

## Luminar Editing Contest Rules

These rules (the "**Rules**") govern the Luminar Editing Contest Rules (the "**Contest**"). The Rules constitute binding agreement between you and Skylum Software USA, Inc., a Nevada corporation ("**Skylum**").

**CONTEST PERIOD:** The Contest will be held during August 15 – August 31, 2024 (the "**Contest Period**").

**ELIGIBILITY:** To be eligible to take part in the Contest you must:

- 1) be at least 18 years of age (or such other minimum age as the laws of your state require) at the time of entry;
- 2) have full legal capacity;
- 3) not be a citizen and/or resident of the Russian Federation or Republic of Belarus;
- 4) not be a citizen and/or resident of a state which law prohibits, requires registration of, or obtaining a permit for, or contains any other similar regulation towards, the Contest;
- 5) have an active public Instagram account.

Employees, officers, and directors of Skylum and its affiliated companies, subsidiaries, agents, and their immediate families and household members are not eligible to participate.

If you are not eligible for participation under the above criteria, you must refrain from participating. Skylum reserves the right to invalidate your participation in the Contest if you are not eligible but does not undertake any obligation to check your eligibility.

**HOW TO PARTICIPATE:** To participate in the Contest, you have to take all of the following steps within the Contest Period:

1. Register on the [landing page](#) of the Contest ("**Contest Landing**").
2. Download any one or more of the RAW images provided on the Contest Landing.
3. Edit them using Luminar Neo. You can download trial version of Luminar Neo on the Contest Landing.
4. Follow [@luminar\\_global](#) Instagram account.
5. Share your edited photos (the "**Photo**") on your Instagram account in a post, tagging the [@luminar\\_global](#) and the author of the photo using the hashtag #luminareditingcontest24 in the post. If you want to share more than one Photo, you have to do so by making separate posts for each edited Photo.
6. Follow [@luminar\\_global](#) on Instagram.
7. Have the privacy settings of your Instagram account set to publicly available

**PHOTO ASSESSMENT AND PRIZE:** **Skylum team** will assess all Photos and choose three Photos that will win first, second, and third places in the Contest.

The participants, which Photos win first, second, and third places in the Contest (the "**Winners**") will receive the following prizes:

1. 1st Place: Peak Design Gift Certificate (200 Euros) and Apple Air Tag
2. 2nd Place Peak Design Gift Certificate (100 Euros) and Apple Air Tag
3. 3rd Place Peak Design Gift Certificate (50 Euros) and Apple Air Tag

Please note that Skylum may, but is not obligated to, undertake measures to ensure transparency of the Winners choosing process. No claims for unfair voting, interference, bias, technical issues, or appeals will be considered for any of the Winners unless at Skylum's sole discretion.

The Winners are not allowed to exchange the Prizes for monetary or any other value, as well as give them to other persons for free or at the value significantly lower than the Prizes' market value.

**WINNERS' NOTIFICATION:** The Winners will be notified of their wins via tagging their Instagram account in stories of Luminar Neo's Instagram account (@luminar\_global), and a direct message to their Instagram account.

The Winners will have two days to notify Skylum via direct message to Luminar Neo's Instagram account (@luminar\_global) of their acceptance of the relevant Prize.

If the Winner appears not eligible for participation in the Contest, refuses to accept the Prize, or Skylum has reasons to believe that relevant Winner has violated these Rules, cheated, violated any applicable law, or at Skylum's discretion for any other or no reason, Skylum may:

- disqualify such Winner and transfer the Prizes one winning place down. For example, if the second place Winner refuses to accept the Prize, this Prize is therefore awarded to the third place Winner, who can choose between the second place Prize and the third place Prize; or
- invalidate relevant part of or the Contest with no participant receiving the relevant Prize.

**LIMITATION OF LIABILITY:** By participating in this Contest, you agree to release, indemnify, and hold harmless Skylum and its affiliates, subsidiaries, agents, and their respective officers, directors, employees and contractors from any and all liability, claims, losses, damages, or injuries arising from or in connection with (i) your participation in the Contest, your use of the photos submitted for the Contest, including any potential violation of intellectual property or other third party rights by such photos, (iii) your violation of applicable law, and (iv) the acceptance, use, or misuse of any Prize.

Skylum and its affiliates, subsidiaries, agents, and their respective officers, directors, employees and contractors are not responsible for any technical, hardware, software, or telephone malfunctions, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled, or delayed electronic communications caused by the sender or by any equipment or programming associated with or used in this Contest.

Skylum explicitly disclaims any representations or warranties as to the Winners choosing, the Prizes or any other aspect of the Contest.

Please remember that you are responsible for the safety and legality of your drone operations and no other person will be responsible for any injuries or violations of laws related to your operation of drones.

**GENERAL CONDITIONS:** By participating in this Contest, participants agree to be bound by these Rules and the decisions of Skylum and the abovementioned judges, which are final and binding in all matters related to the Contest. Skylum reserves the right, in its sole discretion, to disqualify any individual found to be tampering with any of the Contest processes, or to be acting in violation of these Rules.

The participants must, at Skylum's reasonable request, participate in all promotional and publicity activities (such as photography and filming) surrounding their participation in the Contest, and participants consent to Skylum using his, her or their name, image, likeness, and photos submitted to the Contest in promotional and marketing activities.

**PRIVACY:** By participating in the Contest, you agree to the processing of your personal data in accordance with Skylum's [Privacy Policy](#). Personal data may be used for the purposes of administering the Contest, selecting the Winners, delivering the Prizes, making communications reasonably relevant to the participants, and otherwise in accordance with Skylum's Privacy Policy.

**SEVERABILITY:** If any provision of these Rules is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect, and the invalid or unenforceable provision shall be replaced with a valid and enforceable provision that comes closest to the intent of the original provision.

**GOVERNING LAW AND JURISDICTION:** This Contest is governed by the laws of the State of New York, USA, without regard to its conflict of laws principles. Any disputes arising out of or relating to this Contest shall be resolved exclusively through the state or federal courts located in New York County, New York, and both you and Skylum irrevocably consent to the exercise of jurisdiction by said courts over them.