

OFFICIAL DUKAL PHOTO CONTEST

OFFICIAL RULES

**Read through to end for submission instructions**

NO PURCHASE IS NECESSARY TO ENTER THE OFFICIAL DUKAL PHOTO CONTEST.

PURCHASING DUKAL PRODUCTS OR ANY OTHER PRODUCTS WILL NOT INCREASE A LIKELIHOOD OF WINNING.

Acceptance of Terms

Any person participating (“Participant”) in the Official Dukal Photo Contest (the “Contest”) agrees to and accepts all of the terms of the Official Rules, provided herein.

By participating in the Contest, Participants indicate their acceptance of all terms set forth herein, and thereby agree to be bound by all terms of the Dukal Photo Contest Official Rules. Anyone who does not agree to the terms of the Official Rules is not authorized or eligible to participate in the Contest.

Submit your photograph by following the instructions, below.

Eligibility

The Contest is available worldwide, where permissible by law. By the start date of the Contest (see Period of Contest, below), Participants must be at least eighteen (18) years of age, or older if the older age is the legal age of maturity in the Participant’s respective legal jurisdiction.

No employee or officer of Dukal Corporation, nor any immediate family member thereof, nor any employee of Dukal Corporation affiliates, subsidiaries, or agencies, nor any immediate family member thereof, is eligible to participate in the Contest.

### Contest Participation

All Participants are required to register for the Contest by submitting the following information:

Full Legal Name  
Date of Birth  
Street Address / Postal Address  
City, State Postal Code  
Country  
E-mail Address

### Entries

Participants must submit all registration information to be eligible to participate in the Contest.

Participants are permitted to send one (1) photograph per e-mail, and no photograph may be larger than two (2) megabytes. Participants may submit multiple photographs by attaching individual photographs in multiple e-mail messages.

Each Participant must be the owner of all rights, title and interest to the photograph that he/she submits for the Contest. No entries will be returned to the Participants or other rightful owners.

### Period of Contest

The Contest begins on May 15, 2009 at 5:00 p.m., Eastern Standard Time (“Contest Start”) and expires on October 31, 2009 (date) at 5:00 p.m., Eastern Standard Time (“Contest End”). No entries will be accepted prior to the start of the Contest or after the end of the Contest.

### Winning / Selection of Winner / Winner Requirements

Photographs will be judged by Dukal Corporation in its sole discretion based on creativity and originality in connection with the photograph’s use of Dukal Corporation products and an of its Logos. No more than three (3) winners will be selected. The

winners' photographs will be used in connection with one or more Dukal Corporation's advertisements in 2010. The decision of the particular advertising campaign that show the winners' photographs is solely at the discretion of Dukal Corporation. Each winner will also receive a digital camera. The selection of the make, model and value of the digital camera is made solely at the discretion of DUKAL Corporation.

Any winner agrees to be notified by telephone, e-mail and/or regular postal mail by Dukal Corporation, its affiliate, successor, assign and/or licensee. Each Participant has the sole responsibility to ensure that Dukal Corporation, its affiliates, successors, assigns and licensees have the Participant's current contact information. The winner will be selected in accordance with these Official Rules, and will be subject to final approval pending a review of complete and full compliance therewith.

Any winner is required to execute (sign and date) an Affidavit of Eligibility/Liability and Public Release within thirty (30) days of attempting to notify the winner by telephone, e-mail and/or regular postal mail. If, after thirty (30) days from attempting to notify the winner, the executed Affidavit/Liability and Public Release is not received, the winner will be deemed forfeited and an alternative winner will be selected.

Each Participant consents and agrees to Dukal Corporation use of the Participant's name, state, likeness, photograph(s), statement(s), quote(s), testimonial(s) and registration information (collectively, "Submission") in connection with the Contest, worldwide, including the Internet, without any limitation and without any further payment or consideration, except where prohibited.

#### Taxes

Any federal, state or local taxes incurred as a result of a Participant's participation in the Contest are the sole responsibility of the Participant.

Warranty, Transfer and Release

By participating in the Contest, the Participant represents and warrants that he/she is legally entitled to participate in the Contest in accordance with the rules set forth herein. The Participant further warrants that he/she has all rights required to participate in the Contest, including the right to publish any Submission and to transfer all rights in the photograph(s) to Dukal Corporation, its affiliates, successors, assigns and licensees. The Participant further warrants and represents that any use of the Submission by the Participant by Dukal Corporation, including but not limited to, any copying, modification and/or publication of any photograph, does not and will not infringe any rights of any third party. Dukal Corporation has no responsibility to acknowledge any Submission by a Participant. Dukal Corporation has no duty to return any Submission by a Participant to the Participant.

By participating in the Contest, the Participant agrees that any Submission by the Participant becomes the exclusive property of Dukal Corporation, without restrictions. Dukal Corporation shall have the right to use the Participant's Submission(s) in any matter it so chooses, including but not limited to the right to edit, modify, copy and publish any or all of the Submission(s) in its advertising. Such use by Dukal Corporation of the photographs shall be without any compensation or consideration to the Participant in any form, except to the contest winner(s) as expressly set forth herein.

PARTICIPANT HEREBY AGREES THAT ANY SUBMISSION IN CONNECTION WITH THE CONTEST CONSTITUTES AN IRREVOCABLE ASSIGNMENT, CONVEYANCE AND TRANSFER FROM THE PARTICIPANT TO DUKAL CORPORATION OF ALL RIGHT, TITLE AND INTEREST IN THE SUBMISSION INCLUDING, WITHOUT LIMITATION, ALL COPYRIGHTS THEREIN. PARTICIPANT FURTHER AGREES TO COOPERATE FULLY WITH DUKAL CORPORATION, ITS AFFILIATES, SUCCESSORS, ASSIGNS AND LICENSEES TO EXECUTE AND DELIVER ALL SUCH PAPERS AS MAY BE NECESSARY OR DESIRABLE TO PERFECT DUKAL CORPORATION'S OR ANY OF ITS AFFILIATES', SUCCESSORS', ASSIGNS' AND LICENSEES' RIGHTS, TITLE AND

INTEREST IN THE SUBMISSION, AND TO DO EVERYTHING REASONABLY POSSIBLE FOR DUKAL CORPORATION, ITS AFFILIATES, SUCCESSORS, ASSIGNS AND LICENSEES TO OBTAIN AND ENFORCE THE RIGHTS FOR ITS OWN OR THEIR OWN BENEFIT IN ANY AND ALL COUNTRIES.

Dukal Corporation reserves the right to disqualify any Participant who Dukal Corporation reasonably believes has not complied with all terms set forth herein, or whom Dukal Corporation reasonably believes has tampered or otherwise interfered with the Contest.

Dukal Corporation reserves the right to cancel, terminate, modify, or suspend the Contest without notice.

Dukal Corporation reserves the right to reject any photograph that Dukal Corporation believes in its sole discretion to be inappropriate, indecent or obscene.

Participants are expressly forbidden from submitting any photograph that involves or displays an endangerment or injury to any person, animal or property. Dukal Corporation reserves to right to disqualify any Participant who violates this provision.

Participants are expressly forbidden from submitting any photograph that depicts or shows a minor or child, or any person under the age of maturity in the Participant's respective legal jurisdiction.

Dukal Corporation is not a publisher of any photograph submitted by a Participant for the Contest. Dukal Corporation disclaims any and all liability associated with the display of any Submission by a Participant anywhere, including on the Dukal Corporation web site.

Indemnification

By participating in the Contest, the Participant, heirs and assigns indemnify and hold harmless Dukal Corporation, its affiliates, successors, assigns and licensees from any and all third party claims, demands, damages, losses, liabilities, costs and/or expenses that may be or are directly or indirectly caused by or otherwise arise from participation in the Contest and any use by Dukal Corporation of any Submission, including, without limitation, any property loss, damage, personal injury or death caused to any person(s).

Release

By participating in the Contest, the Participant irrevocably and unconditionally releases and forever discharges Dukal Corporation, its affiliates, successors, assigns and licensees of and from any losses, claims, causes of action or damages, whether known or unknown, whether in law or equity, that Participant has ever had or may ever have against Dukal Corporation, its affiliates, successors, assigns and licensees, with respect to the Participant's participation in the Contest and/or Dukal Corporation's use of any Submission, including, but not limited to, those claims, counterclaims and affirmative defenses that are or could be asserted in any such cause of action.

Modification of Terms

Dukal Corporation, its affiliates, successors, assigns and licensees reserve the right to change, delete or add any provision to the Official Rules at any time. By participating in the Contest, Participant agrees to be bound by the terms set forth herein, and by any other terms set forth in any subsequent version(s) of the Official Rules. The failure to enforce any term of the Official Rules shall not constitute a waiver of that term by Dukal Corporation, its affiliates, successors, assigns and licensees.

Applicable Law

The Contest is void where prohibited by law.

The Contest shall be governed by the federal, state and local laws of the United States of America.

The Official Rules of the Contest shall be interpreted and enforced in accordance with the laws of the State of New York, with no regard to conflicts of law principles. In the event of a dispute, claim or cause of action in connection with the Contest, Participants agree that such dispute, claim or cause of action be resolved without resorting to a class action or any form thereof. Each Participant consents to exclusive jurisdiction of the Courts of the State of New York, and, when applicable, the Southern District of New York.

Sending Photographs

Send an email to DUKAL (see below for submission link) with the photograph attached and the registration information included in the body of the email. By participating in the Contest, Participant acknowledges his/her agreement to be bound by all terms set forth herein, and by any other terms set forth in any subsequent version(s) of the Official Rules.

Click here for submission email. By Clicking here you accept all terms and conditions of the official rules.

[photocontest@dukal.com](mailto:photocontest@dukal.com)

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