



# ENTRY GUIDELINES

# START AN ENTRY

You will have until July 18 to upload submissions and add captions.

Submit your best photos and videos made close to home or in any yard, local public or private garden, local park or preserve. Finalists are featured in *Nature's Best Photography* social media and NBP presentations. Entries are judged on overall appeal, technical quality, composition, originality, and artistic merit.

### CASH PRIZES & AWARDS

**PRO WINNER:** Win \$1,000 USD cash, personalized Award Plaque, publication in *Nature's Best Photography*, 1-year NBP magazine subscription (or renewal or gift) and display in NBP presentations and online galleries.

**AMATEUR WINNER:** Win \$1,000 USD cash, personalized Award Plaque, publication in *Nature's Best Photography*, 1-year NBP magazine subscription (or renewal or gift) and display in NBP presentations and online galleries.

**YOUTH WINNER:** Win \$500 USD cash, personalized Award Plaque, publication in *Nature's Best Photography*, 1-year NBP magazine subscription (or renewal or gift) and display in NBP presentations and online galleries.

**HIGHLY HONORED FINALISTS:** Personalized Awards Certificate, publication in *Nature's Best Photography*, and display in NBP presentations and online galleries.

ENTRY FEE: \$30 US Pro and Amateur | FREE for Youth (age 18 and under as of 7/18/24)

- PROFESSIONAL individuals age 19 and older who earned \$5,000 or more in the past year on photography.
  AMATEUR individuals age 19 and older who earned between zero and \$4,999 in the past year on photography. (This includes any photography not just nature photography.)
- You may submit up to 25 images per entry. Enter as many times as you like. Fees may be paid online in the Entry Form with Visa, MasterCard, or American Express credit cards OR by mailing a check made out to: Nature's Best Photography (no foreign checks).
- If you experience trouble paying by credit card, please make sure the address on your User Account matches what your CC company has on file for your card. You may also call 703-467-9783 (inside the USA) to arrange payment. We can accept PayPal by emailing amanda@naturesbestphotography.org.





# CATEGORIES / SUGGESTED TOPICS

One Winner will be chosen in each Expertise Level (Pro, Amateur, and Youth), and the Highly Honored finalists will be selected from among all entries in any of the suggested topics listed below. *Note: There will not be a winner in each category. See how to enter on next page.* 

### WILDLIFE:

Wild animals in outdoor habitats close to home—birds, mammals, amphibians, reptiles, etc. Note: \*NO captive animals or pets will be accepted!

#### PLANT LIFE:

Flowers, trees, and other flora close to home (try to identify exotic or hybrid species).

### **AGAINST ALL ODDS:**

Plants or animals living under challenging conditions, such as birds nesting on a home, barns, other buildings or outdoor structures, plants squeezing through walls or sidewalks and growing on rooftops, or other unusual locations.

### PRIVATE YARDS:

Beautiful, dramatic, or unusual perspectives of a yard, patio, or garden habitat that invite wildlife close to home, including wide shots of outdoor settings.

### **PUBLIC PARKS & GARDENS:**

Local public parks, community gardens, and nature preserves.

### **SMALL WORLD:**

Close-up or macro shots of flowers, butterflies, caterpillars, insects, etc., in natural settings.

### **VIDEO**:

Whether your entry is a video clip from your phone or a high definition produced documentary, we are interested in wildlife behavior and natural subjects observed close to home. Time-lapse and aerial videos welcome. Provide the link (and password, if needed) to your entry on Vimeo (preferred), YouTube, or other viewing platforms. You will need to submit a still photo (jpeg) to represent your video.

## **QUESTIONS?**

Email awards@naturesbestphotography.org or call 703-467-9783 and leave a message.





## HOW TO SUBMIT PHOTOS ONLINE

1. PREPARE YOUR PHOTOS: Save COPIES of your original images as JPEGs no smaller than 500KB and no larger than 3MB in RGB (Adobe 98 or sRGB) mode (not CMYK) 1,000 to 3,000 pixels on the longest side. No watermarks on photos. Name each photo as FirstnameLastname\_species (keep short and separated by underscores) example: JohnDoe\_fox1.jpg) For plants and wildlife, use short species name and for landscape, use short location. \*If there are multiple images, name this way: fox1, fox2, fox3. The Subject you type into your caption can be longer name of species or location.

NOTE: Photographers with images that pass to the second round of judging will be required to send high-resolution files and RAW (original) files (if available). All who move to the next round will be asked for detailed caption / camera information before final judging. Instructions will be emailed to you.

2. LOG IN OR CREATE A CONTEST ACCOUNT on the NBP website to enter photos and manage your entries, check or replace images, and edit/update captions before the final deadline:

#### Do you already have a user account? Log in or Start a new account: Sign up

After you start an account, you will see the "My Account Dashboard" tool found at the top of the NBP website to help you return to your user account. There you will be able to log in or out, update your contest account information, and go to lists of the contest entries associated with your account. After you login to the Entry Form, select Level of Expertise: Pro, Amateur, or Youth (18 and under as of 7/18/24). Enter as often as you like with up to 25 images per paid entry. Youth enter for FREE after entering birthdate. Entrants will get a confirmation return receipt by email with your payment status and a link to return to your entry at any time during the contest to upload photos and add captions. (The return receipt may go to your spam folder—email us if you can't find it and need help).

- 3. USE THE "MANAGE MY ENTRY" BUTTON at the bottom right of your user account page to get to the Entry Form.
- 4. UPLOAD PHOTOS on page 2 of Entry Form. Upload up to 25 photos per entry, either one by one, OR drag and drop a batch of photos onto the form. Close window and add captions with pencil icon. CLICK SAVE AT BOTTOM.

## PROCESSING RULES

- All photos must accurately reflect the subject matter as it appeared in the scene.
- Nothing should be added to an image, and aside from dust spots, nothing should be taken away.
- Normal processing of RAW image files and minor adjustments to color and contrast are acceptable, as is cropping, but no more than 50% of the image should be a crop from the original.
- Panoramas, HDR, focus stacking, and in-camera double-exposures are permitted as long as manipulation is disclosed upon entry of image in contest notes. • Black & white photo conversion is ok.
- Photography from a blind is allowed.
  AI-GENERATED images or films are NOT ELIGIBLE.

QUESTIONS? Email: awards@naturesbestphotography.org

Or call and leave a clear message with your name, phone, and email: 703-467-9783





## ETHICAL RULES

Nature's Best encourages every photographer to practice responsible nature photography.

#### Read Audubon's Guide to Ethical Bird Photography for best practices in documenting wildlife.

- Bird feeders should be kept clean, stocked with the proper seeds, suet and other foods, and in a safe place.
- When photographing in local parks, gardens, and reserves—entrants must observe all the stated rules and regulations. Keep on marked roads and tracks unless driving off-road is allowed.
- Nesting and denning animals must not be photographed with a wide-angle or macro lens. Stay at a safe distance and work from a blind if possible.
- Animals must not be lured with bait, including live animals, dead animals or parts of animals, processed meat, scents, audio recordings, other human or pet food, or decoys, such as fake mice. Setting a camera trap around a fresh kill or cache is generally acceptable, as long as it is naturally occurring.
- Nocturnal wildlife must not be photographed with a white flash at night. Cameras that use flash with filters only letting through infrared light, such as some camera traps, are permissible.
- Drones that depict birds or other animals fleeing, or animals displaying defensive behavior related to the photographer's presence are not permitted. Drones must be at a safe distance from living subject(s). Carefully review and follow local drone regulations and obtain necessary permits.
- Images in which animals appear stressed, harassed, or crowded by the photographer or camera, will be disqualified.
- Images must be of NON-CAPTIVE species in natural, wild situations, not staged in any way. No pets, falconry birds, game farm, or for-hire animals permitted. Reserves should comply with ethical wildlife guidelines (no wildlife baiting, etc.). No feeding or baiting of owls and raptors. NOTE: For conservation and research topics, a controlled setting may be permitted with full disclosure of your project in your contest entry form caption.
- Entrants must not infringe upon the rights of any other photographer or person and must seek the necessary permissions from human subjects.
- AI-GENERATED images or films are not eligible; this includes adding new image content to photos by AI algorithms. Our objective has always been to accurately depict the true natural history scene as it was viewed through the camera lens in the field.

#### MEANS FOR DISQUALIFICATION:

- See above. No AI-generated photography.
- Images must be of non-captive species in natural situations. No pets!
- Entrants must not infringe on the rights of any other photographer or person, or submit images involving the willful harassment of wildlife or damage to the environment by the photographer.
- Entrants must not infringe upon any federal or private land regulations.
- Nesting animals must not be photographed with wide-angle or macro lens. Stay at a safe distance.
- Animals must not be lured with bait including live or dead animals or parts of animals, scents, audio recordings, processed meat or petfood, or decoys such as fake mice.
- Nocturnal wildlife must not be photographed with a flash at night.
- Do not use remotely triggered cameras that use direct flash or for which bait or another lure has been supplied to attract the animal. Setting a camera trap around a fresh kill or cache is generally acceptable, as is the use of a flash with a filter that only lets through infrared light.

Or call and leave a clear message with your name, phone, and email: 703-467-9783

## NATURE'S BEST BACKYARDS PHOTO USE & RIGHTS

Nature's Best Photography (NBP) has a successful 29-year history of inviting photographers from all backgrounds and levels of camera experience to participate in our annual Awards programs. NBP is known for our respect in the treatment of contest entries and for their mission-based uses. We take it personally and make every attempt to uphold this excellent reputation through annual reviews of our rights agreements for each hosted photo and video competition. This particular Rights Agreement relates to the 2024 Nature's Best Backyards (NBB) competition. This contest is not a sweepstakes platform but rather an international public competition judged by an expert panel of professionals who, collectively, will make their final selections based on entrant photographic skills and visual storytelling capabilities.

#### **TERMS**

NBP: Nature's Best Photography Fund, DBA Nature's Best Photography is a 501(c)(3) Nonprofit Public Charity with a mailing address at P.O. Box 9591, McLean, Virginia 22102 USA.

CONTEST: The 2024 Nature's Best Backyards (NBB) competition.

IMAGE(S): All photographs and videos submitted to the CONTEST.

ELIGIBILITY: The CONTEST is open to all photographers, except for employees of NBP and their immediate family members, contest sponsors and partners. NBP shall have the right to verify, in their sole judgment, entrant eligibility.

In order to enter the CONTEST, all entrants, including the parent or guardian of any Youth Entrants, must agree to the following terms. Because these terms form a legally binding agreement, please read them carefully. If an entrant, or the parent or guardian of a Youth Entrant, does not agree to these terms, the Entrant will not be eligible to participate.

RIGHTS: Entrants retain all ownership to their IMAGES and FILMS, subject to the license granted here to NBP as described below.

LICENSE GRANTED: In consideration for the opportunity to win an award for your IMAGE or FILM, by entering the CONTEST you hereby grant NBP a nonexclusive, worldwide, royalty-free license to publicly display, reproduce, distribute, modify, excerpt, and transmit your entered IMAGES/FILMS in relationship to the NBP Awards. This includes all associated reproduction, distribution, and derivative works in all media including, but not limited to:

- 1) NBP website and all NBP social media channels.
- 2) NBP magazine and other NBP printed or digital publications, including multimedia platforms.
- 3) Exhibitions including sublicensed display at third-party locations such as museums, hospitals, events, or trade presentations. This license shall remain perpetual without further compensation or permission unless prohibited by law. For any IMAGES/FILMS that are selected for acknowledgment or award at any level and in any category of the CONTEST, you hereby grant NBP the right to publish your portrait, your name, occupation, city, state, and country of residence as a selected honoree.
- 4) To sell or auction prints of the IMAGE/FILM in support of the conservation mission, including the CONTEST program. In the event that prints of an entrant's IMAGE/FILM are sold, the entrant will receive 40% of the net proceeds from that sale minus the cost of printing and shipping. Other commercial opportunities may arise such as further print sales, merchandise, or new licensing partnerships. In these cases, permission will be sought and terms reached with the entrant before use.

#### PRIZES AND TAXES

Prizes to be awarded include the following:

Cash Prizes: Pro Winner - \$1,000 USD, Amateur Winner - \$1,000 USD, and Youth Winner - \$500 USD.

Inclusion in a special NBP publication dedicated to the NBB competition.

Inclusion in digital presentations, online galleries, events, and possible global exhibitions.

Prizes for Youth Entrants will be awarded to a consenting parent or guardian on the Youth Entrant's behalf.

All federal, state, and local taxes or governances due on prizes are the sole responsibility of the prize winners.

All expenses related to the acceptance or use of any Prize are the sole responsibility of the Prize winner. NBP reserves the right to substitute a prize of equal or greater value. No substitution or transfer of prizes is permitted for the entrant.

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#### **WARRANTIES**

By entering the CONTEST, you represent and warrant that (a) the IMAGES/FILMS are your original creations, (b) no part of your IMAGES/FILMS infringes upon or violates any copyright, trademark, or any other proprietary right of any third party, (c) that any recognizable individual in any photo has given you permission, and if that individual is a minor, that you have received permission from their parent or guardian, and (d) no rights in the IMAGES/FILMS have been previously granted to any person or entity that would limit or interfere with the license rights granted to NBP herein. Further, you agree to indemnify and hold harmless NBP and all CONTEST sponsors, partners, and supporters against any claims brought by any third party claiming ownership of such rights. This warranty does not expire.

#### OTHER LEGAL CONDITIONS

By entering the CONTEST, you agree to certain legal conditions. By entering, participants agree to release and hold harmless NBP, their respective subsidiaries, affiliates, directors, officers, employees, attorneys, agents, and representatives from any and all liability for any injuries, loss, claim, action, demand, or damage of any kind arising from or in connection with the CONTEST.

NBP shall not be liable to you, or the photographer (if not you), in the event of inadvertent omission of credit.

Participant agrees that any and all disputes that cannot be resolved with NBP, and causes of action arising out of or connected with the CONTEST, shall be resolved individually, without resort to any form of class action, before a court of jurisdiction located in Fairfax County, Virginia, USA, which the court shall apply the laws of the Commonwealth of Virginia without regard for rules of conflicts of law. In any such dispute, participant shall, under no circumstances, be entitled to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (if any) associated with participating in the CONTEST. Participant hereby waives all rights to have damages multiplied or increased. Any attempt by an entrant or other individual to deliberately damage any website or undermine the legitimate operation of the CONTEST is a violation of criminal and civil laws, and should such an attempt be made, NBP reserves the right to seek damages to the fullest extent permitted by law.

NBP is not responsible for any incorrect or inaccurate information, whether caused by website users or by any equipment or programming associated with or utilized in the CONTEST campaign, or by any technical or human error that may occur in the processing of submissions to the CONTEST, including but not limited to any misprints or typographical errors. NBP theft or destruction or unauthorized access to, or alteration of, entries. NBP is not responsible for any problems or technical malfunction of any telephone network, computer equipment, servers, providers, computer online systems, software, or failure of email on account of technical problems or traffic congestion on the Internet, including injury or damage to participant's or to any other person's computer related to or resulting from participating or uploading images or information in the CONTEST. In no event will NBP, their subsidiaries, partners, affiliates, and related companies, their advertising and promotional agencies, or their directors, officers, employees, attorneys, agents and representatives, be responsible or liable for any damages or losses of any kind, including: direct, indirect, incidental, consequential or punitive damages arising out of participant's access to and use of NBP's website or the downloading or uploading and/or printing of material from said site. Without limiting the foregoing, everything on the NBP website is provided "as is" without warranty of any kind, either express or implied. Some jurisdictions may not allow the limitation or exclusion of liability for incidental or consequential damages, so some of the foregoing limitations or exclusions may not apply to you.

\*Check your local laws for any restrictions or limitations regarding these limitations or exclusions before entering the CONTEST.

### **VOID WHERE PROHIBITED**