

Captured Photo Contest

Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: Captured Photo Contest (the "Contest") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry and who did not purchase any equipment for the purposes of entering this Contest. Employees of Federated Media Publishing, Inc., Hosting Websites (defined below), ePrize, LLC, and any of their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Contest is subject to all applicable federal, state, and local laws and regulations and is void where prohibited.

2. Sponsor: Federated Media Publishing, Inc., 72 Townsend Street, San Francisco, CA 94107.
Administrator: ePrize, LLC, One ePrize Drive, Pleasant Ridge, MI 48069. This promotion is not produced, sponsored or executed by Best Buy Stores, L.P.

3. Agreement to Official Rules: Participation in this Contest constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to this Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

4. Timing: The Contest begins on December 5, 2011 at 12:00 a.m. Eastern Time ("ET") and ends on December 24, 2011 at 11:59 p.m. ET (the "Contest Period"). The computers of each of the Hosting Website are the official time-keeping device for the Contest.

5. How to Enter: During the Submission Phase, follow the links and instructions from any one of the following Hosting Websites to enter the Contest:

Inhabitat:	http://www.inhabitat.com/ ,
My Modern Met:	http://www.mymodernmet.com/
Design Mom:	http://www.designmom.com/ ,
Girl's Gone Child:	http://www.girlsgonechild.net/ ,
Mighty Girl:	http://mightygirl.com/ ,
Oh Happy Day:	http://ohhappyday.com/ .

Visit www.flickr.com and upload a photo that displays a family memory. In order for your photo to be considered in this Contest you must (1) mark the photo as "public" and (2) tag it with one (1) of the following tags depending on the Hosting Website:

Inhabitat:	#CapturedPhotoContest_Inhabitat
My Modern Met:	#CapturedPhotoContest_MyModernMet
Design Mom:	#CapturedPhotoContest_DesignMom
Girl's Gone Child:	#CapturedPhotoContest_GirlsGoneChild
Mighty Girl:	#CapturedPhotoContest_MightyGirl
Oh Happy Day:	#CapturedPhotoContest_OhHappyDay

If you do not have a Flickr account, you may create one. Flickr accounts are free, but are subject to the following terms and conditions: <http://info.yahoo.com/legal/us/yahoo/utos/utos-173.html>. Your photo will be herein referred to as your submission ("Submission"). Entrant must have permission from any individuals that appear in the Submission to use their likeness in the Submission and to grant the rights set forth herein. If requested, entrant must be able to provide such permissions in a form

acceptable to Sponsor. By uploading your Submission, you agree that your Submission conforms to the Photo Guidelines and Content Restrictions as defined below (collectively, the "Guidelines and Restrictions") and that Sponsor, in its sole discretion, may disqualify you from the Contest if it believes that your Submission fails to conform to the Guidelines and Restrictions.

Photo Guidelines:

- The Submission must conform with all Flickr requirements.
- The Submission must be marked as "public";
- The Submission must be tagged with one (1) of the above listed hashtags; and
- The Submission cannot have been submitted previously in a promotion of any kind.

Content Restrictions:

- The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- The Submission must not disparage Sponsor, Hosting Websites, Administrator or any other person or party affiliated with the Contest;
- The Submission must not contain brand names or trademarks other than those owned by Sponsor, which entrant has a limited license to use to incorporate in his/her Submission in this Contest;
- The Submission must not contain images or artwork not created by entrant;
- The Submission must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where Submission is created.

Limit: Each entrant may upload a total of five (5) Submissions during the Contest Period. Submissions received from any person, email address or Flickr account in excess of the stated limit will be void. Submissions generated by script, macro or other automated means are void. Uploading a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, 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 Submission. Released Parties (as defined in Section 9, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Submissions; all of which will be void.

In the event of a dispute as to any Submission, the authorized account holder of the Flickr account used to register will be deemed to be the entrant and must comply with these Official Rules. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the Flickr account. Each entrant may be required to show proof of being an authorized account holder.

6. Winner Determination: After the Contest Period, a panel of qualified judges determined by each Host will judge and score all of the eligible Submissions based on application of the following criteria ("Judging Criteria"):

- Creativity/Originality (33%);
- Quality of Submission (33%); and
- Best displays a family memory (34%)

Each Host will select the entrant with the highest scoring Submission as the potential Grand Prize winner. In the event of a tie, the entrant whose Submission received the highest score for "Best displays a family memory," as determined by the qualified judges for each Hosting Website, in their sole discretion, will be deemed the applicable Grand Prize winner. Sponsor reserves the right to select fewer than six (6) Grand Prize winners, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions.

7. Winner Requirements: Sponsor will notify potential winners through Flickr-mail on or around January 16, 2011. Each potential Grand Prize winner will be required to provide a complete mailing address (no P.O. Boxes permitted) for prize fulfillment purposes in response to this notification within five (5) days of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner cannot be contacted, does not provide a mailing address, does not comply with these Official Rules, or prize is returned as undeliverable, potential winner forfeits the prize. If a potential winner is disqualified for any reason, the prize may be awarded to a runner-up, if any, in Sponsor's sole discretion. Only three (3) alternate winners may be determined, after which the applicable prize will remain unawarded. Acceptance of any prize shall constitute and signify each winner's agreement and consent that Sponsor and its designees may use the winner's name, city, state, likeness, photo, Submission and/or prize information in connection with the Contest for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law. Without limiting the generality of these Official Rules, each winner shall irrevocably grant, transfer, convey and assign to Sponsor the entirety of the rights in and to the Submission and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the rights to use the Submission for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity. Each winner accepts and acknowledges that Sponsor shall not be obligated to use the Submission and that Sponsor in its sole discretion shall have the right to refrain from using the Submission. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. Each winner will indemnify Sponsor, Released Parties (as defined in Section 9, below) and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms. Prizes will be fulfilled 8 – 10 weeks after end of Contest.

8. Prizes: SIX (6) GRAND PRIZES (One (1) per Hosting Website): \$500 Best Buy® gift card. Terms and conditions of the gift card apply. Approximate Retail Value: \$500. Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Limit: One (1) prize per person.

9. Release: By receipt of any prize, winners agree to release and hold harmless the Sponsor, Hosts, Administrator and their respective parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of any prize.

10. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any other factor impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. If terminated Sponsor may, in its sole discretion, determine the winners from among all non-suspect, eligible Submissions received up to time of such action using the judging procedure outlined above. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the Submission process or the operation of the Contest or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated Submissions. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

11. Limitations of Liability: Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Submission process or the Contest; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading, the processing or judging of Submissions or votes or the tabulating of votes, the announcement of the prizes or in any Contest-related materials; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize (including any travel/activity related thereto). Released Parties are not responsible for misdirected or undeliverable Submissions or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for any unauthorized third party use of any Submission.

12. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for 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 the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

13. Entrant's Personal Information: Information collected from entrant is subject to ePrize, LLC's Privacy Policy <http://www.eprize.com/privacy-policy> and Sponsor's Privacy Policy <http://www.federatedmedia.net/privacy-policy/>.

14. Winner List: For a winner list, visit <http://bit.ly/t9kMmQ>. The winner list will be posted after winner confirmation is complete.

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