

We love your photograph!

At Audubon North Carolina, we're always on the hunt for great photography that captures the natural beauty of our state from the mountains to the shore. We use these photos to help tell the story of why birds and the conservation of our natural resources are so important. We think your photo would be a great accompaniment to our work.

For your photograph submission, you will receive an in-kind donation thank you letter and the gratification of know that YOU are making a difference for the birds of North Carolina.

Photo file sizes & specifications:

- No watermarks or bylines on the photograph
- We'll need the largest file sizes you have available -- 300 dpi or above and at least 2272 x 1704 pixels
- TIF, PNG or a max JPG files are best
- Maximum file size is 10 MB
- We can't accept previously published photos or photos you didn't take yourself

Name:

Street Address:

City:

State:

Zip:

Phone:

Email:

Signature: _____ Date: _____

Photo #1

File name (i.e., birds.jpg, shore.jpg):

Location:

Date Taken:

Photo Description:

Photo #2

File name (i.e., birds.jpg, shore.jpg):

Location:

Date Taken:

Photo Description:

Upload photos to our Dropbox:

<https://www.dropbox.com/sh/uezn04pms9tn5zp/ouK9nQ42x>

Email completed form to: KFernandez@audubon.org

Or mail to:

Audubon North Carolina ATTN: Karen Fernandez
400 Silver Cedar Court Suite 240, Chapel Hill, NC 27514

Additional releases we may need:

- ☐ *Model Release* – Only needed if someone is recognizable (i.e. see their face) in your photo. If the model is a minor, then a guardian needs to fill out the form.
- ☐ *Location Release* – Needed if you were on private property when taking the photo. Does NOT apply to public spaces like the beach.

Release Language

- 1. License.** I hereby grant to Audubon North Carolina, its successors, agencies, assigns, or other designees (hereinafter “Audubon”) the irrevocable perpetual, nonexclusive license to reproduce, distribute, display, and create derivative works (along with a name credit) of the photograph submitted. In connection with the promotion of Audubon’s mission without additional compensation, in any media now or hereafter known, including, but not limited to: publication in *newsletters, Facebook, Twitter, or any other online channel, newspapers, and broadcast media*, or other Audubon publication. I further waive any “moral” rights, or other rights with respect to attribution of authorship or integrity of the Entry that I may have under any applicable law, whether under copyright, contract, tort, unfair competition, trademark, or any other legal theory, with respect to any use or exploitation of the photograph submission. I understand that I am not relinquishing ownership of the photo submission, the copyright still resides with the original photographer.
- 2. Releases.** I represent and warrant that I have obtained all authorizations, releases, clearances, and consents from others that may be required in connection with use of the Entry ("Releases"), including without limitation (i) written releases from individuals appearing recognizably in the Entry; and (ii) written releases from the owner of any private property appearing recognizably in the Entry.
- 3. Assurances.** I represent and warrant that (a) I possess or have obtained all rights to the Entry necessary for the grant of these rights, (b) this agreement does not and will not conflict with or violate any agreement that I have or will have with any person or entity, and (c) use of the Entry as permitted herein will not infringe upon or misappropriate any rights of any person or entity, including, without limitation, any copyrights or trademark rights or rights of privacy, publicity, and/or personality, whether statutory, contractual, common law, foreign, or otherwise. Audubon acknowledges that my representations and warranties do not apply to modifications and additions made to the Entry without my participation.
- 4. Indemnity.** I shall indemnify Audubon and its affiliates, agencies, officers, directors, employees, assignees and licensees, and hold each and all of them harmless from and against any and all loss, cost, damage, liability, and expense, including attorneys’ fees, with respect to any claim that, if true, would constitute a breach of any of my representations and warranties in this agreement.
- 5. Limitation of Liability.** In no event shall Audubon be liable to me or any third party for any indirect, consequential, special, punitive or incidental damages.
- 6. Copyright or Credit.** Audubon shall include a copyright notice or credit on or within each medium containing the submission, but I agree that Audubon shall have no liability if such notice or credit is not included.

7. Entire Agreement. This agreement constitutes the entire agreement between CORAL and me concerning the subject matter hereof and supersedes all prior or contemporaneous discussions, communications, and agreements, whether oral or written, between Audubon and me relating to the subject matter hereof. No amendment or modification will be effective unless it is made in writing and signed by both parties. This agreement shall in all respects be governed by the laws of the State of North Carolina.