

2019 Guru Awards

Full Terms & Conditions

Produced by KelbyOne, LLC

1. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.
2. Submission Period: The "Guru Awards" (the "Competition") submission-acceptance period commences once submissions open and ends at 11:59:59 PM (ET) on Sunday, April 28, 2019 (the "Competition Period"). All entries must be received by 11:59:59 PM (ET) on Sunday, April 28, 2019, subject to extension by the Host Entity in its sole discretion.
3. Competition Overview: Entry into this Competition is accomplished by submitting, in accordance with these Official Terms & Conditions, up to nine (9) photos or images to KelbyOne, LLC, via the submission form located on the Guru Awards page of the Photoshop World Conference website.
4. Eligibility: This Competition is open to Entrants who are at least 18 years of age or older by April 28, 2019 and who have paid for or received one or more Full Conference Pass(es) to Photoshop World Conference (the "Conference Pass") at the time of submission of the photos. The Host Entity reserves the right to verify an individual's eligibility to participate in the Competition. Employees (and their immediate families, i.e., parents, spouse, children, siblings, grandparents, step parents, step children and step siblings) of KelbyOne, LLC or its family of companies (the "Host Entity") and its respective affiliated companies, subsidiaries, advertising agencies and third party fulfillment agencies are not eligible to enter Competition. The Competition is not open to residents of Iran, North Korea, Sudan, Myanmar/Burma, Syria, Zimbabwe and any other country or territory where prohibited, taxed or restricted by law. 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://photoshopworld.com/guru> and complete all the required fields on the online entry form, including (i) uploading up to nine (9) photographs, images or artistic pieces created by you ("Pieces") (where the "before" or "un-edited" versions of those Pieces are not counted against submission total, but are provided when necessary); (ii) submit the Pieces as instructed, including your name and contact information as required on the online entry form; and (iii) completed purchase of the Conference Pass at or before the time of entry. Up to nine (9) Pieces per entry are allowed, and only one (1) entry per person/e-mail address will be accepted. All Pieces and entry form shall be collectively referred to herein as "Submission." All Submissions may not be acknowledged, returned or re-submitted after entering. Only fully-completed Submissions are eligible.
6. Along with aesthetically-pleasing compositions, judges will be looking for Pieces which convey a mastery of skill with all equipment and software used in its creation. Any Submission cannot have won a prize in any other photographic competition. 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. Digital files must be sent in png, jpeg (or jpg) format at 72 dpi and must not exceed 3mb (3,000 kilobytes) in file size. Images may be color-profiled in RGB, Adobe-1998, or not color-managed. 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 on the Photoshop World or KelbyOne Sites. By entering this Competition, entrant gives the Sponsorship Entity an irrevocable, perpetual, worldwide royalty-free license on use for the Submission on the Photoshop World or KelbyOne Sites, 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.
7. Entrants must also electronically acknowledge and agree to the terms of these Official Terms & Conditions. 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.

8. 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.
9. In the event of a dispute over who submitted a winning Eligible Entry, the authorized subscriber of the e-mail account used to participate in the Competition at the actual time of entry, will be deemed to be the entrant. The authorized account subscriber is defined as the natural person who is assigned an e-mail address by an Internet access provider, online service provider or other organization (e.g. business, education, institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Entrants may be required to provide us with proof that he/she is the authorized account holder of the associated e-mail address. 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 Sunday, April 28, 2019 . Disqualification will then be subject to the determination of the Host Entity.
10. Prize Winners Selection/Notification: Prize Winners will be selected for the Competition (the "Prize Winners"). Eligible Entries will be judged by a panel of industry professionals selected by the Host Entity (the "Judges"). There will be two (2) rounds of evaluation. In the first round, the Judges will each review the Eligible Entries and select a group of finalists to proceed to round two. In round two, the Judges, using the Judging Criteria, will collectively select the Winners from each of the categories. 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. All finalists will be notified by Phone or e-mail on or before Monday, May 6, 2019. If a potential finalist cannot be contacted, does not respond within three (3) days of finalist notification, or if the finalist notification is returned as undeliverable, such a potential finalist forfeits all rights to any Prize(s), and an alternate finalist will be chosen for the Prize(s). All decisions of the Judges and/or Host Entity are final and binding in all respects.
11. Prize Winner Verification: Each potential Prize Winner must prove eligibility, including, without limitation, proof of age within three (3) days of being notified as a potential Prize Winner. 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.

12. Prize Details:

1. Each Prize Winner will receive: (i) A Guru Awards trophy; (ii) Sponsor-provided prize(s) which are "To Be Announced" at the Guru Awards & Wrap-Up Ceremony.
2. Actual value of prizes may vary. All prizes shall be collectively referred to hereinafter as the "Prizes".

13. General Prize Terms: All costs and expenses in connection with the Prizes are solely the Prize Winner's responsibility. 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.

14. No substitution, transfer or cash equivalent of Prizes or any portion thereof is permitted. Prizes are non-transferable.
15. 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.
16. 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://photoshopworld.com/guru> 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).

17. Request for the Official Terms & Conditions: For a printed copy of the list of Guru Awards Winners and/or the Official Terms & Conditions, send a self-addressed stamped envelope to:
18. KelbyOne "Guru Awards"
c/o KelbyOne VP of Operations
118 Douglas Road East Oldsmar, FL
34677
19. All requests for a copy of the Official Terms & Conditions or list of Winners must be made by December 31, 2019. Please note on the front left-hand corner of your outer envelope that you are requesting either the "Official Terms & Conditions" or "List of Guru Awards Winners". Vermont residents may omit return postage if requesting a set of Official Terms & Conditions.
20. Host: This Competition is hosted by KelbyOne, LLC, 118 Douglas Road East, Oldsmar, FL 34677.