

Jostens North America Photo Contest 2024

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. THIS PROMOTION IS SUBJECT TO ALL APPLICABLE FEDERAL, PROVINCIAL, STATE, AND LOCAL LAWS AND REGULATIONS. OFFERED ONLY IN THE UNITED STATES AND CANADA (EXCLUDING QUEBEC).

1. Sponsor: Jostens, Inc., 7760 France Avenue South, Suite 400, Minneapolis MN 55435, USA (“Sponsor”).

2. Entry Period: The Jostens North America Photo Contest 2024 (“Promotion”) begins at 11:00 a.m. Pacific Time on January 1, 2024, and ends at 11:59 p.m. Pacific Time on March 1, 2024 (“Entry Period”).

3. Eligibility: Entrants must be, as of the date of entry: (A) a legal resident of the fifty (50) United States, the District of Columbia, or Canada (excluding Quebec); and (B) a current middle school, junior high school, or high school student; and (C) 13 years or older (regardless of school grade).

To clarify, for the criterion (A) above: (i) U.S. and Canadian citizens living abroad (*i.e.*, not in their home country of the U.S. or Canada) meet this criterion; and (ii) foreign exchange and international students living in the U.S. and Canada, but who are not U.S. or Canadian citizens, do not meet this criterion and are not eligible.

Anyone between the ages of 13 and 17 or who is under the age of majority in their state, province, or territory of residence (a “Minor”) must obtain the permission of his/her/their parent or legal guardian (“Guardian”) to enter.

Entrants who are high school students may enter in all categories except the “Middle School & Junior High” category. Entrants who are middle school or junior high school students may only enter in the “Middle School & Junior High” category.

Directors, officers and employees of Sponsor, and its affiliates, parents, subsidiaries, and advertising and promotion agencies and their respective immediate families (spouse, parents, siblings and children) and those living in their same households are not eligible to enter or win this Promotion. Entry constitutes entrant’s (or the Guardian’s, in the case of a Minor) full and unconditional agreement to these official rules (“Official Rules”) and to Sponsor’s decisions. The decisions of Sponsor regarding all matters related to this Promotion are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth in these Official Rules.

4. How to Enter; Entry Requirements:

During the Entry Period, entrant must submit to Sponsor via the Promotion webpage, www.jostens.com/photocontest (“Promotion Webpage”), a photo taken by the entrant, by taking the following steps:

(1) Register on the Promotion Webpage by clicking on “My Account” and entering the requested information in the Entrant Form.

(2) Add a photo by clicking on “My Applications,” then "Entry Form" then uploading the photo and inputting the other information requested. Photos must (i) be in digital format; (ii) be a file size of at least 500kb; and (iii) have a file type of jpg/jpeg, png or tif/tiff.

(3) Submit a signed release form (“Release Form”) with each entry. See below for more information.

(4) Submit the entry by entering the photo's entry information then clicking “Save and Finalize” for the entry to be submitted.

Photos must be entered in one (1) of the following categories:

(A) For U.S. High School Students (Grades 9-12):

i. Academics & Community Service. Show students learning, in or out of the classroom.

ii. Graduation. Capture the emotion, color and vibrancy of graduation day. Photos can be from the 2023 graduation as long as the photographer is or was enrolled in high school for the 2023-2024 school year.

iii. Landscape. Landscape photography shows spaces within the world, sometimes vast and unending, but other times microscopic. Landscape photographs typically capture the presence of nature but can also focus on man-made features or disturbances of landscapes.

iv. Photo Illustration & Manipulation. Photos in this category can be posed or electronically enhanced to illustrate a topic or idea. Examples of electronic enhancement include using filters, altering colors, adding/removing objects or people or combining photos.

v. Portrait. Portrait photography or portraiture is photography of a person or group of people that captures the personality of a subject by using effective lighting, backdrops, and poses.

vi. Sports: Athletes in Action. Wherever they are, we're looking for athletes in action.

vii. Sports: Sidelines & School Spirit. Show moments that capture school pride in all its forms.

viii. Student Life & Traditions. Capture student life in a way that showcases school culture and tradition.

ix. Yearbookers in Action. Go behind the scenes and capture the making of the yearbook. Photos of staff selling yearbooks, engaging in team building activities, and traveling to workshops, in addition to working in the classroom, are all welcomed.

(B) For U.S. Middle School and Junior High Students (Grades 6-8): Any school-related topic. Must be taken and entered by a U.S. middle school or junior high school student who meets all eligibility requirements.

(C) For Canadian students (Grades 6-12): Any school-related topic. Must be taken and entered by a Canadian middle school, junior high school, or high school student who meets all eligibility requirements.

All photos must have been taken by the entrant within two (2) years prior to the date of entry and must not have been entered in a prior Jostens Photo Contest.

Except for photos entered in the "Photo Illustration & Manipulation" category: (1) images generated using Artificial Intelligence (AI) are not permitted; and (2) photo editing programs may only be used to enhance the technical aspects of the photo (e.g., correction of white balance, brightness/contrast and exposure), and not to alter the content of the photo (e.g., using filters, changing colors, adding/removing content, compositing).

Sponsor's Release Form is available on the Promotion Webpage. A Release Form must be signed by all individuals who are personally and substantially identifiable in photos entered in this Promotion (including crowds). If any such individual is a Minor, a parent or legal guardian must sign the Release Form. There are two methods for submitting the Release Form: (1) download the Release Form from the Promotion Webpage (available by clicking on "Release Form" in the lower navigation row; print the Release Form; have it signed by the appropriate individual(s); scan or photograph the signed Release Form; and upload the signed Release Form when entering your photo; or (2) download the Release Form from the Promotion Webpage; have the appropriate individual(s) electronically sign the Release Form in the appropriate spaces; save the signed Release Form; and upload the signed Release Form when entering your photo. By entering the Promotion, you (or the Guardian, in the case of a Minor) agree(s) to defend and indemnify Sponsor, upon demand, against any and all claims (including, but not limited to, reasonable attorneys' fees) arising out of any Release Form associated with any photo entry you submit (including, but not limited to, claims arising out of forged signatures and/or the failure of entrant (or the Guardian, in the case of a Minor) to obtain a signed Release Form from an individual appearing in the photo).

Entries must be received during the Entry Period. Limit three (3) entries per person, per category the entrant is eligible to submit entries for. Only the first three (3) entries received from any entrant in a particular category will be eligible; additional entries received from such entrant in that category thereafter will be deemed automatically void. Proof of submission of entry does not constitute proof of delivery of entry during the Entry Period. All entries become the property of Sponsor and will not be returned or acknowledged.

All entries must: (i) be in keeping with Sponsor's image; (ii) not be obscene, indecent or otherwise offensive (in Sponsor's sole discretion); (iii) not defame or invade the publicity or privacy rights of any person, living or deceased; (iv) not infringe, violate or misappropriate any person's or entity's personal or proprietary rights (including copyrights, trademarks or other intellectual property rights); (v) not contain (a) any words, statements or images considered offensive to individuals of any age, race, ethnicity, national origin, religion, sexual orientation or other protected class, or who are disabled, (b) any threats to any person, place, business, group or entity, (c) materials that promote bigotry, racism, hatred or harm against any group or individual or promote discrimination based on age, race, ethnicity, national origin, religion, sexual orientation or other protected class, or disability, (d) any materials that depict illegal acts or are sexually explicit, libelous, obscene, violent, hateful or slanderous, or (e) content not in keeping with Sponsor's reputation and image (in Sponsor's sole discretion); and (vi) not be owned

by a third-party or be subject to any restriction or right that would in any way limit Sponsor's right to use the entry as permitted under these Official Rules (collectively "Content Requirements"). Failure to comply with these Content Requirements, as determined by Sponsor in its sole discretion, is grounds for an automatic disqualification from the Promotion.

By entering the Promotion, each entrant (or the Guardian, in the case of a Minor) grants to Sponsor (and its affiliates, licensees and assigns) a royalty-free, irrevocable, perpetual, sub-licensable, non-exclusive license to use, reproduce, modify, publish, create derivative works from and display his/her/their entry, in whole or in part, and otherwise exploit the entry in all media now known or hereafter devised, throughout the universe, in any way Sponsor sees fit, including (without limitation) entertainment, instruction/education, promotional, advertising and/or marketing purposes. In connection with all rights granted herein, Sponsor (and its affiliates, licensees and assigns) shall also have the irrevocable right to incorporate the entry, in whole or in part, into other works, in any form, media or technology now known or hereafter developed. If necessary, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the entry. ENTRANT (OR THE GUARDIAN, IN THE CASE OF A MINOR) REPRESENTS AND WARRANTS THAT ENTRANT (OR THE GUARDIAN, IN THE CASE OF A MINOR) HAS OBTAINED ALL APPROPRIATE LICENSES AND/OR CONSENTS NECESSARY TO GRANT THE RIGHTS GRANTED TO SPONSOR HEREUNDER (INCLUDING WITHOUT LIMITATION ANY APPLICABLE RELEASE FORMS) AND WILL INDEMNIFY SPONSOR FOR ANY AND ALL CLAIMS ARISING FROM ENTRANT'S (OR THE GUARDIAN'S, IN THE CASE OF A MINOR) FAILURE TO DO SO.

The computer clock of the Webmaster hosting the Promotion is the official timekeeping device. Entries received before or after the Entry Period are void. Entries generated by script, macro or other automated means or entries that do not fully comply with these Official Rules or which subvert the entry process, in the sole discretion of Sponsor, will not be eligible.

5. Selection and Notification of Winner: One (1) Grand Prize Winner (judged the best entry across all categories), ten (10) potential first prize winners (one (1) from each category), ten (10) potential second prize winners (one (1) from each category), ten (10) potential third prize winners (one (1) from each category), ten (10) potential fourth prize winners (one (1) from each category) and ten (10) potential fifth prize winners (one (1) from each category) (all of the foregoing, collectively, "Potential Winners") will be selected on or around April 17, 2024, from among all eligible entries.

A panel of judges, chosen by Sponsor, will judge the entries based on the following criteria:

- (1) Storytelling. The photo should tell a story relevant to the high school, junior high or middle school experience.
- (2) Quality. Photos should lack problems with exposure, sharpness or noise.
- (3) Showstoppers. Judges will be stopped by powerful images. Look for pictures with good actions, reactions and emotions, interesting lighting, peak action, unusual and

different situations and storytelling moments.

(4) Originality. Photos that are only slightly different from previous winners won't be chosen.

(5) Thoughtfulness. Sending multiple copies of the same image or similar images is not a successful technique. Send us your single best image of a subject. Crop your photo for maximum impact before submitting.

6. Prizes:

The following prizes (each listed along with its approximate retail value ("ARV")) are available to be awarded:

(1) One (1) Grand Prize (judged the best entry across all categories), consisting of \$1,000 in the form of a check (paid in U.S. Dollars if the winner is from the United States, and paid in Canadian Dollars if the winner is from Canada) (ARV: \$1000) and an interchangeable lens camera (ARV: \$750).

(2) Ten (10) first prizes (one (1) in each category), each consisting of \$500 the form of a check (paid in U.S. Dollars if the winner is from the United States, and paid in Canadian Dollars if the winner is from Canada) (ARV: \$500) and photography accessories (ARV: \$90).

(3) Ten (10) second prizes (one (1) in each category), each consisting of photography accessories (ARV: \$60).

(4) Ten (10) third prizes (one (1) in each category), each consisting of photography accessories (ARV: \$60).

(5) Ten (10) fourth prizes (one (1) in each category), each consisting of photography accessories (ARV: \$60).

(6) Ten (10) fifth prizes (one (1) in each category), each consisting of photography accessories (ARV: \$60).

Total ARV of all prizes: \$10,050. ARV is calculated in U.S. Dollars (USD).

Limit one (1) prize per person per category.

Potential Winners will be contacted by email or other available means. Potential Winners must meet all eligibility requirements, including the execution and return of any necessary releases and affidavits (by the Guardian, in the case of a Minor). If a Potential Winner does not respond to Sponsor's initial notification and meet all eligibility requirements within seventy-two (72) hours, or if prize/prize notification is returned as undeliverable, Sponsor reserves the right to disqualify such Potential Winner and select an alternate Potential Winner (in which case the initial Potential Winner will forfeit his/her/their prize). In the event that three (3) or more Potential Winners (with respect to the same prize) do not respond to Sponsor's initial notification and meet all eligibility

requirements within seventy-two (72) hours, or if the prize/prize notification to three (3) or more Potential Winners (with respect to the same prize) is returned as undeliverable, Sponsor will not be obligated to select any additional alternate Potential Winners, and if Sponsor so elects, that prize will not be awarded.

Odds of winning depend upon the total number of eligible entries received. Winners may not substitute, assign or transfer any prize or redeem any prize for cash. Sponsor reserves the right to substitute a prize with a prize of equal or greater value if the advertised prize becomes unavailable. Any difference between approximate retail value and actual value of any prize will not be awarded. PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

7. General Conditions: Neither Sponsor nor its agents are responsible for lost, late, incomplete or misdirected entries or other errors of any kind, including (without limitation) incorrect or inaccurate capture of entry or other information or the failure to capture any such information. Neither Sponsor nor its agents are responsible for technical, hardware or software failures of any kind or other errors or problems which may occur in connection with or relating to the Promotion, whether human, computer, network, technical, mechanical, typographical, printing or otherwise, including (without limitation) errors or problems which may occur in connection with the administration of the Promotion, the processing or judging of entries or the announcement of the prizes or that may occur in any Promotion-related materials or limit prize fulfillment or a participant's ability to enter the Promotion. Sponsor further assumes no liability for the cancellation, modification or premature conclusion of the Promotion for acts or defaults of any company or person providing any prize. All such losses or expenses must be borne by the affected participants, entrants and/or winners.

Sponsor reserves the right, in its sole discretion, to suspend, cancel, modify or prematurely conclude the Promotion should any computer virus, malfunction, fraud, tampering, unauthorized intervention or other cause beyond its control corrupt the administration, security or proper operation of the Promotion or should any portion of the Promotion be compromised for any reason. By way of illustration and not limitation, Sponsor may at its sole discretion select winner from entries received prior to action taken or as otherwise deemed fair and appropriate by Sponsor in the event of such compromise or corruption. False or deceptive entries or acts will render the entrant ineligible, and Sponsor reserves the right to disqualify any entrant (and void his/her/its entry) who attempts to undermine the legitimate operation of the Promotion or violates these Official Rules.

Each entrant (or the Guardian, in the case of a Minor), by entering the Promotion, agrees (a) to release, indemnify and hold harmless Sponsor, its affiliates, parents, subsidiaries, advertising and promotion agencies and their respective past and present directors, officers, employees, representatives and agents from and for any liability for any injuries, losses or damages of any kind, to persons or property (including without limitation death; claims based on publicity rights, defamation or invasion of privacy; and any claims based on a violation of a third party's intellectual property rights), resulting in whole or in part, directly or indirectly, from entrant's participation in this Promotion or in any related

activity or entrant's acceptance, possession, use, misuse or nonuse of any prize, including without limitation entrant's failure to comply with the Content Requirements and (b) if such entrant becomes a winner, by acceptance of a prize, except where legally prohibited, grants permission for Sponsor and those acting pursuant to its authority (and agrees to confirm such agreement in writing upon request) to use, as applicable, his/her/their name, photograph, likeness, voice, location and prize information for advertising, trade and promotional purposes without any further compensation, in all media now known or hereafter discovered, worldwide and on the Internet and/or World Wide Web, without notice, review or approval.

Each entrant (or the Guardian, in the case of a Minor) represents and warrants that neither their participation in this Promotion nor acceptance of any prize awarded herein shall be in violation of any federal, provincial, state or local law or rule or any applicable school district/board or school rule or regulation.

All taxes on prizes are solely the responsibility of the winner. When required by applicable law, Sponsor will report the names of the winners and the value of the prize won to the U.S. Internal Revenue Service and Canada Revenue Agency, as applicable. If requested by Sponsor, the Potential Winners will be required to complete, sign and return to Sponsor an IRS Form W-9, or in Canada the Form TD1, prior to receiving the Prize. Failure to complete, sign and return a W-9 or TD1 will result in the winner being disqualified.

If a Potential Winner is determined to be ineligible or not in compliance with these Official Rules for any reason, such Potential Winner will be disqualified, the prize will be forfeited, and an alternate Potential Winner selected and notified.

All entries must be submitted in the name of an individual, and prizes will only be awarded to the individual whose name is on each winning entry, regardless of other circumstances. In the event of a dispute over the identity of any Potential Winner, the entry will be declared made by the authorized account holder of the email address used for entry, and Potential Winner may be required to provide identification sufficient to show that he/she/they is/are the authorized account holder.

Sponsor reserves the right to cancel the Promotion at any time and substitute another promotion in its place.

Failure by Sponsor to enforce any of its rights at any stage of the Promotion does not constitute a waiver of such rights.

8. Privacy: Each entrant (or the Guardian, in the case of a Minor) acknowledges and agrees that any information collected in connection with this Promotion may be used by Sponsor and its affiliates in accordance with Sponsor's Privacy Policy, available at <https://www.jostens.com/about/legal/privacy-policy>.

9. Disputes: Each entrant (or the Guardian, in the case of a Minor) agrees that (1) any and all disputes, claims and causes of action arising out of or in connection with this Promotion, or any prize awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within the State of Minnesota; (2) any and all claims, judgments and awards shall

be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will an entrant be permitted to obtain awards for, and each participant hereby waives all rights to claim, punitive, incidental or consequential damages, any other damages other than actual out-of-pocket expenses and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants and Sponsor in connection with the Promotion, shall be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Minnesota or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Minnesota. Section and paragraph headings are included only for convenience and shall not affect the interpretation of any of the provisions of these Official Rules.

10. Winners List: Winning entries, along with winners' names, will be posted on the Promotion Website on or around May 1, 2024, or as soon as all winners have been confirmed. Further, a list of winners may be obtained by sending a written request along with a self-addressed stamped envelope to Jostens, Inc., Attn: Yearbook Marketing Photo Contest, 7760 France Ave. S, Suite 400, Minneapolis, MN 55435. Requests must be received by August 31, 2024. Vermont residents may omit return postage.

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