



# **The Shot On iPhone Night mode Challenge**

**Official Rules**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING. FOR CHINA, THIS CONTEST SHALL, AT NO TIME, BE INTERPRETED OR UNDERSTOOD AS PRIZE-GIVING SALES IN NATURE.

**This contest is operated by Apple Inc., One Infinite Loop, Cupertino, CA 95014 (“Sponsor”).**

**1. How to Enter.** To enter the Shot On iPhone Night mode Challenge (“Contest”), upload the best photograph that you’ve taken on your iPhone 11, iPhone 11 Pro or iPhone 11 Pro Max utilising Night mode between 20 September, 2019-30 January, 2020 (the “Photo”) and Tweet, post, email or upload it, as applicable, with the hashtag #ShotoniPhone #NightmodeChallenge for Twitter or Instagram and #ShotoniPhone# #NightmodeChallenge# or the Chinese localised hashtag #用iPhone拍摄# for Weibo, along with information indicating which iPhone model was used in the image caption, via one of the following methods:

- (i) **Via Twitter:** Log onto your Twitter account and follow the links and instructions to become a follower of Sponsor’s page on Twitter, located at **@Apple**, and Tweet the photo with the required hashtags and other information. You must be an active holder of a non-private Twitter account and be a follower of **@Apple** to be eligible to enter this Contest via Twitter (i.e., you must make sure your tweets are set to “public” and not “private”). You must have a Twitter account to enter via this method. If you do not have a Twitter account, you can create one by visiting [www.twitter.com](http://www.twitter.com). Twitter accounts are free.
- (ii) **Via Instagram:** Access the Instagram application on your mobile device, and follow the links and instructions to become a follower of **@Apple**. Post photo with the required hashtags and other information. You must make sure the “Photos Are Private” option in the account settings on your Instagram account are set to “OFF”. You must have an Instagram app and account to enter via this method. If you do not have the Instagram app, you may download it through the application store on your device. The Instagram app is free.
- (iii) **Via Weibo:** Log onto your Weibo account and post the Photo with the required hashtags and other information. You must make sure the “Share With” option is set to “Public” before posting the Photo. You must have an active Weibo account to enter via this method. If you do not have a Weibo account, you can create one by visiting [www.weibo.com](http://www.weibo.com). Weibo accounts are free.

- (iv) **Via Email:** Email the photo in its highest resolution to [shotoniphone@apple.com](mailto:shotoniphone@apple.com) with the file format 'firstname\_lastname\_Nightmode\_iphonemodel.' You must have a valid email address to enter via this method.

Photos must be taken in Night mode and can come straight from your iPhone or edited through Apple's editing tools in the Photos app, or with third-party software. If edited, you must state what apps or filters you used in the image comment. If third-party software is used in the creation of the Submission, entrants may be asked to provide the original photo to verify compliance with contest requirements. No hardware other than your iPhone may be used for taking the picture. All entry information and Photos shall be collectively referred to herein as the "Submissions" or each as a "Submission." Submissions must comply with the Content Restrictions defined below. Sponsor reserves the right to cancel or modify this Contest in the event an insufficient number of entries are received that meet the minimum judging criteria.

**By entering, each entrant warrants and represents the following with respect to their Submission: (a) entrant is the sole and exclusive owner of the Submission; (b) the Submission will not infringe on any rights (including, without limitation any intellectual property rights) of any third parties; (c) any third parties appearing in the Submission have given entrant appropriate consent to be photographed and used as permitted herein; and (d) all information the entrant provided herein is true and accurate. Sponsor reserves the right to request third party releases / authorisations from any third party included in any Submission at any time, without any payment or consideration to be paid by Sponsor. Failure to produce fully executed third party releases / authorisations (if applicable) may result in disqualification of the Submission and from the Contest, in Sponsor's sole and absolute discretion.**

Providing a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, non-exclusive license to use, reproduce, publish, and display such Submissions in whole or in part, on a worldwide basis, in any form, media or technology now known or later developed for one year for purposes of implementing the Contest. For any winner, providing a Submission constitutes the winner's consent to give Sponsor an, irrevocable, 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, for the legal term of protection of copyright including future legal extensions thereof, including but not limited to on any and all Internet media, including Sponsor's web sites and properties and on social networking sites (such as on Apple Newsroom, apple.com, Apple Twitter, Apple Instagram (@Apple), Apple Weibo, and Apple WeChat), on billboards, in Apple Stores, Apple internal exhibitions, and any third party exhibitions. Photographers who shoot the final five (5) winning photos will receive a licensing fee for use of such photos in the manner described above. Any

photograph reproduced will include a photographer credit in a format to be decided by Apple in its sole discretion, but otherwise in such a way to protect entrant's moral rights. By entering, each entrant consents to the Sponsor dealing with their Submission in any way that may otherwise infringe the entrant's moral rights, and agrees not to assert their moral rights (wherever such rights are recognised) in respect of their entry against the Sponsor or its assigns, licensees or successors.

No automated entry devices and/or programs permitted. Receipt of entries will not be acknowledged or returned. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, postage-due, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed entry forms are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.

**2. Start/End Dates.** Contest begins at 9:01 p.m. New Zealand Daylight Time (12:01 am Pacific Time) on 8 January, 2020 and ends at 8:59 p.m. New Zealand Daylight Time on 30 January, 2020 (11:59 p.m. Pacific Time on 29 January, 2020) ("Contest Period").

**3. Eligibility.** Participation open only to legal residents of their country of residence who are at least 18 years of age or the age of majority in such country as of date of entry and used iPhone 11, iPhone 11 Pro or iPhone 11 Pro Max for their Submission. Void in Quebec and where otherwise prohibited, taxed or restricted by law. Employees, officers and directors of Apple Inc. and its subsidiaries, affiliates, partners, advertising and promotion agencies, manufacturers or distributors of Contest materials and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees/officers/directors are not eligible to enter.

**4. Submission Guidelines and Content Restrictions:** By entering, each entrant agrees that his or her Submission conforms to the content restrictions set forth below (the "Content Restrictions") and that Sponsor, in its sole discretion, may remove any Submission and disqualify an entrant from the Contest if it believes, in its sole discretion, that the entrant's Submission fails to conform to the Content Restrictions.

**Content Restrictions:**

- The Submission must not contain material that violates or infringes any rights of any other party, including but not limited to copyright, trademark, privacy, publicity or any other intellectual property rights or civil rights;
- The Submission must not in any way disparage Sponsor or any other person or party;

- 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;
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws, regulations or, if applicable, socialist morals of any jurisdiction where Submission is created;
- The Submission cannot promote illegal drugs or firearms (or the use of any of the foregoing), or any activities that may appear unsafe or dangerous, or any particular political agenda or message; and
- The Submission must be consistent with the image and values of Sponsor and be consistent with and satisfy the purpose of the Contest.

Each entrant acknowledges that other entrants may have used ideas and/or concepts in their Submission that may be similar in idea or concept to what is included in entrant's Submission. Each entrant understands and agrees that he/she shall not have any claim against any other entrant or Sponsor arising out any such similarity or be entitled to any compensation because of any such similarity.

Sponsor's decisions are final and binding in all matters relating to this Contest, including, but not limited to, interpretation and application of these Official Rules. By entering the Contest, entrants fully and unconditionally agree to be bound by these rules and the decisions of the judges, which will be final and binding in all matters relating to the Contest.

**5. Winner Determination.** After the close of the Contest Period and until about February 20, 2020, all eligible Submissions will be judged by a panel of judges who are qualified and who have relevant expertise and experience relating to photography. Initial rounds of judging will be performed by Sponsor and its designees, while the final rounds will be performed by photography professionals and Apple senior executives. All Submissions will be judged based on the following equally-weighted judging criteria ("Judging Criteria"): (a) creativity; (b) use of iPhone 11, iPhone 11 Pro and iPhone 11 Pro Max Night mode feature; and (c) technique.

**6. Prize(s).** Five (5) winning Photos will be featured on Apple Newsroom, Apple's Instagram channel, apple.com, in Apple Stores and billboards around the world, as determined by Sponsor in its sole discretion. Winning photos may also be featured as part of a third party exhibition. Prize is non-transferable. No substitutions or cash

redemptions. Winners will receive a licensing fee for use on billboards and other Apple marketing channels.

**7. Notification.** On or about 4 March, 2020, winners will be announced on Apple Newsroom and notified by direct message (or other appropriate method given the method of entry) and undertake, if required, to sign and return, where legal, an Affidavit of Eligibility, Liability/Publicity Release and/or license agreement within five (5) business days of prize notification. Additionally, winners may be required to submit releases / authorisations from any and all third parties appearing in their respective Submissions. If any winner cannot be contacted within five (5) business days of first notification attempt (or such longer period or number of attempts as may be required by applicable law), if any prize or prize notification is returned as undeliverable, if any winner rejects his/her prize or in the event of noncompliance with these Contest rules and requirements, such prize will be forfeited and may be awarded to the Submission with the next highest score. Upon prize forfeiture, no compensation will be given.

**8. Conditions.** Sponsor shall not be liable or responsible in the event Submission is not used for any reason. Submissions may be cut, edited, reformatted, rearranged, combined with other materials and/or otherwise modified, in Sponsor's sole and absolute discretion. Any and all federal, state and local taxes are the sole responsibility of the winners. Participation in Contest and/or acceptance of prize constitutes each winner's permission for Sponsor to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information, Submission and/or any statements made by each winner regarding the Contest or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. Entrants waive all and agree not to assert any moral or similar or equivalent rights in relation to their Entry, throughout the world. Wherever enforceable: by participating, entrants and winners agree to release and hold harmless Sponsor, and its advertising and promotion agencies and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors (collectively, "Released Entities"), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in Contest, or possession, acceptance and/or use or misuse of prize or participation in any Contest-related activity and for any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property-related cause of action. Entrants who do not comply with these Official Rules, or attempt to interfere with this Contest in any way shall be disqualified. Sponsor is not responsible if Contest cannot take place or if any prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism.

**9. Additional Terms.** Any attempted form of entry other than as set forth in Section 1 above is prohibited; no automatic, programmed; robotic or similar means of entry are permitted. Sponsor, its affiliates, partners and promotion and advertising agencies are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorised human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Contest, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Contest or downloading any materials in this Contest. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Contest should (in its sole discretion) virus, bugs, non-authorised human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Contest. In such case, Sponsor will select the winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Contest or web site. Sponsor may prohibit an entrant from participating in the Contest or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives.

*CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.*

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

**10. Limitation of Liability; Disclaimer of Warranties.**

WHEREVER ENFORCEABLE, THIS CONTEST IS NOT SUBJECT TO LEGAL RECOURSE.

WHEREVER ENFORCEABLE, IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE SITE AND/OR ENTRY IN THE CONTEST, DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE CONTEST. WITHOUT LIMITING THE FOREGOING, THIS CONTEST AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

#### **11. Disputes; Governing Law.**

Wherever enforceable, the parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Contest.

Wherever enforceable, any controversy or claim arising out of or relating to these Official Rules and/or the Contest shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of California.

WHEREVER ENFORCEABLE, THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Contest, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to the County of Santa Clara in the State of California. The parties agree not to raise the defense of forum non conveniens.

**12. Use of Data.** Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. Please review the Sponsor's privacy policy at <https://www.apple.com/legal/privacy/en-ww/>. By participating in the Contest, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.



**13. List of Winners.** To obtain a list of winners, visit <http://www.apple.com/nz/newsroom> or send an email to [shotoniphone@apple.com](mailto:shotoniphone@apple.com) prior to 1 April, 2020.