY TO ENTER OR CLAIM PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. Participants may enter the Promotion by (i) uploading a picture that depicts one of the Themes set forth below (the “Photo”) at go.who.edu/photo-contest (the “Website”) and (ii) submitting the corresponding questionnaire on the Website (the “Questionnaire”, and together with the Photo, the “Submission”). To be an eligible entry, all questions in the Questionnaire must be completed, and satisfy all other eligibility criteria in Sponsor’s rules. In addition, to be an eligible entry, participant’s Photo must depict one of the following themes (“Themes”) based on participant’s age:

- a. Participants who are adults (i.e. 18 years of age and above):
 - a. Seascapes: Seaside landscapes; geological or climatological features; and scientific processes or endeavors.
 - b. Marine Life: Any marine animal or plant that supports that is found in our ocean ecosystem.
 - c. Black Water Diving: Show us what you’ve encountered in the deepest of the deep.
 - d. Seabirds: Seabirds of any kind, from anywhere by the shore or over the sea.
- b. Participants who are kids (i.e. between the age of 13 and 17):
 - a. Wonderfully Weird: What is the weirdest thing you’ve seen and captured by the beach? Show us your wonderfully weird photographs.
 - b. Where the Land Meets the Sea: Show us your best photo of shorelines by the ocean

Participation in the Promotion is voluntary and does not require you to purchase anything from Sponsor. No illegible, incomplete, forged or altered entries will be accepted. All entries become the property of Sponsor and will not be returned. All entries are subject to Sponsor’s privacy policy located at <https://www.who.edu/privacy-policy/>. Participants may submit more than one Submission.

2. PRIZE: For adult participants 18 years of age and above (i) there will be five winners (the “Adult Category Winners”), one selected from each of the four Adult Themes (i.e. Seascapes, Marine Life, Black Water Diving, Seabirds) and one Public Choice winner (voted on via online voting platform Wish Pond), each of whom will receive a prize consisting of (a) \$250 prepaid visa gift card (b) Woods Hole Oceanographic Institution swag valued at \$200 and (c) have the Winner’s Submission Photo featured across select WHOI media channels, which may include but not be limited to WHOI’s website, social media accounts, WHOI’s Oceanus Magazine, WHOI’s 2021 Calendar, WHOI’s Ocean Insights weekly newsletter, and (ii) there will be

one grand prize winner (“Adult Grand Prize Winner”) selected from the four Adult Theme Winners who instead of receiving the prize described in (i) will instead receive a prize consisting of (a) a \$1200 travel voucher for air and ground transportation to and from Woods Hole, MA from any location within the 48 continental states, two-night stay in Woods Hole, MA with all meals and accommodations, and a VIP tour of Woods Hole Oceanographic Institution at a mutually-agreed time and date (maximum FMV of \$2,000), (b) Woods Hole Oceanographic Institution swag valued at \$300.00, (c) Adult Grand Prize Winner’s Submission photo on the cover of the Woods Hole Oceanographic Institution 2021 Calendar, and (d) \$1500 cash prize.

For participants between 13 and 17 years of age, (x) there will be three winners (the “Kid Category Winners”), one selected from each of the two kid Themes (i.e. Wonderfully Weird, Where the Land Meets the Sea) and one kid’s Public Choice winner (voted on via online voting platform Wish Pond), each of whom will receive a prize consisting of \$50 prepaid visa card, WHOI swag valued at \$100, and have the Winner’s Submission Photo featured across select WHOI media channels, which may include but not be limited to WHOI’s website, social media accounts, WHOI’s Oceanus Magazine, WHOI’s 2021 Calendar, WHOI’s Ocean Insights weekly newsletter, and (ii) there will be one grand prize winner (“Kid Grand Prize Winner”) selected from the two Kid Theme Winners who instead of receiving the prize described in (x) will receive a prize consisting of \$100 prepaid visa card, WHOI swag valued at \$200 and featured across WHOI’s channels. Whether a participant is considered an adult or a kid will depend on their age as of the date of their entry. Odds of winning are affected by the number of eligible entries received by the Promotion End Date. The total approximate retail value of all prizes is \$ 9300 (actual value may vary). Allow four to six weeks after validation of eligibility for receipt of prize. The Winners will be solely responsible for all other expenses not specifically set forth herein. The Sponsor reserves the right to substitute prizes of equal or greater value. No other substitution or transfer of prizes permitted. The Sponsor is responsible only for prize delivery. In order to receive a prize, the Winners may be required to provide proof of identification, including name, age, address and date of birth. In addition, the Winners may be required to provide additional information as reasonably requested by Sponsor in order to deliver the prizes. Any and all taxes on any prize, including income and/or sales taxes, are the sole responsibility of the Winners. The Winners of any prize with a value of \$600 or greater will be issued a 1099 U.S. Tax Form for the retail value of the prize.

3. ELIGIBILITY:

Participant Eligibility. The Promotion is only open to legal residents of the United States and the District of Columbia (excluding Puerto Rico and all U.S. territories and possessions) who are at least thirteen (13) years of age at the time of entry. If the participant is under 18 years of age at the time of entry, he or she may only enter with the approval of a parent or legal guardian. All prizes won by minors will be awarded to their parents or legal guardians on their behalf. Entries are limited to individuals only; commercial enterprises and business entities are not eligible. By participating in the Promotion, each participant accepts the conditions stated in these Official Rules, agrees to be bound by the decisions of Sponsor and warrants that she/he is eligible to participate in the Promotion. Employees, independent contractors, interns, officers, and directors of Sponsor, affiliates, subsidiaries, advertising, promotion, and fulfillment agencies, and legal advisors, and their immediate family members and persons living in the same household, are not eligible to participate in the Promotion. **THE PROMOTION IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW** and is subject to applicable federal, state and local laws and regulations.

Submission Eligibility. Submissions that are submitted in connection with the Promotion will only be eligible if such Submission (a) meets the entry criteria set forth above in Section 1; (b) is in English; (c) does not disparage Sponsor or any other person or party affiliated with the Promotion; (d) are submitted during the Promotion Period; (e) contains only the original content of the participant; (f) consists of marine wildlife or marine habitats and is photographed in a natural setting (For clarity, photographs of aquariums, pools or other captive locations will not be accepted; photographs of divers touching, baiting, or stressing marine wildlife will

not be accepted); (g) does not include any other identifiable individual other than the individual participant unless prior express consent is obtained from such other individual; and (h) does not contain content that is unlawful, hateful, discriminatory, racially inflammatory, offensive, obscene, or morally or legally objectionable, in the Sponsor's sole discretion; (i) each submission file is named in the following format: Last Name_First Name_Name of Photo_Location_Date; and (j) complies with the following specifications: 4k pixels wide or greater; 11.25 inches x 8.377 inches at 300 dpi or greater; and RGB, JPEG, TIF or raw file. Sponsor reserves the right, in its sole discretion, to disqualify Submissions which Sponsor determines at any time in its sole judgment to fail to meet any of these criteria. Submissions that are not complete or do not adhere to these Official Rules will result in disqualification. No illegible, incomplete, corrupted, forged or altered Submissions will be accepted.

4. USE OF CONTENT/SUBMISSIONS. By submitting Submissions to Sponsor in connection with this Promotion, you automatically represent and warrant that you have the right to grant, and do hereby grant, to Sponsor the paid-up, royalty-free, perpetual, irrevocable, non-exclusive right and license to (a) use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display any such Submissions (in whole or in part) worldwide and/or to incorporate all or any portion of it in other works in any form, media or technology (including the Woods Hole Oceanographic Institution 2021 Calendar) now known or later developed for the full term of any patent, trademark, trade secret, copyright or other proprietary rights of any party that may exist in such Submissions; and (b) use the Submissions, including without limitation, the right and license to make, use, sell, offer for sale, and import any products and/or services (including the Woods Hole Oceanographic Institution 2021 Calendar) which practice or embody, or are configured for use in practicing, all or any portion of the Submissions and the right to practice. BY SUBMITTING AN ENTRY, ENTRANT ACKNOWLEDGES THAT HIS/HER ENTRY MAY BE POSTED ON SPONSOR'S WEBSITE, SOCIAL MEDIA CHANNELS AND OTHER CHANNELS, AND EDITED, IN SPONSOR'S DISCRETION. Inclusion of Submissions in the Woods Hole Oceanographic Institution 2021 Calendar or on Sponsor's website, social media channels or other channels will include attribution to the photographer and you hereby grant Sponsor the paid-up, royalty-free, perpetual, irrevocable, non-exclusive right and license to use your name and other likeness for such purpose. Under no circumstances will Sponsor be required to treat any Submissions as confidential. Sponsor will be entitled to use the Submissions without compensation to you or any other person. For the avoidance of doubt, Sponsor will not be liable to you or any other person for any ideas for Sponsor's business (including, without limitation, product designs or ideas) derived from the Submissions and will not incur any liability as a result of any similarities to the Submissions that may appear in any future products or services of Sponsor. You warrant that the content in the Submission has not been copied from any third party and its use by Sponsor will not infringe or involve the misappropriation of any third party rights and agree to indemnify and hold harmless Sponsor and all other third parties licensed above from and against any breach of this warranty.

5. SELECTION OF WINNERS:

For Theme Categories: following the Promotion Period on September 5th 2020, a panel of qualified judges determined by Sponsor in its sole discretion will select the Adult Category's Seascapes-, Marine Life-, Black Water Diving-, and Seabirds- Themed Winners, Adult Grand Prize Winner, the Kid Category's Wonderfully Weird-, and Where the Land Meets the Sea- Themed Winners, and Kid Grand Prize Winner by determining the highest-scoring Submission in each Theme from among Submissions that meet all eligibility and other rules criteria and are received by the Promotion End Date in each respective Theme based on the following criteria:

- creativity (25%);
- adherence/relevance to selected Theme (25%);
- quality of photo (25%); and
- visual appeal (25%).

The Adult Grand Prize Winner and the Kid Grand Prize Winner will be the Adult Category Winner and Kid Category Winner, respectively, with the highest total score based on the criteria set forth above. In the event of a tie between two or more entrants, the entrant whose Submission received the highest score for adherence/relevance to selected Theme, as determined by the qualified judges, in their sole discretion, will be deemed the Winner among the tied entrants.

For Public Choice Category: Following the Promotion Period, the public will be able to vote digitally for their favorite photograph via the online voting platform Wish Pond and subject to Wish Pond's terms and conditions. WHOI Communications Department and judges will review the presumptive public choice winners to ensure that the Submission meets all eligibility criteria. The winning photograph will be the Submission that meets all eligibility criteria and has received the most votes. In the event of a tie between two or more entrants, the entrant whose Submission was received earliest will be deemed the Winner among the tied entrants.

All Winners will be notified by e-mail using the information provided when the participant entered the Promotion, within approximately forty (40) days of the Promotion End Date. In addition, the Winners will be publicly announced during the week by October 15, 2020 on WHOI's website: www.whoi.edu and shared on social media. Such notification to the Winners shall include instructions for proper acceptance of the prize by the such Winner. In the event a Winner does not accept a prize, a Winner is ineligible, or the prize or prize notification is not deliverable, an alternate Winner may be selected. Sponsor is not responsible for and shall not be liable for late, lost, misdirected or unsuccessful efforts to notify a Winner. Each Winner agrees to Sponsor's use of their name, address, likeness, and/or prize information for promotional purposes in any medium without additional compensation to the extent permitted by law. Where lawful, each Winner may be required to sign and return an Affidavit of Eligibility, Release of Liability, and Publicity Release.

6. CONDITIONS: Sponsor and Wish Pond, and their respective agents, directors, officers, shareholders, employees, insurers, servants, parents, subsidiaries, divisions, affiliates, predecessors, successors, representatives, advertising, promotion, and fulfillment agencies, and legal advisors (the "Released Entities"), are not responsible for, shall not be liable for, and hereby disclaim all liability arising from or relating to: (i) late, lost, delayed, damaged, misdirected, misaddressed, incomplete, or unintelligible entries; (ii) telephone, electronic, hardware or software program, network, Internet, computer or other malfunctions, failures, or difficulties of any kind, whether human or technical; (iii) failed, incomplete, garbled, or delayed computer or e-mail transmissions; (iv) any condition caused by events beyond the control of Sponsor; (v) any injuries, losses, or damages of any kind arising in connection with or as a result of any prize, or any portion thereof that may have been awarded, or acceptance, possession, or use of any prize, or any portion thereof that may have been awarded, or from participation in the Promotion; or (vi) any printing or typographical errors in any materials associated with the Promotion. Sponsor reserves the right, in its sole discretion, to suspend, modify or cancel the Promotion should any unauthorized human intervention or other causes beyond Sponsor's control corrupt or affect the administration, security, fairness or proper conduct of the Promotion. In the event that proper administration of the Promotion is prevented by such causes as contemplated above, Sponsor will pick the Winners from all eligible, non-suspect entries received prior to such action. By participating in the Promotion, participants and Winners agree to release, discharge and hold harmless the Released Entities, and all others associated with the development and execution of the Promotion, from any and all losses, damages, rights, claims and actions of any kind arising out of or relating to the Promotion, participation in the Promotion, any prize, or any portion thereof that may have been awarded, and/or acceptance, possession, use or misuse of any prize, or any portion thereof that may have been awarded, including but not limited to statutory and common law claims for misappropriation or participant's right of publicity. This Promotion shall be governed by Massachusetts law.

7. ARBITRATION AGREEMENT: PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

a. Agreement to Arbitrate. This Section 7 is referred to in these Official Rules as the “Arbitration Agreement.” You agree that any and all disputes or claims that have arisen or may arise between you and Sponsor, whether arising out of or relating to these Official Rules (including any alleged breach thereof), any advertising, any aspect of the relationship or transactions between us, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into these Official Rules, you and Sponsor are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

b. Prohibition of Class and Representative Actions and Non-Individualized Relief. *YOU AND SPONSOR AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND SPONSOR AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON’S OR PARTY’S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY’S INDIVIDUAL CLAIM(S).*

c. Pre-Arbitration Dispute Resolution. Sponsor is always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to the customer’s satisfaction by emailing customer support at legalaffairs@whoi.edu. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (“Notice”). The Notice to Sponsor should be sent to Woods Hole Oceanographic Institution, 266 Woods Hole Road, Woods Hole, MA 02543-1050, Attention: General Counsel (“Notice Address”). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Sponsor and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or Sponsor may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Sponsor or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Sponsor is entitled.

d. Arbitration Procedures. Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association’s (“AAA”) rules and procedures, including the AAA’s Supplementary Procedures for Consumer-Related Disputes (collectively, the “AAA Rules”), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA’s consumer arbitration page, http://www.adr.org/consumer_arbitration. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Official Rules as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the

same damages and relief on an individual basis that a court can award to an individual under these Official Rules and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless Sponsor and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA. If your claim is for \$10,000 or less, Sponsor agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

e. Costs of Arbitration. Payment of all filing, administration, and arbitrator fees (collectively, the “Arbitration Fees”) will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. If the value of the relief sought is \$75,000 or less, at your request, Sponsor will pay all Arbitration Fees. If the value of relief sought is more than \$75,000 and you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, Sponsor will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Finally, if the value of the relief sought is \$75,000 or less, Sponsor will pay reasonable attorneys’ fees should you prevail. Sponsor will not seek attorneys’ fees from you. But, if you initiate an arbitration in which you seek more than \$75,000 in relief, the payment of attorneys’ fees will be governed by the AAA Rules.

f. Confidentiality. All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

g. Severability. Without limiting the severability provision in Section 7 of the these Official Rules, if a court or the arbitrator decides that any term or provision of this Arbitration Agreement other than Section 7(b) above is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court decides that any of the provisions of Section 7(b) is invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void. The remainder of these Official Rules will continue to apply.

h. Future Changes to Arbitration Agreement. Notwithstanding any provision in these Official Rules to the contrary, Sponsor agrees that if it makes any future change to this Arbitration Agreement (other than a change to the Notice Address) while you are a user of the Services, you may reject any such change by sending Sponsor written notice within thirty (30) calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement.

8. WINNERS LIST: The first name, last initial, city and state of the Promotion Winner(s) and a copy of these Official Rules will be available on-line at the Website by October 15th, and for 90 days thereafter.

9. SPONSOR: This Contest is sponsored by Woods Hole Oceanographic Institution, a 501(c)(3) organization. 266 Woods Hole Road, Woods Hole, MA 02543-1050 U.S.A.

10. NOTICE: Sponsor reserves the right to prosecute and seek damages against any individual who attempts to deliberately undermine the proper operation of the Promotion in violation of these Official Rules and/or criminal and/or civil law.

11. Copyright © 2020 Woods Hole Oceanographic Institution. All rights reserved. Woods Hole Oceanographic Institution and the associated logos are trademarks of Woods Hole Oceanographic Institution. Any other trademarks in these Official Rules are used for prize identification purposes ONLY and are the properties of their respective owners.