

OFFICIAL RULES

Revised March 29, 2006

Mission Statement

Images for Conservation Fund fosters wildlife conservation, art, education, economic development and natural history through the power of photography and the development of national and international photographic competitions.

Images for Conservation Fund (ICF) presents the

ICF PRO-TOUR OF NATURE PHOTOGRAPHY **OFFICIAL DEFINITIONS AND RULES**

Introduction

The ICF Pro-Tour of Nature Photography (Pro-Tour) is a conservation event created to communicate the great diversity and majesty of wildlife living on the private lands of North America.

The intent of the Pro-Tour is to produce the finest photographs that will convey the value of nature and the importance of habitat conservation. Through these images, people everywhere can visually partake in the exciting, enchanting and soulful world of nature.

The goal of the Pro-Tour is to be the greatest conservation event ever held – a group of highly accomplished nature photographers joining together for an exciting championship event to promote economic growth in the nature photographic industry and conservation of wildlife habitat on private land. The Pro-Tour is a rigorous, month-long photographic competition intended for accomplished, full-time professional nature photographers.

Professional photographers are paired with private landowners as teams to compete for a share of substantial cash awards. Each photographer-landowner team submits a final portfolio of up to 75 images divided among five Divisions:

- Birds
- Mammals
- Reptiles & Amphibians
- Insects, Arachnids & Arthropods
- Plants & Landscapes

Each Pro-Tour competition will take place in a specific region of North America. The 2006 Pro-Tour, will be the inaugural event and will showcase the tremendous beauty and natural diversity of the Texas Hill Country.

The Pro-Tour is designed to challenge each photographer's biological knowledge, photographic skills and overall versatility. All Divisions are equally important for the overall score of a team's portfolio.

Pro-Tour judges are chosen by ICF for their outstanding expertise and experience. The judges will evaluate each qualified image and award points based on originality of execution, aesthetic appeal and interest value. Portfolios that accumulate the most total points from the judges will earn substantial cash awards, to be shared by each winning photographer and his or her landowner teammate.

The Pro-Tour's Awards Weekend takes place in the Hill Country, and will follow the competition to celebrate the Pro-Tour's participants and photographs. Select Pro-Tour photography will be featured in a high quality, commemorative coffee table book and a touring museum exhibit.

Photographers must qualify for the Pro-Tour through a range of objective achievements that are likely to be elements of a successful professional photographers' life work.

Representatives of The Nature Conservancy (TNC) or the Texas Wildlife Association (TWA) will assist ICF in evaluating landowner applicants and advising ICF on the selection of landowner participants for the Pro-Tour.

Definitions and Rules

1. **Images of For Conservation Fund (ICF):** The 501(c)(3) non-profit organization that plans, implements and manages the ICF Pro-Tour.
2. **Competition:** The 2006 ICF Pro-Tour.
3. **Pro-Tour:** The ICF Pro-Tour competition of any year.
4. **Competition Area:** The following counties of Texas: Bandera, Bexar, Blanco, Burnet, Comal, Edwards, Gillespie, Hays, Kendall, Kerr, Kimble, Kinney, Llano, Mason, Medina, Real, Travis, Uvalde, and Williamson.
5. **Competition Period:** April 1, 2006, through April 30, 2006.
6. **Nature:** Any wild plant or animal appropriate to the Competition Area, excluding human beings; livestock; pets; any animal that is exotic, non-native or introduced.
7. *This amendment replaces Rule #7: **Nature Photography**. We have disposed of the rule that Nature Photography may not contain artificial objects or structures, or human beings. All of these elements are now allowed, however the Pro-Tour Judges may still prefer images that do not contain these elements.*
Nature Photography: Photography that prominently features native species or landscapes as its primary subject, even if the Image also contains livestock, exotic, non-native or introduced animals. Nature Photography may not contain pets, exotic, non-native or domesticated animals as the primary subject or entire focus of the image.
8. **Applicant:** Any professional photographer or private landowner that applies to participate in the Competition.
9. **Landowner:** The owner of any contiguous tract of private land, wholly or partially contained within the Competition Area, who (a) has submitted a complete Landowner Application to ICF, (b) has paid in full the applicable Registration Fee on or before August 1, 2005, and (c) has been officially named as a Landowner for the Pro-Tour by ICF. The Competition is limited to the 20 Landowners that meet these requirements (and Landowner Alternate(s) as needed to fill the 20 positions). The intent of ICF is to select 20 landowners whose properties are of similarly high quality in terms of the diversity of wildlife and habitat on the property and the Landowner Applicant's wildlife management practices.
Note: A Landowner may be an individual, a group of individuals or a corporate entity. A Landowner may only participate in the Competition with one single contiguous piece of property. No individual, group or entity may participate in the 2006 Competition as a Landowner more than once.
10. **Landowner Application Period:**
 - a. The Landowner Application Period for all Landowner Applicants opens December 1, 2003, and closes April 1, 2005.
 - b. All Landowner applications must be postmarked no later than April 1, 2005.
 - c. Landowner applications postmarked before December 1, 2003, will be considered as applications postmarked on December 1, 2003.
 - d. ICF will not accept Landowner applications that are postmarked after April 1, 2005.
11. **Landowner Registration Process:**
 - a. ICF will receive applications from Landowner Applicants.
 - b. Applicants may choose either The Nature Conservancy (TNC) or the Texas Wildlife Association (TWA) to contact them for further evaluation.
 - c. ICF will forward each application to TNC or TWA, as applicable.

- d. Representatives of TNC or TWA will review each Landowner Application
 - e. The reviewing organizations will advise ICF on the selection of 20 Landowner Applicants to participate in the Competition and five (5) more Landowner Applicants to be designated as Alternate Landowners. (See "Alternates" section for details).
 - f. ICF will invite 20 Landowner Applicants to register for the Competition and notify five (5) Alternate Landowners of their status.
 - g. To complete Registration in the Competition, each invited Landowner Applicant must sign the Landowner's Agreement and pay Registration fee no later than August 1, 2005 in the form of a personal or business check made to "Images for Conservation Fund." (see "Landowner Qualifications" below).
 - h. ICF will announce Landowners and Alternate Landowners by May 1, 2005.
12. **Qualifications for Landowner Applicants and Selection of Properties**
- a. To participate in the Competition, an Applicant's land must have:
 - i. A minimum of five hundred (500) contiguous acres of reasonably undisturbed natural habitat.
 - ii. Lodging and food preparation facilities for one (1) Photographer and one (1) Non-Photographic Assistant for the duration of the two-week Preparation Period and the four-week Competition Period.
 - b. Selection of Landowner properties for participation in the Competition shall be made by the ICF in their sole discretion.
 - c. On the Application, Landowner Applicant must:
 - i. Provide an exact description and map of the land that Landowner Applicant wishes to enter in the Competition (e.g. a part of the property, the entire property, etc.)
 - ii. Establish guidelines for a Photographer's use of and access to Landowner Applicant's land.
 - iii. Guarantee that all statements made on the Landowner Application are factual and true.
 - d. If invited to register as a Landowner in the Competition, each Landowner Applicant must sign the Landowner's Agreement to complete Registration. In this document, Landowner Applicant agrees to:
 - i. Halt all hunting and predator control programs on the area of the ranch designated for the competition for the duration of the Competition Period.
 - ii. Provide lodging and food preparation facilities for one (1) Photographer Teammate and one (1) Non-Photographic Assistant for the duration of the Preparation Period and Competition Period (total of six weeks).
 - iii. Abide by the Official Rules of the Competition.
 - iv. Abide by the decisions of ICF.
 - v. Hold harmless for any and all injuries or losses sustained before, during or after the Competition: all Landowners, Photographers; Boards, Committees, and members of ICF, TNC, TWA and their affiliates; staff members and representatives of ICF, TNC, TWA and their affiliates.
 - vi. Acknowledge that the Competition *requires* a serious commitment by both the Photographer and the Landowner, and that both members of the Team must honor each other's commitment.
 - vii. Acknowledge that Landowner Applicant will not receive copies of any Images or any refund of entry fee if he or she withdraws from the Competition during the Competition Period without a valid, certifiable and significant reason.
13. **Registered Land:** On the Application, each Landowner Applicant must specify the contiguous tract of land to he or she wishes to register in the Competition. If a Landowner Applicant is invited by ICF to participate as a Landowner in the Competition, all land specified on the Application shall be "Registered Land" for purposes of the Competition.
14. Landowner applicant therefore understands that if he or she withdraws from the Competition during the Competition Period without a valid reason he or she:
- a. Shall receive no refund of entry fees.
 - b. Shall lose his or her ability to compete in any future ICF events, including the Pro-Tour.
 - c. Validity of reason for withdrawal shall be decided at the sole discretion of ICF.
15. **Photographer:** Any individual professional nature photographer, of any age, who (a) has submitted a complete Application to ICF on or before April 1, 2004, (b) has paid in full the applicable Registration Fee on or before August 1, 2004, and (c) has been officially named as a Photographer by ICF. The Competition is limited to the first 20 Photographers that meet these three requirements. (See "Photographer Registration Process" for details.) No individual may enter the 2006 Competition as a Photographer more than once.

16. Photographer Application Period:

- a. The Photographer Application Period for all Photographer Applicants opens January 1, 2004, and closes April 30, 2004.
- b. Photographer applications must be postmarked no later than March 1, 2004.
- c. Photographer applications postmarked before January 1, 2004, will be considered as applications postmarked on January 1, 2004.
- d. ICF will not accept any Photographer applications or Deposits that are postmarked after April 30, 2004.
- e. ICF will evaluate Photographer Applicants, and Applicant qualifications may be verified at the sole discretion of ICF.
- f. All decisions by ICF are final.

17. Photographer Registration Process:

- a. ICF will receive all Photographer applications and verification materials (See “Qualifications of Photographer”). If Applicant wishes these materials to be returned after review, Applicant must request this on the application and provide a suitable method for return (FedEx account, etc.).
- b. Upon receipt, ICF will sequence the Photographer applications according to each envelope’s postmark. However, Photographer applications postmarked before December 1, 2003, will be considered as applications postmarked on December 1, 2003.
- c. If several Photographer applications postmarked on the same date, ICF will hold a random drawing to determine the sequence of receipt.
- d. On a first-come-first-served basis (based on the application postmark and, when applicable, the sequence established by random drawing (see above, Section 16c)), ICF will review the applications and verify the qualifications of all Photographer Applicants.
- e. The first 20 Applicants whose qualifications have been reviewed and approved by ICF will be invited to register for the Competition
- f. To complete registration in the Competition, Applicant must, on or before June 30, 2004:
 - i. Pay Registration fee(s)
 - ii. Sign the Photographer’s Agreement.
- g. The remaining Photographer Applicants whose qualifications are reviewed and approved by ICF will become Alternate Photographers and will be sequenced based on the postmark and, when applicable, random drawing (see above, Section 16c).
- h. On June 1, 2004, ICF will announce the currently registered Photographers
- i. After August 1, 2004, ICF will notify Alternate Photographers of any open positions among the 20.
- j. Alternate Photographers are then accepted, on a first-come-first-served basis, as they:
 - i. Pay Registration fee to ICF
 - ii. Sign the Photographer’s Agreement.

18. Qualifications of Photographer: The Pro-Tour exists as a competition of full-time professional nature photographers. If you have questions regarding the Application, Qualification, Credits, or any part of the application process, please contact ICF. Qualifications are as follows:

- a. Applicant must have earned twenty-five (25) Credits from any combination of the achievement Categories listed below, however ICF encourages Applicants to submit at least thirty (30) Credits
- b. Only one Applicant may claim Credit for any jointly credited image or achievement (magazine article, book, calendar, Competition title, photographic presentation, photo seminar, or museum exhibit). No two Applicants may claim Credit for the same image or achievement. If two Applicants are usually credited jointly, they must produce a minimum total of fifty (50) Credits between them to qualify both Applicants.
- c. Applicant must have received industry standard fees for each credited publication or event.
- d. Applicant may earn no more than fifteen (15) points from any one Category.
- e. ICF may consider any suitable achievement not covered within these qualifications, and ICF may award credits at its sole discretion.
- f. ICF has the final authority on all Credits awarded or not awarded and shall make final decisions on all related questions.
- g. If an Applicant’s application does not meet the minimum of 25 Credits, he or she may submit additional materials for Credit, but the total application’s postmark and order will change to the date that the additional materials are received.
- h. Categories and Credits:

i. Publication

1. Magazines

- a. Applicant's Nature Photography appearing in a nationally or internationally marketed magazine will earn Credits according to the magazine's total circulation (see Table 1 below).
- b. For each magazine credit listed on the Application, Applicant must provide proof of publication with one of the following two options:
 - i. Name of the magazine, issue date, page number of the credited image, publisher name and contact information.
 - ii. Tear sheet or photocopies, including the credited photo, Applicant's name in an identifiable photo credit, magazine title and issue date.
- c. Additional photographs by the Applicant in the same article of the same magazine do not earn additional Credits. Credit is given per article and issue, not per photograph.
- d. The Competition seeks Photographers who are widely published, not just thoroughly published in one article.
- e. However, if an Applicant has photographs in two distinct articles in the same magazine (with a minimum circulation of 100,000), Applicant may count each article for Credit.
- f. Magazines must have been published within the three (3) years immediately preceding the start of the Competition registration period.
- g. If Applicant's photograph appears on the cover, Applicant may add one (1) additional Credit to the usual Credits (see Table 1).
- h. If Applicant has a feature article containing at least six (6) Nature photographs by the Applicant, Applicant may add one (1) additional Credit to the usual Credits (see Table 1).
- i. ICF may verify each magazine's circulation and each Credit.

Table 1: Magazine Circulations and Credits	
Circulation	Credits
5,000 – 100,000	1
100,001 – 200,000	2
200,001 – 300,000	3
300,001 – 400,000	4
400,001 or more	5

2. Books or Calendars

- a. Applicant's Nature Photography appearing in a nationally or internationally marketed book or calendar will earn Credits according to the book or calendar's total production run. (See Table 2 below)
- b. For each book or calendar credit listed on the Application, Applicant must provide proof of publication with one of the following two options:
 - i. Provide title of the book or calendar, total number of copies printed, publication date, publisher name and contact information, and page number of the credited image.
 - ii. Tear sheet or photocopies, including the credited photo, Applicant's name in an identifiable photo credit, book title and publication date.
- c. Books must have been published within the five (5) years immediately preceding the start of the Competition registration period.
- d. Calendars must have been published within the three (3) years immediately preceding the start of the Competition registration period.
- e. An Applicant may earn more Credits from a book or calendar that features his or her photography *exclusively*, rather than a book or calendar that is *shared* with one or more photographers. (See Table 2 below)
- f. Additional photographs by the Applicant in the same book or calendar do not earn additional Credits. Credit is not given per photograph, but per publication.

- g. ICF may verify the production run of a book or calendar and Credits.

Table 2: Book or Calendar Production Run and Credits		
Production Run	Exclusive	Shared
2,000 – 5,000	3	1
5,001 – 10,000	4	2
10,001 – 20,000	5	3
20,001 – 30,000	6	4
30,001 or more	7	5

- Publications in newspaper articles, greeting cards, postcards, and posters do not qualify for Credits.
- Publications on the Internet do not qualify for Credits.
- Photos sold to individuals or photos published without compensation do not qualify for Credits.

ii. Commercial Advertisements

- Nature Photography sold as a part of an advertisement may count for one or more Credits each (see Table).
- This includes magazine advertisements, billboards and similar commercial materials.
- Applicant must have received industry-standard fees for photography (see Table).
- Additional photographs by the Applicant in the same advertisement do not earn additional Credits. Credit is given per advertisement, not per photograph.
- Additional instances of the same advertisement in different publications or venues do not earn additional Credits. Credit is given per advertisement, not per publication.
- Applicant must include one of the following: an example piece, a tear sheet or an invoice.

Payment	Credits
\$ 250 - \$1,000	1
\$ 1,001- \$2,500	2
\$ 2,501 & up	3

iii. Professional fee-based Photographic Presentations

- Includes lectures, slideshows or presentations that feature the Applicant's Nature photography.
- Must take place within the three (3) years immediately preceding the start of the Competition registration period.
- For the Application, provide a photocopy from the presentation/seminar program or a letter of agreement from the producer of the presentation/seminar.
- Applicant's Nature Photography must comprise at least fifty-percent (50%) of the images shown at the credited photographic presentation.
- Applicant must have received at least \$250 in fees for each credited photographic presentation.

One (1) Point per Presentation

iv. Day-long Fee-based Photographic Seminars

- Must take place within the three (3) years immediately preceding the start of the Competition registration period.
- For the Application, provide a photocopy of seminar program or letter of agreement from the seminar's producer or manager.
- Applicants earn Credits depending on the duration of the credited seminar(s), but the Applicant must have received at least \$300 per day for each credited photographic seminar. (See Table 3 below)
- Photo trips are not considered seminars and do not earn Credits.

One (1) Point per Seminar

v. Photographic Assignments

1. Each contractual photographic assignment paying industry standard fees may earn one (1) credit per location, at the sole discretion of ICF.
2. Applicant must include proof of assignment and payment.
3. Photographs taken on assignment and subsequently published may also qualify for credits (see Publication section).

vi. Fee-based Museum Exhibits

1. Exhibit must contain at least ten (10) Nature photographs by Applicant.
2. Exhibit must take place within the three (3) years immediately preceding the start of the Competition registration period.
3. For the Application, provide a photocopy of exhibit program or letter of agreement from the exhibit's producer or manager.
4. Applicant's Nature Photography must comprise at least fifty-percent (50%) of the specific exhibit.
5. Applicant will earn Credits according to the number of annual visitors to the museum.
6. Exhibits at venues other than museums will not earn Credits.
7. For the Application, provide the name of the museum, dates of the exhibit, name of the exhibit's director or museum curator and contact information.

Table 4: Museum Visitors and Credits	
Annual Visitors	Credits
50,000 – 100,000	1
100,001 – 200,000	2
200,001 – 300,000	3
300,001 – 400,000	4
400,001 or more	5

vii. Photo Competition Titles / Awards

1. If Applicant has won title(s) in any year's wildlife photo contest produced by The Valley Land Fund (VLF) and/or the Coastal Bend Land Trust (CB), the title(s) count for Credits according to placement and Competition (see Table 5 below).

Table 5: Valley Land Fund / Coastal Bend	
Title	Credits (VLF or CB)
First Grand Prize	5
Second Grand Prize	4
Third Grand Prize	3
Fourth Grand Prize	2
Fifth Grand Prize	1

2. If Applicant has won title(s) or award(s) in any year's photo Competition produced by the BBC (BBC) and/or Nature's Best Photography Magazine (NB), the title(s) count for Credits according to placement and Competition. Each title counts as Credit(s), even if Applicant wins multiple titles in the same year. (See Table 6 below)

Table 6: BBC / Nature's Best Photography Magazine	
Title	Credits (BBC or NB)
Grand Prize	5
First Prize (Any Category)	3
Highly Honored	1

3. If Applicant has won title(s) or award(s) in any major photo competitions other than those listed, Credit(s) may be given to Applicant at the ICF's discretion.

4. Any former Grand Prize (First through Third Place) winner of any year's Pro-Tour competition is automatically eligible for any future Pro-Tour, unless he or she has been otherwise disqualified.
- viii. Honorary NANPA Fellowship
 1. Members of the Honorary NANPA Fellowship may count their membership as five (5) Credits.
 2. Minimum qualifications for the Fellowship include twenty (20) years spent professionally in the field of Nature Photography.
- i. All twenty-five (25) Credits must be documented on the written Application.
- j. It is the responsibility of the Applicant to provide acceptable proof of each credited achievement on his or her Application to the Competition. Acceptable examples of proof are detailed in each of the categories listed above.
- k. ICF will decide if each Credit and/or proof of Credit is acceptable. All decisions of ICF are final.
- l. By signing the Photographer Application, Photographer Applicant agrees to the following:
 - i. That all statements made on the Photographer Application are factual and true.
 - ii. That the Photographer Applicant has not photographed on their Hill Country Ranch anytime within the past three (3) years.
 1. Abide by the Official Definitions and Rules of the Competition
 2. Abide by the decisions of ICF.
 3. Allow Landowner Teammate to receive a copy of Photographer's final submitted Portfolio of Images on recordable CD or DVD. This copy may be used only for the Landowner's own personal use and/or the promotion of a nature based photographic business utilizing his/her ranch, and each Landowner will sign a document to this effect. ICF will produce this CD or DVD.
 4. Hold harmless for any and all injuries or losses sustained before or during the Competition: all Landowners, Photographers; Boards, Committees, members of ICF, TNC, TWA and their affiliates; staff members or representatives of ICF, TNC, TWA and their affiliates.
 - iii. Photographer Applicant understands that the Competition *requires* a serious commitment on of both the Photographer and the Landowner, and that both members of the Team must honor each other's commitment.
 - iv. Photographer Applicant therefore understands that if he or she withdraws from the Competition during the Competition Period without a valid reason, he or she:
 1. Shall receive no refund of entry fees.
 2. Shall lose his or her ability to compete in any future ICF events, including the Pro-Tour.
 3. Validity of reason for withdrawal shall be decided at the sole discretion of ICF.

19. Registration Fee

- a. In order to complete Registration, Each Landowner and Photographer invited by ICF to participate in the Competition must pay Registration Fee in the form of a personal or corporate check payable to "Images for Conservation Fund." (See Table 7)
- b. Registration Fee is \$1,100 for each participating Landowner and Photographer.
- c. Alternate Landowners and Alternate Photographers may pay Registration Fee upon accepting an invitation by ICF to participate in the Competition.

Table 7: Registration Fee	
Photographer	Landowner
\$1,100	\$1,100

- d. Registration fee includes participation in the Competition, two (2) tickets to the Awards Ceremony.

20. Other Costs:

- a. Arrangements and costs for travel to and from the Competition Area is the sole responsibility of each Photographer.
- b. Each Photographer is responsible for the cost of film and processing. (See Distribution of Film / Digital Media below.)
- c. Film/Card Fee: During the Competition Period, each Photographer will buy specially marked film and/or digital media directly from ICF at standard market prices and will pay for processing at an ICF-approved

professional photo lab. These controls exist to help ensure the integrity of the images and competition as a whole.

21. **Matching Process:**

- a. Two weeks before the start of the Competition Period, ICF will conduct a random drawing to officially match each Photographer with a Landowner Teammate.
 - i. Teams established by ICF in the matching process shall be the only Teams recognized for the Competition, except in the case of substitution by an Alternate Photographer or Landowner.
 - ii. Under no circumstances may any Photography or Landowner select his or her Teammate for the Competition.
- b. After the official matching process is complete, the Preparation Period begins and each Team may begin preparations for the Competition.
- c. It is the sole responsibility of Team members to plan, fund, implement and manage any preparations for the Competition.
- d. It is important that no Photographer or Landowner has any significant advantage over another.
 - i. On the Application, each Photographer Applicant is asked to state if and where he or she has photographed in the Competition Area within the past three (3) years.
 - ii. Each Photographer must notify ICF if, when and where he or she will be photographing in the Competition Area at any time between submitting his or her Application and the beginning of the Competition Period.
 - iii. No Photographer shall be matched with a Landowner on whose Registered Land the Photographer has photographed at any time within the three (3) years prior to the start of the Competition Period.

22. **Participant:** Any Photographer Applicant or Landowner Applicant who (a) has been officially invited by ICF to register in the Competition, (b) has paid the Registration Fee, and (c) has signed the appropriate (Photographer or Landowner) agreement.

23. **Cancellations:** If, for any reason, a Participant cancels his or her Registration in the Competition, he or she may receive a full or partial refund of registration fee as follows, according to the date of Cancellation:

- a. If Cancellation occurs at least 180 days prior to the start of the Competition Period, Participant will receive a full refund of Registration Fee.
- b. If Cancellation occurs between 90 and 180 days prior to the start of the Competition Period, Participant will receive a 50% refund of Registration Fee.
- c. If Cancellation occurs at or within 90 days prior to the start of the Competition Period, Participant will not receive a refund of Registration Fee.

24. **Team:** A Photographer and Landowner, both of whom (a) have submitted a complete Application to ICF, (b) have been invited to register as Participants by ICF, and (c) have been officially matched as a Team through the random Matching Process.

25. **Teammate:** The person (or entity) that is officially matched with a Photographer or Landowner as a Team for participation in the Competition.

26. **Alternates:** During the registration process, ICF will designate five (5) Alternate Photographers and five (5) Alternate Landowners

- a. If a Photographer or Landowner must leave the Competition at any time before April 8, 2006, (the second week of the Competition Period) an Alternate may be chosen by ICF to fill the unforeseen vacancy and participate in the Competition.
- b. Alternate Photographers will be chosen in the order of their original assignment (i.e. 21st, 22nd and 23rd). Alternate Landowners will be selected according to the same criteria used by ICF in the original selection of Landowner Participants.

27. **Preparation Period:** March 18, 2006, through March 31, 2006. During this period, Photographers and Landowners may meet to strategize, build photo blinds, et cetera, in preparation for the Competition.

28. **Non-Photographic Assistant:** Each Photographer may choose to bring one (1) Non-Photographic Assistant to the Competition. The Non-Photographic Assistant may consult with and support the Photographer but may not

create Images for the Competition. The role of the Non-Photographic Assistant is comparable to the role of a caddy in golf.

29. **Photographer/Landowner Relationship:**

- a. The Landowner agrees to provide lodging and food preparation facilities for one (1) Photographer and one (1) Non-Photographic Assistant for the duration of the Preparation Period and Competition Period (total of six weeks).
- b. The Photographer member of any Team must abide by the guidelines for use of and access to the Registered Land that his or her Landowner Teammate will have established on the Landowner's original Application.
- c. Landowners may require Photographers to sign a release of liability form and/or show proof of personal liability insurance before allowing access to land.
- d. It is the sole responsibility and within the sole discretion of the Photographer to create all of the Images and to select which Images shall be part of his or her Team's Portfolio submission for the Competition.
- e. Complaints
 - i. Any complaint concerning a Team member's conduct during the Preparation Period or the Competition Period should first be discussed between the members of the Team.
 - ii. If the complaint is not resolved among the Team members, then the complaint should be brought to the attention of ICF. Complaints concerning alleged rules violations must be submitted to ICF in writing (letter, e-mail or fax).
 - iii. If ICF finds that a violation of the Competition rules has occurred, the penalty for said violation shall be left to the sole discretion of ICF.
- f. All other matters and agreements not covered in these Official Definitions and Rules are strictly between each Team's Photographer and Landowner.

30. *This amendment replaces Rule #30: **Distribution of Film / Digital Media:** ICF has established several control mechanisms with the sole intent to help ensure the integrity of all Images and fairness to all Participants.*

- a. Each Photographer has unlimited use of qualified film and/or digital media, so long as he or she abides by the following rules:
- b. FILM
 - i. Each Photographer needs to determine his or her film needs for the Competition Period and order the new, unexposed film to be shipped to: The Slideprinter (ATTN: Suzy Matthews), 145 West Alameda, Denver, CO 80223. (Phone: 303-698-2962)
 - ii. As the Official Pro-Tour Lab, The Slideprinter will ID mark the film and the canister and send the film to the appropriate photographer or destination requested for use in the Competition.
 - iii. Film used for the Competition must be processed at The Slideprinter. Photographer pays for all processing. Film will be inspected for ID marks, and the resulting Slides will be inserted in tamper proof mounts. Original slides are to be submitted along with a Photographer's Digital Portfolio, which should include both JPEG and TIFF files. Slides that have the mounts that are tampered with and their corresponding Portfolio images will be disqualified and will not score points.
 - iv. The Slide Printer is also willing to scan slides into digital format in preparation submission to ICF.
- c. DIGITAL MEDIA
 - i. If possible, Photographers will meet on March 31, 2006, at a designated location with all of the digital cameras they intend to use for the Competition. At the meeting, each Photographer will reset the image counter to "0001" on each of his or her cameras, and then photograph the day's newspaper (supplied by ICF). This will help to ensure that all digital Images submitted in a Team's Pro-Tour Portfolio will have been captured during the Competition Period.
 - ii. ICF must have the name that each camera is registered to, i.e. the participants name or if borrowed what name is it registered in.
 - iii. If a Photographer arrives after March 31, or is unable attend this meeting, he or she must follow the same procedure with a newspaper dated on the date he or she arrives (March 31 or after).

31. *This Amendment replaces Rule # 31: **Image:** Any mounted 35mm original transparency from 35mm slide film or standard format (2:3 ratio) digital image file that is photographed (a) by a registered Photographer, (b) for the Competition; (c) between April 1, 2006, and April 30, 2006; (d) on the Registered Land of the Photographer's Landowner Teammate; and (e) composed of wildlife, landscape, plants or flowers found on that Registered Land.*

Images must be color only, unless all participating photographers are planning to photograph in black & white or infrared. Only standard format (2:3 ratio) Images are allowed.

32. **Subject Matter:** All Images must be composed of wildlife, plants or landscapes found on Registered Land owned by the Landowner member of each Team.
33. **Vegetation:** Any vegetation used as a prop must be naturally occurring in the Competition Area.
34. **Divisions**
- Birds
 - Mammals
 - Insects, Arachnids & Arthropods
 - Reptiles & Amphibians
 - Plants & Landscape
35. **Portfolio:** A collection of no less than one (1), but not more than seventy-five (75) standard format (2:3 ratio) Images in the form of Digital Files stored on one or more CD-R, DVD-R or DVD+R discs.
36. **Digital File:** An Image that meets all of the following criteria:
- Captured through the lens of a digital camera or scanned directly from a 35mm slide.
 - Has a file size of at least 30 megabytes and is stored in the TIFF file format. Technology may cause this to be changed before the start of the competition.
 - Contains absolutely no change of content from the original Image.

37. *This amendment replaces Rule # 37: **Digital Processing for Submission***

Digital Processing: Image Preparation - Do not allow anything to be added to an image.

A single frame, a single exposure equals one photo. Only cosmetic adjustments to images are allowed and are limited to naturalizing the color rendition and elimination of dust spots. Digital manipulation is only acceptable if limited to cleaning work (dust), levels, curves, color, saturation and contrast work, applied to the image as a whole. Masking sections of the work, compositing, multiple exposures, layers and the use of multiple channels are not allowed. Each Photographer must personally perform the process of Digital Processing for his or her Images (if desired) and take total responsibility for the outcome of the process.

An alternate procedure would be for participants may send digital images to the Slide Printer for the allowed cosmetic adjustments. You will need to call them to see what charges will be incurred.

Submissions: All Submissions will be in digital format.

There are no changes in film submissions – submit original slides, JPEG, & TIFF formats (up to 75 images) for judging.

Photographers shooting in digital format will submit the following:

- On DVD all RAW images or sequence numbers shot during the contest period. Since the sequence numbers starting the tournament began at 0001, ICF would have every RAW image shot and retained and every deleted image sequence number.
 - On DVD in RAW, JPEG & TIFF formats the portfolio (up to 75) for judging.
38. **Portfolio Submission Deadline**
- All Portfolios must be received by ICF by 5:00 pm (Central Time) on May 15, 2006.
 - Portfolios not received by the deadline will not be accepted in the Competition.
39. **Portfolio Submission Requirements**
- Each Portfolio must consist entirely and exclusively of Images taken by Photographer during the Competition Period on the Registered Land owned by his or her Landowner Teammate.
 - For each submitted Image that was originally captured on slide film, the Photographer must submit the original slide along with the digital Portfolio for comparison purposes.
 - ICF also will maintain a thumbnail library of all original digital Images for comparison with the Images submitted in each Photographer's Portfolio.
 - The Digital Files on each CD-R must be grouped into folders by Division.

- e. Images may not be optimized in any way aside from basic Color Correction and dust removal.
- f. Images shall be full-frame and may not be cropped.
- g. Only standard format (2:3 ratio) are allowed.
- h. No Team may submit more than one Portfolio.
- i. No single Portfolio may include more than 75 Images.
- j. No Portfolio may include more than fifteen (15) Images in any single Division. If this occurs, Images will be randomly eliminated from each Division containing greater than fifteen (15) Images until each Division has no more than fifteen (15) Images.
- k. A Portfolio may contain no more than two (2) Images featuring the same species in the same Division.
- l. Eliminated or disqualified Images will earn no points for the Team's Portfolio.
- m. If a Team submits two or more Similar Images, only one (1) of these Images will be chosen (at random) to be judged. All of the other Similar Images will be disqualified and removed prior to the judging process. See "32. Similar Images" for an official definition.
- n. Photographers with questions concerning specific Images may contact ICF for assistance no later than 5:00 pm on May 11, 2006.
- o. It is the sole responsibility of the Photographer to take all of the Photographs and select those Images to be included in the Team's Portfolio in the Competition.
- p. It is the sole responsibility and within the sole discretion of the Photographer to determine which Division each Image belongs in the Portfolio. For example, if an Image contains a snake and a bird, it may be submitted as part of the Birds Division or Reptiles & Amphibians Division, but not both.
- q. Neither the Image handlers for judging nor the Competition Judges themselves will move any Image to any other Division.
- r. Images submitted in the incorrect Division will be disqualified and earn no points for the Portfolio.
- s. Detailed guidelines for Portfolio submission will be sent to each Photographer.

40. **Judges and the Judging Process**

- a. ICF will select three Judges who are highly qualified, widely respected, broadly experienced professionals who will evaluate Images through an anonymous, confidential and impartial process.
- b. ICF will monitor the Judging Process to ensure fairness and impartiality. All Images and Portfolios will be numbered and totally anonymous to the Judges.
- c. All Images eligible to be judged will be judged by all of the Judges. Disqualified images will not be judged.
- d. All judged Images will receive one (1) to ten (10) points from each Judge at their sole discretion.
- e. ICF shall instruct judges to award points based on originality of execution, aesthetic appeal and interest value.
- f. All decisions of the Judges are final.

41. **Similar Images:** The same subject photographed at essentially the same time, in the same lighting, at the same location, at the same angle of view, and with the same or similar focal length lens.

42. *This Amendment replaces Rule 42: **Treatment of Animals*** No mammals may be trapped or restrained with the exception of: mice, rats, shrews, moles and voles. Judges may prefer Images that appear natural over those that appear to use restraint.

43. **Restraint of Mammals, Insects, Arachnids, Arthropods, Reptiles & Amphibians**

- a. Portfolios including Images of Mammals, Insects, Arachnids, Arthropods, or Reptiles & Amphibians, that have been carefully restrained for purposes of taking the photograph are permitted, provided that said Mammals, Insects, Arachnids, Arthropods, Reptiles & Amphibians are released unharmed and where they were found.
- b. If the subject is dangerous to humans, it may be released where the risk to humans is minimized.
- c. Birds may not be trapped or restrained in any way.

44. **Disqualifications** Violation of any of these rules or federal, state or local laws pertaining to wildlife by any Photographer or Landowner may result in disqualification of a single image or the entire portfolio. The disqualification of the entire portfolio will cause the forfeiture of Registration Fees and all prize money. ICF will resolve all complaints, disputes and any questions. All decisions of ICF are final. ICF reserves the right to audit and verify the validity / authenticity of any submitted Image. If a violation is discovered after the completion of

the Competition, any prize money received shall be returned to ICF. If the prize money is not returned, ICF shall have the option of legal action to enforce compliance. Disqualification of a portfolio will result in permanent ineligibility of that Photographer or Landowner in future Pro-Tours.

- a. All disqualified Images will receive a total score of 0.
- b. An Image will be disqualified if:
 - i. It shows evidence of animal duress
 - ii. It contains captive-raised animals or non-wildlife animals such as livestock, or pets unless Nature is the predominant subject of the Image.
 - iii. It contains one or more human beings.
- c. A Photographer's entire Portfolio will be disqualified if the Portfolio contains an Image that:
 - i. Contains one or more subjects located on land other than the Registered Land of the Photographer's Landowner teammate.
 - ii. Is photographed outside of the Competition Period.
 - iii. Includes an Image of one or more animals transported from outside the Registered Land to the Registered Land for purposes of obtaining a photograph during the Competition Period.
 - iv. Has been illegally enhanced in-camera or digitally. Illegal enhancements include: images that are digitally altered or optimized (except for basic color correction), double exposures, sandwich shots, or images other than the pure image as captured in the camera.
- d. ICF will maintain a library of all original digital Images for comparison with the Images submitted in each Photographer's Portfolio.
- e. ICF will also have on-hand local biologists and wildlife experts to screen submitted Images prior to and throughout the Judging Process. Judges may consult with on-hand local biologists and wildlife experts for any questions relating to any Image.

45. Rules Interpretation and Enforcement

- a. At its sole discretion, ICF shall decide all questions of rules interpretation and enforcement.
- b. Complaints concerning alleged rules violations must be submitted to ICF in writing (letter, e-mail or fax).
- c. At its sole discretion, ICF may investigate complaints and enforce penalties where necessary. All decisions made by ICF are final.

46. Awards

- a. Winners and Team placements are determined solely by the total of aggregate points awarded by the Judges for each Team's Portfolio (portfolio of up to 75 Images).
- b. Cash prizes will be awarded to the top 14 Teams that accumulate the most total points for their Portfolios.
- c. Based on total points, the top three (3) Teams will be designated "Grand Prize Winners."
- d. Cash prizes are calculated as a percentage of the money specifically allocated by ICF for the Competition's total prize money.
- e. Prize money will be divided equally between the winning Team members.
- f. ICF will distribute checks to the Photographer and Landowner of each winning Team.
- g. ICF will pay out a total of \$160,000 in prize money. Cash prizes shall be awarded as percentages of the total prize money raised. (See Table 8)

Table 8: Placements and Percentages		
Team Placement (Based on points)	Cash Prize (As percentage of total)	Team Cash (Assuming \$160,000 total payout)
1	40.0	\$64,000
2	20.0	\$32,000
3	10.0	\$16,000
4	5.0	\$8,000
5	4.5	\$7,200
6	4.0	\$6,400
7	3.5	\$5,600
8	3.0	\$4,800
9	2.5	\$4,000
10	2.0	\$3,200
11	1.5	\$2,400

12	1.5	\$2,400
13	1.5	\$2,400
14	1.0	\$1,600
Total	100	\$160,000

47. Image Return [ensure that portfolio resolution is sufficient for the book]

- If submitted with a Portfolio, original 35mm slides will be returned to the Photographer within 30 days of the close of the Judging Process.
- Portfolios of Digital Images submitted for the Competition will not be returned to the Photographer.
- If Photographer requests copies of his or her Portfolio discs, the copies will be made on a new set of CD-R, DVD-R or DVD+R discs and sent to the Photographer.

48. Awards Celebration: Gala event currently scheduled for Saturday, June 18, 2006. Each Competition Participant has two free tickets to this exciting event and should plan to attend. ICF will sponsor flights and a two-night hotel stay for each Grand Prize winner and a companion.

49. Damaged or Lost Images

- ICF shall take all reasonable precautions to protect original Images (slides or digital files) it receives. If any of the Images are damaged while in the possession of ICF, they will be repaired.
- In the event of total loss caused by ICF, the value of each original Image will be determined on a case-by-case basis.
- In no case shall the value of an original Image exceed \$300, nor shall ICF be liable to the Photographer for more than \$300 per original Image.
- Only original Images (slides or digital files) shall have value for loss or damage.
- No copies or dupes shall have any value for loss or damage.

50. Ownership and Use of Images

- Images and all applicable copyrights remain the property of the Photographer, unless the Photographer withdraws from the Competition during the Competition Period without a valid, certifiable and truly significant reason.
- ICF reserves rights to use submitted Portfolio Images for purposes including but not limited to:
 - Promoting ICF and future competitions produced by ICF
 - Providing prints for benefits packages to reward Pro-Tour sponsors
 - Producing prints for display at the Awards Ceremony.
 - Producing prints for display in traveling galleries, museums and/or exhibits that promote the Pro-Tour or other ICF-produced events.
 - Use in articles, publications, brochures and other materials that promote ICF-produced events. Credit will be given to both Photographer and Landowner.
 - Producing the official Photo Book that commemorates the Pro-Tour.
 - Maintaining an archive record of submitted Portfolios.
- ICF shall not sell prints or Images.
- ICF will direct any inquiries regarding commercial use of any Image(s) to the appropriate Photographer(s).
- Commercial (corporate & other) sponsors are given special limited usage rights. Sponsors have the right to use one (1) image per \$5,000 of sponsorship for a one-year period during the two years following the Pro-Tour event they sponsor. Each usage must credit the ICF Pro-Tour, the photographer, and the landowner. There can be no digital alterations or changes to images without the express permission of the photographer.

51. This Amendment is a new Rule: Affidavit and Polygraph Exam

Directly after the Competition Period has ended, each Photographer and Non-photographic Assistant must sign an affidavit before a notary attesting that they have not violated tournament rules in any way. Non-photographic assistants violating the rules while advising the participating photographer will be treated the same as the participating photographer violating the rules. ICF, at its sole discretion, can determine that a photographer has violated contest rules and demand return of all prize money, etc.

ICF reserves the right to require a polygraph test for any or all participants. Failure of this test or refusal to take the test will result in forfeiture of all prize money.

52. **Amendments and Eventualities:** Any issue or decision or situation not specifically addressed in these Definitions and Rules, shall be considered and decided upon by ICF at its sole discretion on an as-needed basis. ICF reserves the right to amend these Rules at any time prior to the start of the competition.