

805 LIVING

Enter 805 Living's 20th Anniversary Photo Contest



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OFFICIAL RULES & REGULATIONS

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED.

HOW TO ENTER THE 20 YEARS OF 805 LIVING ANNIVERSARY PHOTO

CONTEST: Beginning May 1, 2024 at 12:01 a.m. (PST) through June 30, 2024 at 11:59 p.m. (PST), go to www.805living.com, and complete and submit the entry form according to the on-screen and below instructions. Submissions will not be accepted once the deadline lapses.

THE PHOTO CONTEST: Contestants are invited to capture in a photograph what you love most about the Central Coast of California (geographic region for this contest includes in LA County: Malibu, Calabasas, Hidden Hills, Agoura Hills, Oak Park; Ventura County; Santa Barbara County; San Luis Obispo County). Photos can include, for example but not limited to, the natural world, locations that convey a sense of place or the experience of living on the Central Coast of California, activities, food, portraits of people, local culture, objects, architectural details; drone/aerial photography is acceptable.

Each entrant may submit up to 5 photographs. You must complete a separate form for each photo submitted. Only one contestant per email address is permitted. Photographs submitted via mail/courier are not accepted.

WINNER SELECTION: One Winner will be selected by a panel of judges from 3Digit Media/805 Living whose decisions are final. Photographs will be judged on originality, quality,

creativity and adherence to the contest theme. Decisions made by 3Digit Media/805 Living are final. Runners-up may also receive recognition.

PHOTO ELIGIBILITY: All photos must be original, unpublished work, taken solely by the entrant since January 1, 2024. This date applies to all images including composite images. The contestant certifies that he/she/they is the sole creator and copyright owner of the submitted photograph(s). No third party may own or control any materials the photo contains. Photos that violate or infringe upon another person's rights, including but not limited to copyright, are not eligible. Photos must be taken in accordance with federal, state and local laws. Photos that contain sexually explicit, nude, obscene, violent or other objectionable or inappropriate content, as determined by 3Digit Media/805 Living in its sole discretion, are ineligible. 3Digit Media/805 Living reserves the right to disqualify any entry that is deemed inappropriate or does not conform to stated contest rules and regulations.

PHOTO FORMAT: If original photo is not in digital format, you must convert it to digital format in order to upload to the entry portal at www.805living.com. **Each photo file name must include your first and last name.** Digital photographs must be taken at the highest resolution possible. Photographer must retain a copy of the original print, digital file, negative, or slide, which we may require if your image is selected as a winner. If requested, 3Digit Media/805 Living will return winning original printed photographs/slides/negatives to winner. 3Digit Media/805 Living reserves the right to disqualify incomplete entries and/or if the winner is not able to provide a high-resolution photograph in digital format suitable for print (300 dpi minimum resolution size of 8"x10"). Photographs must be submitted in .jpg, .png or .tif format. High-quality scans of printed photographs are eligible. Cropped photos are eligible. The addition and subtraction of objects is not permitted. Minor adjustments, including slight color adjustments, conversion to grayscale, removal of dust/scratches on scans of negatives, are acceptable.

RELEASES: If photos include a person and the person is recognizable, you must be prepared to provide a model release signed by the subject. If a minor is in photo, the subject's parent or guardian must sign release upon request. If your photos depict other people's work (for example copyrightable works of art) you must be prepared to provide a release from the rights holder to 3Digit Media/805 Living upon request. Full-frame closeups of someone else's work will not be eligible. If you photograph someone else's work it must be as an object in its environment. If you photograph a property, you must be prepared to provide a property release. If the entrant is unable to provide all required releases if requested, 3Digit Media/805 Living in its sole discretion reserves the right to disqualify the submission, seek to secure the required releases, or permit the submission to remain in the contest.

PRIZE: Prize is awarded “as is,” must be collected by the winner, and is non-transferable. One winner will receive a two-night stay at Hotel Californian in Santa Barbara, dinner for two at either Goat Tree café or Blackbird restaurant, a reserve wine-tasting experience for two at The Society: State & Mason tasting room, and two 60-minute treatments at Majorelle, the on-site spa at Hotel Californian. Transportation to/from hotel, tips, parking taxes, and any other expenses are the winner's sole responsibility. Prize is subject to availability: Not valid with any other offer or special rates. Not available on holidays. Subject to blackout dates. Advance reservations are required by contacting the Director of Revenue Management at Hotel Californian, directly at reservations@hotelcalifornian.com. Certificates have no cash value. Hotel location: 36 State Street, Santa Barbara, CA 93101 (hotelcalifornian.com).

SPONSOR: The Sponsor of this Promotion is 3Digit Media, LLC, publisher of *805 Living*. 3717 E. Thousand Oaks Blvd., Westlake Village, CA 91362. Please do not contact 3Digit Media about the status of entries and/or judging.

ENTRIES: Limit (5) entries per person (one photo per entry) for the 20 Years of *805 Living* Anniversary Photo Contest (referred to as the “Promotion” or “contest”). Entries will not be accepted unless submitted via the official contest channel at www.805living.com. Entries not submitted through the proper channel will be deleted or discarded. Entries using macro, robotic, script or other forms of automatic entry will be disqualified. Entries become the property of the Sponsor and will not be returned (except if the original image is requested as noted below). No mechanically reproduced entries permitted. Proof of submission does not constitute proof of receipt. If there is a dispute as to the identity of an online entrant, the prize will be awarded to the authorized account holder of the email address. The “authorized account holder” is defined as the natural person to whom the email address is assigned by an internet service provider, online service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

PARTICIPATION/RIGHTS: Participation in the contest requires the collection of your name and email address. By entering, you are consenting to the use of your name and email address for further communications regarding this contest. You retain your rights to your photograph. Any photograph reproduced will include a photographer credit. By entering the contest, you grant 3Digit Media/*805 Living* a royalty-free, world-wide, perpetual, non-exclusive license to publicly display, distribute, reproduce and create derivative works of the entries, in whole or in part, in any media now existing or later developed, for any purpose, including, but not limited to, advertising and promotion of the magazine and its website, exhibition, and commercial products (this includes any sales of products utilizing the photograph), including but not limited to 3Digit Media publications, even if entrant’s photo(s) are not selected as the grand prize winner. 3Digit

Media/805 *Living* will not be required to pay any additional consideration or seek any additional approval in connection with such uses.

ELIGIBILITY: Open to legal residents of the US and Puerto Rico, ages 21 years or older. Employees of Sponsor, its parents, affiliates and subsidiaries, participating advertising and promotion agencies, and prize suppliers (and members of their immediate family and/or those living in the same household of each such employee) are not eligible. By entering, contestants certify that they meet all eligibility requirements and agree to the rules of the promotion/contest.

CONDITIONS OF PARTICIPATION: Entrants must have a valid e-mail address and it is the entrant's responsibility to update Sponsor of any change in e-mail address. Expenses not specifically included in prize description and all taxes are the sole responsibility of the winner. Each prize is awarded "as is" with no warranty or guarantee, either express or implied. No transfer, assignment or substitution of a prize permitted, except Sponsor reserves the right to substitute prize for an item of equal or greater value in the event an advertised prize is unavailable. All federal, state, provincial and local laws and regulations apply. Entrants agree to be bound by the terms of these Official Rules and by the decisions of Sponsor, which are final and binding on all matters pertaining to this Promotion. Winner may be required to sign and return an Affidavit of Eligibility, a Liability Release and where legally permissible a Publicity Release within 7 days following the date of first attempted notification. Failure to comply with this deadline may result in forfeiture of the prize and selection of an alternate winner. Return of any prize/prize notification as undeliverable may result in disqualification and selection of an alternate winner. Acceptance of the prize constitutes permission for Sponsor and its agencies/affiliates to use winner's name and/or likeness, biographical material and/or entry (including an altered form of the entry) for editorial, advertising, and promotional purposes without additional compensation, unless prohibited by law. By accepting prize, winner agrees to hold Sponsor, its advertising and promotion agencies and their respective parent companies, subsidiaries, affiliates, partners, representative agents, successors, assigns, officers, directors, and employees harmless for any injury or damage caused or claimed to be caused by participation in the Promotion or acceptance or use of the prize. Sponsor is not responsible for any printing, typographical, mechanical or other error in the printing of the offer, administration of the Promotion or in the announcement of the prize. Violators of contest rules will be removed from the contest, stripped of any prize(s), and banned from entering future contests. 3Digit Media/805 *Living* reserves the right to cancel the contest or modify these rules at its discretion. The contest is void where prohibited or restricted by law.

INTERNET: Sponsor is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind,

or inaccurate transmissions of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any Web site or any combination thereof. If for any reason the Internet portion of the program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Promotion, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion. Sponsor reserves the right to select winners from eligible entries received as of the termination date. Sponsor further reserves the right to disqualify any individual who tampers with the entry process. Sponsor may prohibit an entrant from participating in a Promotion if it determines that said entrant is attempting to undermine the legitimate operation of the Promotion by cheating, hacking, deception or other unfair playing practices or intending to abuse, threaten or harass other entrants. Caution: Any attempt by a participant to deliberately damage any Web site or undermine the legitimate operation of the Promotion is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such participant to the fullest extent of the law.

DISPUTES/CHOICE OF LAW: Except where prohibited, each 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 state court situated in Ventura County, California (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (3) no punitive, incidental, special, consequential or other damages, including without limitation lost profits may be awarded (collectively, "Special Damages"), and (4) entrant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased. California State law, without reference to California's choice of law rules, governs the Promotion and all aspects related thereto.