

Zenfolio “Moving Moments” Contest - Official Rules

Eligibility

The Zenfolio “Moving Moments” Contest (the “Promotion”) is operated by Art.com, Inc., the parent company of Zenfolio Inc. (together, “Art.com”).

Eligibility

The Promotion is open only to people who are at least 18 years old as of their date of entry and reside in the United States. Employees of Art.com, Zenfolio or any related companies, as well as the immediate family (spouse, parents, siblings and children) and household members of any such employee, are not eligible. No purchase necessary to enter. Subject to all applicable federal, state and local laws and regulations. The Promotion is void where prohibited.

Participation constitutes any entrant’s full and unconditional agreement to these Official Rules and our decisions regarding the Promotion, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

Participation also constitutes any entrant’s agreement to the terms of the Artwork License set forth below.

Prizes

One (1) grand prize winner will be selected. The grand prize winner will be eligible to receive an iPad Air 2 tablet computer, valued at \$599.00.

In addition, twenty (20) webinar participants will be chosen randomly to receive a free copy of Flixel *Cinemagraph Pro* design software, valued at \$100.00 per copy.

The total approximate retail value (“ARV”) of all prizes is \$2,599.00. An entrant’s odds of winning a prize depends on the number of eligible entries received during the Entry Period and the determinations of the Promotion judges. All federal, state and local taxes, if any, and all other costs and expenses associated with acceptance or use of the prize, are the sole responsibility of the prize winner.

How to Enter; Entry Period

To enter the Promotion, you must first send an email to marketing@zenfolio.com with “Attend Flixel Webinar” in the subject line by December 26, 2014. Flixel will send you an invitation to the webinar. Then, attend the webinar on January 13, 2015 and submit your Flixel artwork by no later than 11:59 p.m. Eastern Time on January 23, 2015.

Selection of Winner; Judging Criteria

The grand prize winner will be selected by Art.com. In selecting the winner, Art.com will judge each entry based on visual impact, originality and artistic and judicious use of the Flixel *Cinemagraph Pro* design software.

Submissions may not (i) infringe the copyright, trademark, publicity right or other intellectual property right of any party, (ii) contain any content that is unlawful, harmful, obscene, hateful, threatening, abusive, defamatory, harassing, libelous, invasive of another's privacy, or is otherwise objectionable, or (iii) constitute any form of advertisement or commercial solicitation ("Submission Requirements"). Entries in violation of the foregoing will be disqualified.

Art.com's decisions as to the administration and operation of the Promotion and the selection of the winner are final and binding for all purposes and may not be challenged by any entrant.

Notification of Eligible Winner; Verification of Winner

The selected eligible winner will be notified on or about February 6, 2015. The eligible winner will be notified by email at the email address provided by them. Subject to verification by Art.com, the eligible winner will receive his or her prize within four (4) weeks after final determination of the winner.

The eligible winner is not a winner of any prize unless and until such entrant's eligibility has been verified and we have notified such entrant of such verification. The eligible winner must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. If the eligible winner cannot be contacted and verified, he or she forfeits the prize. In such event, the prize will be awarded to the next best alternate winner as determined by Art.com, subject to verification, etc.

Artwork License; Promotional Uses of Content

By submitting any entry, entrant grants Art.com a royalty-free, perpetual, transferable, worldwide, irrevocable right and license to reproduce, display, sell and otherwise exploit your artwork submission, commercially or otherwise, without further consideration or compensation (the "Artwork License").

By submitting any entry, entrant also grants Art.com a royalty-free, perpetual, transferable, worldwide, irrevocable right and license to use your name, likeness, hometown and state information, and any other content submitted by you to promote Art.com and/or the Promotion during and after the Promotion, without further consideration or compensation.

General Conditions

By entering the Promotion, you agree to be bound by these Official Rules. We are not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified.

By submitting any content, entrant represents and warrants that the content does not violate any of the above Submission Requirements and that entrant possesses all necessary rights to use the content, and entrant agrees to defend, indemnify, and hold Art.com harmless from and against any and all claims arising out of or relating to the content

We reserve the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, or any other factor beyond our reasonable control impairs the integrity or proper functioning of the Promotion, as determined by us in our sole discretion. We reserve the right in our sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, we reserve the right to seek damages from any such person to the fullest extent permitted by law. Our failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Release

By receipt of any prize, winner agrees to release and hold harmless Art.com and its subsidiaries, affiliates, third-party Promotion partners, suppliers, distributors, 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 Promotion or receipt or use or misuse of any prize and further acknowledges that the Released Parties have 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 any prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose.

Limitations of Liability

The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to security failures or malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (5) 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 Promotion or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Promotion or a future promotion. No more than the stated number of prizes will be awarded. In event that production, technical, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, we reserve the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

Disputes

Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion 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 Northern District of California (Alameda County) or the appropriate California State Court located in Alameda County; (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 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 us in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

Promotion Results

The grand prize winner will be announced via email to webinar participants. For Promotion results, send a hand-printed, self-addressed, stamped envelope to Zenfolio "Moving Moments" Contest, 2100 Powell Street, 14th Floor, Emeryville, CA 94608. Requests for Promotion results must be received by April 30, 2015.