



TERMS & CONDITIONS:

By applying to the Creator Labs Photo Fund you agree to the following terms and conditions:

Aperture & Creator Labs can reject entries that are submitted without the required information or that do not meet the criteria of eligibility.

Entries must come directly from artists, not from galleries or representatives.

The evaluators' decisions shall be final, and Aperture & Creator Labs, and their representatives, shall have no obligation to disclose the basis of any evaluator's decision or to otherwise correspond with Entrants about the selection process.

Representatives of Aperture & Creator Labs shall not review unsolicited materials received, except as entered via the Creator Labs Photo Fund.

While Entrants shall retain all copyrights of all work submitted for the Creator Labs Photo Fund, the entrant grants to Aperture & Creator Labs a worldwide, irrevocable, and perpetual license to reproduce the submitted entries in any of their publications, websites, and/or promotional material, strictly in connection with the Creator Labs Photo Fund, and with attribution to the photographer as relevant in each case.

As a condition of consideration by Creator Labs Photo Fund, Entrants agree to release Aperture, Creator Labs and Google, and each of their respective officers, directors, shareholders, members, employees and agents from and against any and all liability, claims or actions of any kind for injuries, damages, or losses which may be sustained in connection with (a) technical malfunction or other problem relating to the Creator Labs Photo Fund, including submitting a submission or otherwise participating in any aspect of the Fund (b) any error in the collection, processing, or retention of entry information; (c) any aspect of the evaluation and selection process, and (d) the receipt, ownership or use of any award.

Details of particular entries may be, at the discretion of Aperture + Creator Labs, released to the press to promote the Creator Labs Photo Fund, including before the announcement of the selected artists for the Creator Labs Photo Fund, and if applicable, may be used to promote future calls for entry. Applicants warrant that the entry submission is the original work of the artist and, as such, the artist is the sole and exclusive owner and rights holder of the submitted work, and that the party submitting has the right to submit the work for exhibition and/or publication and grants all required licenses. Each entrant agrees not to submit any entry that (1) infringes any third party's proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret, privacy, publicity, or confidentiality obligations; and (2) otherwise violates the applicable state, federal, provincial, or local law. No exceptions will be made for late submissions.

By submitting to the Creator Labs Photo Fund, you agree to receive news and promotional emails from Aperture.

ELIGIBILITY All selected winners will need to meet the following requirements: You are a photographer or lens-based artist, currently living in the United States, have a W9, U.S address, and U.S. bank account, and verify that you or your immediate family members (spouse, mother, father, sister, brother, daughter or son, regardless of where they live) or those with whom you live are not employees or directors of Google, LLC and its parents, affiliated and subsidiary companies or its agencies and vendors or partners.

I warrant and represent that the entry submission is the original work by myself and that I am the sole exclusive owner and rights holder of the submitted work, and that I have the right to submit the work for exhibition and/or publication and grants all required licenses. I warrant that my submission entry does not

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(1) infringe upon any third party's proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret, privacy, publicity, or confidentiality obligations; and (2) otherwise violates the applicable state, federal, provincial, or local law. I hereby agree that I am a photographer or lens-based artist, currently living in the United States, have a W9, U. S. address and U.S. bank account and further verify that I am not, nor are any of my family members employees of Google, or their agencies, vendors or partners. I hereby release liability and agree to indemnify, defend and hold harmless Google, Creator Labs Photo Fund and Aperture and its affiliates, licensees, successors and assigns from and against any and all liability, losses, costs and expenses (including attorneys' fees) incurred as a result of any entry submitted to Creator Labs Photo Fund in violation of any terms contained in the official rules, including but not limited to any failure on my part to obtain releases required in the official rules.

The Creator Labs Photo Fund is administered by Aperture.