

## **The #RMJM60 Instagram Competition**

### **OFFICIAL RULES**

No Purchase Necessary

#### **1) DESCRIPTION OF THE CONTEST**

The #RMJM60 Instagram Competition is sponsored by RMJM, 80/3 Commercial St, Edinburgh, EH6 6LX. The competition begins on Wednesday 27th July 2016 at 12pm Greenwich Mean Time (GMT) and ends on September 27th 2016 at 12pm GMT. One Competition winner will be selected from the judging criteria below in the week following the competition closing date. By participating in the Competition, each entrant unconditionally accepts and agrees to comply with and abide these Official Rules and the decisions of RMJM, which shall be final and binding.

#### **2) WHO MAY ENTER**

The Competition is open to any person with a registered Instagram account. Entrants under 18 years of age require permission of a parent or guardian. By entering the contest, entrants under 18 years of age indicate that they have obtained the permission of a parent or guardian. Directors, officers and employees, and their immediate family members, or those living in the same household as such directors, officers and employees, of RMJM and their respective parent, affiliated, or subsidiary companies, agents or representatives (collectively "Promotion Entities") are not eligible to enter or win. The Competition is void where restricted or prohibited by law.

#### **3) HOW TO ENTER**

To participate in the Competition, you should have an Instagram account that is open to the public (an account where anyone can see your images). You will not be eligible to participate if your Instagram account posts are set to private. There is no cost to register an Instagram account. During the Competition Period, upload to your Instagram account your Competition entry including the hashtag #RMJM60 in the caption of your uploaded image. Submissions are subject to the usage rights as outlined in Usage Rights of Submissions (#8). Entries will not be acknowledged or returned. Entering the Competition constitutes agreement to Competition terms and conditions.

#### **4) SUBMISSION REQUIREMENTS**

Each image that is entered into the Competition must meet ALL of the "Submission Requirements" set forth below to be eligible (an image that meets all such requirements will be referred to as a "Submission"). Failure to complete any step outlined in, or to follow any of, the Official Rules will result in disqualification of the attempted entry:

- (i) All captions must include the hashtag #RMJM60;
- (ii) The original image needs to be either 420mm x 420mm or 420mm x 594mm (A4)
- (iii) No videos or GIFs will be accepted for entry;
- (iv) The entry must be a still image – no videos will be accepted for entry;
- (v) The image must be a single work of original material taken by the submitting entrant;
- (vi) If the image contains any material or elements that are not owned by the entrant and/or which are subject to the rights of third parties, and/or if any persons appear in the image, the entrant is responsible for obtaining, prior to submission of the image, any and all releases and consents necessary to permit the exhibition and use of the image in the manner set forth in these Official Rules without additional compensation. If any person appearing in any image is under the age of majority in their state/province/territory of residence the signature of a parent or legal guardian is required on each release. In the event a submitting entrant cannot provide all required releases, RMJM reserves the right, in RMJM's sole discretion, to

disqualify the applicable Submission, or seek to secure the releases and clearances for RMJM's benefit, or allow the applicable Submission to remain in the Competition; (vi) the image must not, in the sole and unfettered discretion of the RMJM, contain obscene, provocative, defamatory, sexually explicit, or otherwise objectionable or inappropriate content. Submissions PROJECT NAME | PROJECT NUMBER PG 2 /5 must be received before the end of the Submission Period, and RMJM's database clock will be the official timekeeper for this Competition. Proof of transmission is not proof of receipt. Entrants must not transmit anything that contains viruses or anything else that is harmful to any computer. No responsibility is assumed for late or misdirected entries, or any failure or unavailability of hardware, software, electronic communications, or Internet uploading or other connections. RMJM is not responsible for any changes or effects caused to your mobile phone, computer system or camera or other equipment as a result of submitting an entry; nor for any carrier charges that may be incurred to upload the Submission.

#### 5) WINNER SELECTION/JUDGING

At the end of the Competition Period, a Jury composed of RMJM employees will judge the entries based on the following criteria: aesthetic merit, composition, creativity, and image quality. After narrowing down selections to a final shortlist of ten images from the entrants, the Jury will select one Grand Prize Winner (the "Grand Prize Winner"), and such determination shall be final and binding. Upon selecting the shortlisted ten images, RMJM reserves the right to contact candidates to discuss their work before selecting a winner.

#### 6) PRIZE ONE

(1) Grand Prize: The winner will receive a cash prize of £500 and the winning image will also be featured on Instagram, on the @RMJMOFFICIAL account, on other RMJM social media platforms, and on RMJM.com in a published announcement about the winner. The winning image will be printed and displayed in RMJM studios worldwide. The winner must provide a copy of the original drawing by email that fits either of the following sizes: 420mm x 420mm or 420mm x 594mm (A4).

No substitution, cash redemption or transfer of prizes is permitted except at RMJM's sole discretion or as provided herein. If a prize, or any portion thereof, cannot be awarded for any reason, RMJM reserves the right to substitute a prize of equal or greater value. All federal, state and local taxes, and all other costs associated with acceptance or use of the prize, are the sole responsibility of the winner. Arrangements for delivery of prize will be made after winner validation. Odds of winning a prize depend on the number of entries received. At RMJM's discretion, unclaimed prizes may not be awarded. Prize will be awarded only if the potential winner fully complies with these Official Rules.

#### 7) NOTIFICATION OF THE WINNER

The Winning Contestant will be notified via Direct Message on Instagram by RMJM promptly following the winner selection. If a selected winner cannot be contacted, is ineligible, and/or fails to claim a prize within the applicable time period, RMJM may elect to disqualify the selected winner, who will then forfeit his or her right to receive the Grand Prize. In the event a potential winner is disqualified for any reason, RMJM will award the applicable prize to an alternate winner from among all remaining eligible entries. Except where prohibited, by accepting a prize, the Grand Prize Winner agrees that the Promotion Entities may, without any limitation or further compensation, use his or her name, voice and/or likeness, and winning image in any and all media for the purpose of advertising and promoting the Competition or internally within RMJM.

#### 8) USAGE RIGHTS IN SUBMISSIONS

By entering your Submission in the Competition, you acknowledge and agree that you will retain ownership of any image you submit, subject to the license below. The Promotion Entities and their licensees (“Authorized Parties”) shall have the unrestricted and nonexclusive right to reproduce, distribute, display, edit, adapt, publish, perform, broadcast, modify, and otherwise use each Submission in connection with the Competition and promotion of the Competition, in any and all PROJECT NAME | PROJECT NUMBER PG, whether now known or later discovered, in perpetuity, without further compensation to the entrant or anyone else. Display or publication of any Submission on an Authorized Party’s website does not indicate the entrant will be selected as a winner.

#### 9) REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION

Each person who enters this Competition covenants, represents and warrants to RMJM as follows: (i) the Submission is an original work created solely by the entrant, that the image does not infringe on the copyrights, trademarks, moral rights, rights of privacy/publicity or intellectual property rights of any person or entity, and that no other party has any right, title, claim, or interest in the image; (ii) the Submission is wholly original with entrant and as of the date of submission, is not the subject of any actual or threatened litigation or claim; (iii) the Submission does not and will not violate any applicable laws, and meets the Submission Requirements set forth above. Each entrant hereby agrees to indemnify and hold the Promotion Entities harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder.

#### 10) NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF

Each entrant hereby acknowledges and agrees that the relationship between the entrant and the Promotion Entities is not a confidential, fiduciary, or other special relationship, and that the entrant’s decision to provide the entrant’s Submission to RMJM for purposes of the Competition does not place the Promotion Entities in a position that is any different from the position held by members of the general public with regard to elements of the entrant’s Submission. Each entrant understands and acknowledges that the Promotion Entities have wide access to ideas, stories, designs, and other literary materials, and that new ideas are constantly being submitted to them or being developed by their own employees. Each entrant also acknowledges that many ideas or materials may be competitive with, similar or identical to the Submission and/or each other in theme, idea, format or other respects. Each entrant acknowledges and agrees that such entrant will not be entitled to any compensation as a result of any Promotion Entity’s use of any such similar or identical material. Finally, each entrant acknowledges that, with respect to any claim by entrant relating to or arising out of a Promotion Entity’s actual or alleged exploitation or use of any Submission or other material submitted in connection with the Competition, the damage, if any, thereby caused to the applicable entrant will not be irreparable or otherwise sufficient to entitle such entrant to seek injunctive or other equitable relief, and entrant’s rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

#### 11) IMPORTANT. PLEASE READ - GENERAL RELEASE AND LIMITATIONS ON LIABILITY

By entering the Competition, entrants agree that: (1) Any and all disputes, claims, and causes of action arising out of or connected with the Competition, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (2) Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Competition, but in no event will legal fees be awarded or recoverable; (3) Under no circumstances will any entrant be permitted to obtain

any award for, and entrant hereby knowingly and expressly waives all rights to seek, punitive, incidental or consequential damages and/or any other damages, other than actual out-of-pocket expenses, and/or any and all rights to have damages multiplied or otherwise increased. Each entrant acknowledges and agrees that the Promotion Entities, and Instagram, Inc., are not responsible for any costs, injuries, losses, or damages of any kind arising from or in connection with: (i) Incomplete, lost, late, misdirected or illegible entries or for failure to receive entries due to any cause, including without limitation human, transmission, or technical problems, failures, or malfunctions of any kind, PROJECT NAME | PROJECT NUMBER PG 4 /5 whether originating with sender, with RMJM, or otherwise, that may limit an entrant's ability to participate in the Competition; (ii) Any injury or damage resulting from participation in the Competition and/or the use of any prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to, loss or destruction of property, or any claims, costs, injuries, losses, or damages related to or based on the entrant's rights of publicity or privacy, or the entrant's claim that he or she has somehow been defamed or portrayed in a false light. Promotion Entities assume no responsibility for any damage to an entrant's computer system which is occasioned by accessing the websites of the RMJM, Instagram or participating in the Competition, or for any computer system, phone line, mobile phone, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature, or for the incorrect or inaccurate capture of information, or the failure to capture any information.

#### 12) GOVERNING LAW

All issues and questions concerning the construction, validity, interpretation, and enforceability of these official rules, or the rights and obligations of entrants or RMJM in connection with the contest or in connection with any design submission or other material submitted in connection with the contest, shall be governed by and construed in accordance with the UK laws. The invalidity or unenforceability of any provision of these 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 rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

#### 13) ANNOUNCEMENT OF WINNER

The name of the winner of this Competition will be posted on <http://www.RMJM.com>, along with RMJM's social media platforms such as Instagram, Facebook, Twitter, and LinkedIn.

14) MISCELLANEOUS This Contest is in no way sponsored, endorsed or administered by, or otherwise associated with, Instagram, Inc. [End of Official Rules]