The L.A. Model Search Contest Official Rules

No entry fee or purchase is necessary to participate (this contest is void where prohibited by law).


By entering the Contest, entrant agrees to be bound by these rules and to accept as a final all decisions of the judges appointed by L.A. Models.

1. ELIGIBILITY: The Contest is open to individuals born as females who meet the following eligibility criteria:
   - Must be between the ages of 13 and 23 on the day of entry.
   - Any entrants under the age of 18 must have parental consent to enter.
   - Must be in excellent health.
   - Must not have ever been convicted of a crime.
   - Must be a legal US Resident.

2. ENTRY DEADLINES: Contest opens for registration at 12:01 a.m. E.T. on 07/27/13 and finishes at 11:59 p.m. E.T. on 10/15/13. Entries must be received on or before 10/15/13 in order to be eligible for the contest. No late submission will be accepted. If the contest cannot be run as planned for any reason, including computer viruses, tampering, technical or other problems which damage its operation or integrity, L.A. Models and/or its appointed judges reserve the right to cancel, delay or modify the contest.

3. HOW TO ENTER: Contestant must register online and upload current photograph by going to www.lamodels.com or www.lamode ls.com/become (the "Websites"), and follow the instructions on how to submit your photographs. Contestant warrants and represents that all information entered on registration form is truthful in all respects and that contestant is 13 years of age or older at the time of the photographs. See Rule 5 for judging criterion. The entrant must be the only individual shown in the photograph. The photograph must be original and not have been previously publicly displayed or disseminated and the entrant must own all rights to all of the material in it. It must not include (i) material that is unlawful; violent; threatening to any person, place, business, group or world peace or that contains words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation or socioeconomic group; libelous or defamatory; sexually explicit, indecent, obscene, vulgar, pornographic or profane; (ii) material that violates the intellectual property, privacy or other rights of third parties; or (iii) material that otherwise violates these Official Rules in whole or in part. There must not be any visible logos or visible paintings, photographs or other artwork in the photograph. An entry may only be submitted by the one individual shown in the photograph, even though more than one person might have taken part in the making of the photograph. Participants are solely responsible for Internet connectivity, software and/or hardware that may be required in order to create and/or submit any online entry.

4. PRIZE: Up to (3) prizes will be awarded consisting of: a) A 2-day/1-night trip for the winner to Los Angeles, Ca where the winner will participate in a test photo shoot ("Photo Shoot") and a meeting with L.A. Models for a chance to for a modeling contract (the "LA/Trip"). L.A. Models will have the final decision on the outfit, hair, and makeup worn by winner for the Photo Shoot. The LA/Trip includes: i) Coach-class round-trip airfare for one (2) one from a major airport closest to winner’s U.S. residence to an airport in Los Angeles (must fly to and from same airport); ii) One night's lodging; Approximate retail value ("ARV") of NY/Trip is $1,000. The actual values of the LA/Trip may vary depending on location of winner and fares/rates when this trip is booked. The total cumulative ARV of the prize is from $1,000 to $2,000. L.A. Models reserves the right, in their
sole discretion, to award a cash travel allowance or ground transportation in lieu of air transportation if the winner resides within 300 miles of either of the above-mentioned prize trip destinations. All prize details for the above-mentioned prize trips (including, but not limited to airline, flight, seat, hotel, and room) will be designated solely by L.A. Models, and may be changed at any time based on L.A. Models' sole discretion. Prize does not include meals, room service, transfers, gratuities or any other expenses not specifically listed herein. If winner cannot take LA/Trip on dates specified by L.A. Models, that portion of prize will be forfeited and not awarded. Subject to the conditions herein, the prize will be awarded. Prize is nontransferable and must be accepted as awarded. No cash or other substitution may be made, except by L.A. Models in the event that prize cannot be awarded for any reason, in which case, L.A. Models will award a prize of equal or greater value (except as otherwise described herein). All federal, state, and local taxes, fees and surcharges, if any, on prizes are the sole responsibility of the prize winner, who will be issued an IRS Form 1099. L.A. Models is not responsible if, for any reason, the Contest is postponed or cancelled and no additional prize will be awarded in its place. If the Winner is disqualified, L.A. Models may, in its sole discretion, award the prize to the runner-up.

5. JUDGING CRITERIA: At each stage of the contest, judging will be performed by a panel of judges ("Judges") designated at the sole discretion of L.A. Models. Contestants agree to be bound by these rules and the decisions of the Judges, whose decisions are final and binding. Winning is contingent upon fulfilling all requirements in these rules. In each round of judging, each contestant's registration form, photographs, and/or video/audio (together the "Entry") will be judged using the following criteria in equal measure: presentation, photogenic qualities, expression, clothing, makeup, and hair ("Judging Criteria"). In the event of a tie, to break the tie, tied Entries will be judged on presentation and photogenic qualities only ("Tie Judging Criteria"). In all there will be three rounds of judging. It is tentatively planned to announce the winner on the New York Models Model Search on their web site (and in magazines where this contest has been featured).

6. OWNERSHIP AND PUBLICITY RIGHTS: By submitting an online entry, the online entrant represents and warrants that the photographs are original, that entrant owns all rights to all of the material in it, and that Sponsor's use of it, or any parts thereof, will not infringe upon the rights of any third party, including, without limitation, any intellectual property or privacy rights. In exchange for the opportunity to participate in this Contest, each online entrant assigns all right, title and interest in and to the entry, including any copyrights and moral rights therein, to L.A. Models. Accordingly, each online entrant acknowledges and agrees that, once submitted and assigned, the entrant has no further rights to the online entry and L.A. Models shall have the perpetual, royalty-free, worldwide, and irrevocable right to use, edit, alter, copy, reproduce, disclose, display, publish, prepare derivative works from, perform, distribute, exhibit, broadcast, or otherwise exploit the online entry, in whole or in part, whether in connection with the Search or not, in any form, media or technology now known or hereafter developed, including, without limitation, the Internet, broadcast and cable television, for any purpose whatsoever, including but not limited to, advertising, promotion, entertainment and commercial purposes, without any payment to, or further authorization by, the entrant. Each online entrant further grants to Sponsor the unrestricted, irrevocable right but not the obligation, to use the entrant's name, address, photograph, picture, likeness, moving image, voice, biographical material, and personal information, whether in their original form as submitted on the entry, or as altered, edited, lifted or reproduced by Sponsor, in perpetuity throughout the world, whether in connection with the Search or not, in any form, media or technology now known or hereafter developed, including but not limited to the Internet, broadcast and cable television, for any purpose whatsoever, without payment to, or further authorization by, the online entrant. Without limiting the foregoing, each online entrant acknowledges that the photographs may be made available for public viewing on the Internet and that the photographs or parts thereof may be included in L.A. Models advertising and marketing. Each online entrant releases L.A. Models from any and all claims for damages for
libel, infringement of the right of publicity, invasion of privacy, portrayal in a false light, or any other claim based on use of the audiovisual recording or photograph. By entering this Search, each online entrant further agrees that excepting entrant's enjoyment of the online entry in the privacy of entrant's home, entrant may not use or permit others to use the entry without obtaining the prior written approval of L.A. Models.

· 7. LICENSES AND ASSIGNMENTS: L.A. Models may license and assign to one or more third parties any and/or all of the rights (in whole and/or in part) granted to L.A. Models hereunder.

· 8. GENERAL CONDITIONS: Participation in this Contest constitutes agreement by entrant to be bound by these Official Rules. Finalists are responsible for making all necessary arrangements with employers, employees, family members and any other parties in anticipation of their extended absence from home and work. All entrants shall conduct themselves in a decorous manner at all times during their participation in the Contest. L.A. Models reserves the right to disqualify any entrant based on her physical or mental health in L.A. Models’ sole discretion. L.A. Models reserves the right to disqualify any entrant if such entrant has engaged in, or during the Contest engages in, any act which, in L.A. Models’ sole judgment, involved moral turpitude or which brings L.A. Models or entrant into public disrepute, contempt, scandal or ridicule, or which damages, denigrates or injures the reputation or success of L.A. Models or its products or services. All entrants agree to execute any documents and instruments and take any further acts as L.A. Models may reasonably request in order to effectuate the terms and conditions of this Contest. Contest is subject to all federal, state and local laws and regulations. L.A. Models reserves the right, in its sole discretion, to suspend or terminate this Contest should virus, bugs, technical failures of any kind; lost or unavailable network connections; incomplete, garbled or delayed computer transmissions; any technical or human error which may occur in the processing of submissions which may damage a user’s system or limit a person's ability to participate in the Contest; fraud; or problems or errors of any kind in the administration or fulfillment of the Contest, including without limitation mechanical, human, printing, distribution or production errors. L.A. Models may prohibit a person from participating in the Contest or winning a prize if, in its sole judgment, it determines that said person is attempting to undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices or intending to annoy, abuse, threaten or harass L.A. Models, its agents, or other entrants. All decisions of L.A. Models and judges are final. Contestants agree that by pre-registering online, they release L.A. Models and their respective agents from any liability in connection with any error, omission, interruption, deletion, defect, delay, misdirection, damage, injury, technical malfunctions or traffic congestion on the Internet/telephone network, or at any website, or any combination thereof.

· CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE THE WEBSITES OR UNDERMINE THE LEGITIMATE OPERATION OF THE SEARCH MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, O’NEAL RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY’S FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

· 9. USE OF THE WEBSITES AND FACEBOOK PAGES: The Websites and L.A. Models Facebook pages are provided on an "as is" and "as available" basis. Except as specifically provided herein, to the fullest extent permissible pursuant to applicable law, L.A. Models expressly disclaims all warranties of any kind, whether express or implied, including, without
limitation, any warranties of merchantability, fitness for a particular purpose, and noninfringement. L.A. Models does not make any warranty that the Websites of Facebook pages will meet your requirements, or that access to the Websites or Facebook pages will be uninterrupted, timely, secure, or error-free, or that defects, if any, will be corrected.

- **10. LIABILITY LIMITATIONS:** By entering this Contest, entrant acknowledges that the contest is in no way sponsored, endorsed or administered by, or associated with, Facebook. The entrant understands that all information and all photographs are being disclosed to L.A. Models and not to Facebook. Participation in the Contest constitutes agreement by entrant that L.A. Models and Facebook, their parents, subsidiaries and affiliated companies, licensees, successors, assigns, legal advisors and web masters, and all of their respective officers, directors, employees, representatives and agents (individually and collectively “Releasees”) are released from, will have no liability whatsoever for, and shall be held harmless by entrant (and entrant’s parent/legal guardian, if applicable) against any and all claims, losses or liabilities (including death or property damage) arising out of our relating to participating in this Contest or any Contest-related activities on use or misuse or redemption of a Contest prize. Winner and winner’s guest shall be required to sign a written release form, which includes, but is not necessarily limited to all of the above-mentioned release terms before winner and guest can participate in the 2 day/1 night trip.

- **11. ERRORS:** L.A. Models will not be responsible for lost, late, illegible, damaged, incomplete, stolen, or misdirected entries, typographical or other human or technical errors in the offer or administration of this contest, including but no limited to errors in advertising, the Official Rules, the selection and announcement of the winner(s) or the distribution of the prize. L.A. Models reserve the right to modify these rules for clarification purposes without materially affecting the terms and conditions of the contest. In the event that the contest is challenged by any legal or regulatory authority, or is not capable of running as planned, L.A. Models reserve the right to discontinue or modify the contest, or to disqualify contestants residing in an affected geographic area. In such event, L.A. Models shall have no liability to any entrants who are disqualified due to such an action. Entries considered not complying with the rules and conditions of the contest or in the judging panel’s discretion, inappropriate or offensive will be disqualified and removed from website and subsequent judging.

- **12. APPLICABLE LAW AND VENUE:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and/or L.A. Models in connection with the Contest, to the extent permitted by law shall be governed by and construed in accordance with the laws of the State of California, without regard for the conflicts of law doctrine of that State or any other jurisdiction. Each entrant irrevocably submits to the exclusive jurisdiction of the Federal and State courts located in the County of Los Angeles, State of California for the purpose of any suit, action or other proceeding arising out of or relating to this Contest or any Contest-related activities or use or misuse or redemption of a Contest prize, and any such disputes, claims or causes of action shall be resolved individually, without resort to any form of class action. In no event shall an entrant be entitled to any equitable or injunctive relief. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorney’s fees.

- **13. WINNER LIST:** For winner information email L.A. Models at www.lamodels.com

- **18.** The contest award prizes, rules and conditions are subject to change without prior notice to all contestants.