

# The Shutterstock Create Fund: Senior Creatives Grant Program Rules

The Shutterstock Create Fund: Senior Creatives Grant Program (the “Contest”) is sponsored by Shutterstock, Inc. (“Shutterstock”).

**Entry into the Contest constitutes your acceptance of these official rules (“Official Rules”). By submitting an entry, you agree to the Official Rules and warrant that your entry complies with all requirements set out in these Official Rules.**

## Entry Period

The Contest will run from December 8, 2020 until 5:00pm EST on February 8, 2021 (the “Contest Period”). **ALL ENTRIES MUST BE RECEIVED BY 5:00PM EST ON FEBRUARY 8, 2021.**

## Eligibility

Entrants must be at least 50 years of age to enter. Employees of Shutterstock (including its subsidiaries and affiliates) and their immediate family and household members are not eligible to participate. Any person who has received a Shutterstock Create Fund Grant within 12 months of the Contest Period is not eligible to participate. THE CONTEST IS VOID IN QUEBEC, CUBA, IRAN, NORTH KOREA, SUDAN, SYRIA, AND WHERE PROHIBITED BY LAW.

## Judging and Voting

Entries will be judged on the Entrant’s demonstrated ability to execute submitted proposals, and the Entry’s artistic merit and ability to tell a compelling story. The panel of judges (the “Panel”) will be comprised of Shutterstock employees and experts in the field who have subject matter expertise. All Judges’ decisions are final and binding. The Panel will consider the submitted portfolio, evaluate the project proposal, and the Entrant’s professional ability to be able to execute the proposal.

## How to Enter

Participants may enter the Contest by submitting one “Entry” consisting of:

- Project Proposal (Between 400 - 600 words in a Microsoft Word, Pages, or PDF document outlining the execution and goal of the proposed project)
- A short biography detailing who you are and your professional experience.
- 5–10 visual examples that relate to the project you want to pursue.
- The proposal must be submitted in English.

There is no purchase or fee required to enter the Contest. Limit one (1) Entry per Participant.

## Prize

The Winner will receive Two Thousand Five Hundred US Dollars (USD \$2,500.00) to support creating the proposed Project.

Each potential winner shall be required to sign and return within ten (10) days following an attempted notification, an Affidavit of Eligibility and Grant Agreement. Failure by any potential winner to execute and deliver any required documents to Shutterstock by the specified deadline may result in disqualification from the Contest, and selection of an alternate potential winner. The Winner may not transfer, assign, or substitute any prizes.

### **Releases**

By submitting your Entry, you agree to provide any additional information or materials reasonably requested by Shutterstock to verify your Entry or necessary to promote Shutterstock, the Contest and your participation in the Contest.

You agree that Shutterstock may use your Entry, name, photograph, likeness, and/or voice in any publicity or advertising of the Contest without compensation or approval (except where prohibited by law). Additionally, by entering, you grant to Shutterstock the right to use all statements made by you in connection with the Contest, and all pictures or likenesses of you. Shutterstock will not be required to pay any additional consideration or seek any additional approval in connection with such use. You agree to execute any releases reasonably requested by Shutterstock in connection with such uses.

### **Limitation of Liability**

By entering the Contest, you agree to release, discharge, indemnify, defend, and hold harmless Shutterstock and its subsidiaries, officers, agents, employees, directors, affiliates, contractors, contributors, and representatives from any and all liability, claims, damages, costs, losses or actions of any kind arising out of your: (i) breach of any representation, warranty or covenant contained in these Official Rules; or (ii) participation in the Contest; (iii) acceptance and/or use or misuse of the Prize in connection with the Contest; or (iv) any third party claim relating to any rights in any Entry.

Shutterstock assumes no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to Entries or entry forms; or alteration of Entries or entry forms. Shutterstock is not responsible for any problems with or technical malfunction of any computer systems, servers or providers, computer equipment, software, failure of any Entry to be received on account of technical problems or data traffic congestion, human errors of any kind, or any combination thereof, including any injury or damage to entrants' or any other persons' computers related to or resulting from participation, uploading or downloading of any materials related to in this Contest.

## Conditions

THIS CONTEST IS VOID WHERE PROHIBITED. To the extent permitted by law, your rights to litigate, to seek injunctive relief or any other recourse to judicial or any other procedure in the case of disputes or claims resulting from or in connection with this Contest are hereby expressly waived. Failure by Shutterstock to enforce any of its rights at any stage does not constitute a waiver of those rights.

These Official Rules shall be interpreted in accordance with New York law without regard to its conflicts of laws provisions. You agree that the state and federal courts located in New York County, New York shall have exclusive jurisdiction over any dispute arising from or relating to these Official Rules, this Contest or your participation in this Contest, and you hereby consent to such jurisdiction and venue.

You agree that the ability to participate in the Contest and to compete for the prize offered in connection with the Contest constitute, where required, sufficient consideration for your obligations under these Official Rules.

All federal, state/provincial/territorial and local taxes, fees and surcharges and taxes (whether foreign or domestic, and including income, sales, and import taxes) on grants are the sole responsibility of the grant winners. In the event that the selected winner(s) of any grant is/are ineligible, cannot be traced or does not respond within ten (10) days to a winner notification, or refuses the grant, the grant will be deemed forfeited and Shutterstock, in its sole discretion, may choose whether to award the grant to another entrant.

If for any reason the Contest is not capable of running as planned, due to infection by computer virus, bugs, worms, trojan horses, denial of service attacks, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Shutterstock that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, Shutterstock reserves the right, at its sole discretion, to disqualify any individual(s) who tamper with the entry process, and/or to cancel, terminate, modify, or suspend the Contest.

You agree that personal data, including your name and address, may be processed, shared and otherwise used for the purposes and within the context of the Contest and any other purposes outlined in these Official Rules. The data may also be used by Shutterstock in order to verify the identity of entrants and eligibility to participate in the Contest.

All collection of personal data in connection with the Contest will be governed by Shutterstock's [Privacy Policy](#).

### **Identification of Winner**

The Contest Winner will be announced on the Shutterstock website, blog, and/or social channels on or about February 28, 2021.