



2007 COASTAL BEND Wildlife Photo Contest (CBWPC) Rules & Regulations

(Last updated January 23, 2007)

The mission of the **Coastal Bend Wildlife Photo Contest (CBWPC)**, a 501(c) (3) non-profit organization, is to create an atmosphere of cooperation among businesses, private landowners, and wildlife photographers, where all participants benefit while promoting the conservation and protection of wildlife and habitat. This unique collaboration promotes awareness of the need for conservation and protection of the wildlife and habitat in the newly expanded fourteen counties surrounding Corpus Christi, Texas. Funding is made possible by individuals and businesses that want to preserve the beauty of their community through sponsorships.

1. CONTEST

The **CBWPC** is held in South Texas on odd-numbered years in the following counties: Aransas, Bee, Duval, Goliad, Jim Wells, Kleberg, Live Oak, McMullen, Refugio, Nueces, San Patricio, **Calhoun, DeWitt and Victoria**. The latter three underlined counties were added this year. Also note that **all dates below are related to the year of the contest, respectively, which is in progress unless otherwise noted.**

2. PHOTOGRAPHER

Any professional or amateur photographer, of any age, who has submitted a complete registration form to the CBWPC and has paid in full the applicable Registration Fee on or before January 31. During the host years (2007-2008) of the Images for Conservation Fund (ICF) photographers may only compete in one of the two above mentioned photo contests.

3. LANDOWNER

The owner of any tract(s) of private land within South Texas who has submitted a complete registration form to the CBWPC and has paid in full the applicable Registration Fee on or before January 31.

4. THE MATCHING PROCESS

If requested, the CBWPC will provide assistance in matching Photographers and Landowners. It is the responsibility of the participants to make their own contacts and arrangements. The CBWPC should be notified in writing on or before January 31, of any teams formed.

5. REGISTERED LAND

Landowners must specify each tract of land entered in the Contest on the Landowner registration form. All land specifically identified by a Landowner on the registration form shall be "Registered Land" for purposes of the Contest.

6. PARTNERS

A pair of Landowners or Photographers.

7. TEAMS

A Photographer(s) and Landowner both of whom have submitted a complete registration form and have paid in full the applicable Registration Fee on or before January 31.

8. THE PHOTOGRAPHER / LANDOWNER RELATIONSHIP

It is the sole responsibility of the Landowner member of any Team to establish guidelines for use and access to land. Landowners may require Photographers to sign a release of liability form and show proof of personal liability insurance before allowing access to land.

Any complaint concerning a team member's conduct during the Contest Period should first be discussed between the members of the Team. If the complaint is not resolved among the Team members, then the complaint may be brought to the attention of the Rules Committee. Should the Rules Committee find that a violation of the contest rules has occurred; the penalty for said violation shall be left to the discretion of the Rules Committee and Board of Directors.

9. REGISTRATION FEES

A. PHOTOGRAPHERS: (1) \$400 per Photographer (159 or fewer images); (2) \$250 for limited photographer 20 or less classes. (60 or fewer images entered.) (3) \$500 per two person team (159 or fewer images).

Photographers, professional or amateur, of any age are eligible to compete in the contest. Photographers may enter individually for \$400 or with one other person under one \$500 entry fee. The partnership is limited to three digital images per entered Class and both names must be listed on the entry forms. References to "photographer" mean a single, or a two person photographer partnership. The CBWPC must be notified in writing of any photographer partnership before January 15. (Non-photographic assistance is allowed at no additional expense)

B. LANDOWNERS: \$250 per entry of 1000 acres or less. \$500 per entry of 1000 or more acres \$600 per landowner team (no more than two properties with a combined acreage of 1000 acres)

Landowners who choose to have more than three registered photographers on their property must pay a separate entry fee for each registered photographer. A team of two photographers counts towards the three photographers allowed under one landowner entry fee. Ranches may have more than three photographers; however, the landowner must pay an extra \$250 per additional photographer.

10. REFUNDS

All entries and entry fees are final. Refunds shall only be returned to the entrants if the contest is voided because of lack of participation.

11. REGISTRATION DEADLINE

The registration deadline for all Photographers and Landowners is January 31. The registration form and Registration Fee must be received in the CBWPC office by 5:00 pm on January 31. The CBWPC reserves the right to extend the deadline or refuse fees or forms after this time.

12. CONTEST PERIOD

The Contest begins February 1st and ends June 30. All entries must consist of images taken by the Photographers on Registered Land owned by their Landowner Teammate during the above mentioned contest period.

13. IMAGE FORMATS AND SUBMISSION GUIDELINES

Photographers may choose to shoot either digital or 35mm slide format as specified below.

A. SLIDE IMAGES

Slides must be taken with a Single Lens Reflex (SLR) camera.

SLIDE SUBMISSIONS:

Slides must be full-frame and not cropped or manipulated in any way other than through in-camera manipulation.

Slide entries must be mounted color slides from 35mm slide (positive) film. Slides must be submitted in order for the judges to compare digitized image to its original. (See **ATTACHMENT "A"**; Slide Submission Guidelines for details on how to submit your mounted slides.)

Slide entries must also be scanned (digitized) and submitted on CD or DVD disks. See **ATTACHMENT "B"** for guidelines for digital submissions.

B. DIGITAL IMAGES

Digital photographs must be taken with Digital Single Lens Reflex (DSLR) camera.

Camera specifications – Photographers may use any digital SLR camera capable of photographing in RAW mode, at a minimum of six (6) mega pixels.

Original files –Photographers must include the original camera RAW files, in the format or proprietary file extension name unique to the camera used to capture the image, as part of the digital entry. Example: Nikon = .NEF, Canon = CRW or CR2, Etc.

Out-of-camera digital image processing software file extensions such as Adobe's .DNG will not be allowed.

DIGITAL SUBMISSIONS:

Digital entries must be submitted on CD or DVD disks with up to three entries per paid entry class:

Digital entries shall be submitted in accordance to the Digital Submissions Rules and Guidelines in **ATTACHMENT "B"**

14. UNIVERSAL SUBMISSION GUIDELINES FOR BOTH FORMATS:

Up to three images for each of the listed Classes but no more than 159 images in total may be entered. It is the sole responsibility of the Photographer to take all of the photographs and select those images to be entered into the Contest. It is the sole responsibility and within the sole discretion of the Photographer to determine in which Class an image is entered. Any Image entered in an incorrect class will be disqualified.

Where an image includes an endangered species, the Photographer must notify the Landowner of the presence of said species on his/her property. The Landowner has the right to refuse the use of the image as part of the Entry.

Photographers are required to comply with all Submissions Instructions provided by the CBWPC. Failure to do so will result in disqualification. Photographers may enter up to three images per Class but no more than a total of one hundred fifty nine (159) images.

Photographers may enter only **one** of a group of similar images as an entry. The same subject photographed at essentially the same time, lighting, location and angle of view and with the same or nearly the same focal length lens is essentially a "similar" image" and should not be entered in the contest. If the same subject is taken with a telephoto lens for a portrait and then a wide-angle lens to show the subject in the environment, it is not essentially a similar image. Special consideration might be given to wildlife not depicted in previous editions of *Wildlife Focus I, II or III* (the resulting books of the CBWPC).

For images containing multiple species, it is the photographer's responsibility to choose which animal is the subject of the photograph. The other animal(s) in the photograph is/are considered incidental and does/do not preclude the photographer from submitting another image containing the incidental species, so long as it meets all applicable rules.

15. CONTEST SUBMISSION DEADLINE

Submissions (film or digital) on CD or DVD must be received by the CBWPC or its designated agent by 5:00pm on July 13, regardless of post-marked date. **NO ELECTRONIC SUBMISSIONS BY E-MAIL WILL BE ACCEPTED.** Entries not received by the deadline will not be accepted. The CBWPC does however reserve the right to extend the deadline at its discretion. Entries are limited to photographers and landowners with paid entry fees.

16. MANIPULATIONS: See ATTACHMENT "B" for Allowable and Unallowable Manipulations.

17. ETHIC STATEMENT:

The first priority of the contest is conservation of wildlife and its critical habitat. Contestants must minimize disturbance of wildlife and habitat. Welfare of the subject is the foremost consideration.

18. ETHICS:

A. TREATMENT OF ANIMALS

No photographs of tame or caged animals will be allowed. No animal may be trapped, restrained, or controlled using methods that could potentially injure or cause undue stress. Reptile, amphibian, insect, and arachnid subjects may be carefully restrained but must be released where they were found unless there is a danger to people. If the subject is dangerous to humans, it may be released where risk is minimized. The subject must be released unharmed. (Birds can not be trapped or restrained.) No animal may be transported from outside the entered property to be photographed on that property during the contest period, even if it might be native to that

property. Judges will be asked to severely reduce the score or disqualify photographs of animals that appear to be stressed.

B. SUBJECT MATTER

All images must be composed of **native wildlife and habitat** found on Registered Land of the Landowner member of each Team, except where Exotics are allowed in Division 2H & Division 5G. Entries that include images of subjects located on land other than Registered Land of the Landowner member of each Team shall be disqualified. Entries that include images of animals transported from outside the Registered Land to the Registered Land for purposes of obtaining a photograph during the Contest Period shall be disqualified.

C. VEGETATION

Any vegetation used as a prop must be naturally occurring in South Texas and from that registered property.

D. TECHNICAL

The use of automatic exposure devices, such as infrared triggers and laser beam devices, are allowed so long as they do not violate any of the ethical statements mentioned above.

19. WILDLIFE ENTRY DIVISIONS AND CLASS

These CLASSES do not necessarily represent biological classifications.

See ATTACHMENT "C" for a list of the Division and Class photo entries. Note: This list is subject to change, so be sure you have the latest list before the contest begins by contacting the CBWPC office or website at www.Wildlifephotocontest.com

20. JUDGES & JUDGING

All eligible images will be judged by all of the Judges. Judges will be instructed to select the best photos based on photographic merit. Photographs will be judged on image quality. If digital optimization is overdone or poorly done (including over saturation and over sharpening), it will reflect poorly on the image's score. All Images judged will receive ZERO (0) to FIVE (5) points for photographic merit. A panel of three (3) judges will choose Class and Division winners. Difficulty in obtaining the photo and the rareness of the subject will only be considered to break a tie. At the discretion of the judges, there may be up to three honorable mentions awarded in each class. The contest is structured so that the team with the most accumulated money wins the grand prizes. Decisions of the judges are final. A copy of the Judging Guidelines is available upon request.

The CBWPC has in place a procedure of double-blind judging that should help to ensure the integrity of the contest. Submission requirements attempt to ensure that there should be no way to identify an image as to photographer or landowner. It is important that all entries follow these instructions. Complete and final submission instructions will be sent to each photographer before June 1.

IMPORTANT: The CBWPC Staff, designated volunteers and/or judges may compare the Photographer's final submissions to their 'RAW' format digital images or their 35 mm slide mounted submissions to verify that only allowable manipulations occurred. Any unallowable manipulations will result in that image being disqualified.

21. RULES COMMITTEE

The CBWPC Rules Committee decides all questions of rules interpretation and enforcement. Complaints concerning any alleged rules violations must be submitted to the Rules Committee in writing. The Rules Committee may investigate complaints and all decisions made by the CBWPC Rules Committee are final.

22. AWARDS – (See ATTACHMENT "D" for Listing of Award Distribution Totals.)

23. SLIDE RETURN

Winning and non-winning slides will be returned as soon as reasonably possible following the year of the contest. All winning slides will be returned pending final color correction of the book. Photographers must enclose a \$25 check or money order made out to "CBWPC," or photographers must send CBWPC their FedEx account number (or credit card account number and appropriate information), along with a pre-addressed FedEx (or equivalent) label. CD and DVD disks will not be returned.

24. DAMAGED CD OR DEFECTIVE FILES or SLIDES

The CBWPC takes reasonable precautions to protect the images submitted for judging. If any of the CDs are received damaged, the Photographer will be notified.

The CBWPC urges Photographers to ensure that their images are viewable and all files are capable of opening on a computer that is not the Photographer's primary computer.

If the CBWPC Staff, designated volunteers, and/or judges are unable to open any files (JPG and/or TIF, RAW files) the Photographer will be notified. The submitted image will be ruled defective and disqualified. If this were to occur, the Photographer may appeal this decision to the CBWPC Rules Committee and request to cure the defective image but not replace it, provided that judging has not commenced.

25. OWNERSHIP & USE OF IMAGES

Images remain the property of the Photographer. The CBWPC and sponsors reserve certain rights to use the images for their purposes, including, but not limited to, production of brochures, promotion of future contests, public relations, advertising, education, books and a traveling photo gallery. Sponsors of \$1,000 or more receive at least one print. Photographers entering the Contest must consent to the CBWPC and its Sponsors' use of their images.

Sponsors of \$3,000 or more are granted commercial rights to use images at the rate of one image per \$1,000 sponsorship to promote their businesses for any one continuous year during the two-year period starting January 1, through December 31, of the following year. Sponsors may not sell images. Sponsors who use images must credit the CBWPC and the Photographer/Landowner Team. Any additional use of the images must be negotiated directly with the Photographer. It is agreed that all commercial rights end after the use of the images for two years and any images kept in Sponsor files, in any form, must be destroyed.

The CBWPC reserves the right to market prints of winning images. Net proceeds after deducting costs will be split 60% to the CBWPC and 40% to the Photographer. This is not an exclusive right and Photographers may also sell their own prints. The CBWPC Photo Contest Office has sole discretion to set the price of the prints it sells.

26. DISPUTE RESOLUTION

By entering the Contest, each entrant agrees that any controversy or claim arising out of or relating to participation in the contest shall be settled by arbitration, before a single arbitrator, administered by the American Arbitration Association under its commercial arbitration rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The locale of the arbitration shall be in Corpus Christi, Texas, and shall not be subject to transfer to another venue or locale for any reason. By entering the contest, each entrant further agrees that he/she will not commence or participate in any litigation or proceeding, either as a Class representative or as a Class member, and that he/she will never seek to obtain from sponsor awards for, and he/she hereby waives all rights to claim, statutory, punitive, incidental or consequential damages, or any other damages, including attorney's fees, other than actual out-of-pocket expenses (i.e., costs associated with entering this contest).

27. GOVERNING LAW

This Contest controlled by the CBWPC, its offices within the State of Texas, United States of America. The entrant does not have to be a resident of Texas. As each state has laws and regulations that may differ from those of Texas, by entering this Contest you agree that the statutes and laws of the State of Texas, without regard to conflicts of laws principles thereof, will apply to the Contest, these Official Rules, the entire relationship between CBWPC and the entrants, and any legal proceeding arising there from (whether grounded in tort, contract, law or equity). In the case of a dispute, subject to the provisions of the Dispute Resolution paragraph above, you agree any litigation arising between the parties hereto shall be brought only in the state or federal courts having subject matter jurisdiction in Nueces County, Texas. You hereby irrevocably and unconditionally consent to the jurisdiction of any such court and hereby irrevocably and unconditionally waive any defense of an inconvenient forum to the maintenance of any action or proceeding in any such court, any objection to venue with respect to any such action or proceeding, and any right of jurisdiction on account of the place of residence or domicile of any party thereto.

28. TAXES AND FEES

The winner shall be solely responsible for any and all taxes and fees, including attorney fees and fees of any kind imposed upon or arising out of successful participation in the Contest. Entrants will pay their own federal income taxes and any excise tax or personal property tax. Winning participants will be required to fill out a W-9 in order to receive a check for any prize money as required by the Internal Revenue Service.

29. INDEMNIFICATION BY PARTICIPANTS

By entering the Contest, entrant: (a) releases and holds harmless the CBWPC and its sponsors, subsidiaries, affiliates, employees, directors, officers, suppliers and agents from any and all liability for any injuries, loss or damage of any kind to persons, including death, or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any prize, participation in this Contest, or participating in any prize-related activity; and (b) agrees to forthwith defend, fully indemnify and hold completely harmless the CBWPC and its sponsors, subsidiaries, affiliates, employees, directors, officers, suppliers and agents from any and all claims by third parties without limitation.

30. CONDUCT

By entering this Contest, entrants agree to be bound by these Contest Rules. Entrants further agree to be bound by the decisions of the judges, which shall be final and binding in all respects. The CBWPC reserves the right, in its sole discretion, to disqualify any entrant it finds to be: (a) tampering or attempting to tamper with the entry process or the operation of the Contest; (b) violating the Contest Rules; (c) acting in an unsportsmanlike or disruptive manner, or with intent to annoy abuse, threaten or harass any other person.

31. DISQUALIFICATION

Violation of any of these rules or federal, state or local laws by any Photographer or Landowner will result in disqualification and forfeiture of Registration Fees and all prize money. A second disqualification in a subsequent contest will result in permanent ineligibility of that Photographer or Landowner. The Rules Committee will resolve all complaints, disputes and any questions. All decisions of the Rules Committee are final. The CBWPC reserves the right to audit and verify the location of any winning photograph. If a violation is discovered after the completion of the contest, any prize money received shall be returned to the CBWPC. If the prize money is not returned, the CBWPC shall have the option of legal action to enforce compliance.

32. LAWS

These are the CBWPC Rules & Regulations. This Contest is subject to all federal, state and municipal laws and regulations. These Contest Rules are subject to change without notice in order to comply with any applicable federal, state and municipal laws or the policy of any other entity having jurisdiction over the CBWPC.

33. TERMINATION

Subject to the jurisdiction of Nueces County, Texas, the CBWPC reserves the right to amend or terminate all or any portion of this Contest at any time for any reason without prior notice.