



STUDENT PHOTO CONTEST OFFICIAL RULES

The Student Photo Contest (the “Contest”) begins at 12:01 a.m. EST on June 9, 2009 (the “Contest Start Date”) and ends at 11:59 p.m. EST August 15, 2009 (the “Contest End Date”) (such period referred to herein as the “Contest Period”). The Contest is sponsored by Explorica, Inc. (the “Contest Sponsor”).

1. HOW TO ENTER: NO PURCHASE NECESSARY TO ENTER OR CLAIM PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. Participants may enter the Contest by participating in an educational tour operated by Contest Sponsor, and taking and submitting one or more photographs (the “Photographs”) showcasing you and your fellow tour participants experiencing the culture of your tour destination(s). Participants may submit their Photographs by following the following steps:

(a) Set up a Flickr® account at Flickr.com (if you do not yet have such an account), and upload the Photographs to your account.

(b) Join Contest Sponsor’s Student Photo Contest group by visiting <http://www.flickr.com/groups/explorica-2009-student-photo-contest/> and clicking the “Join This Group” link.

(c) Put your Photographs in a set called Explorica’s Student Photo Contest and add the Photographs to the Explorica 2009 Student Photo Contest group by clicking the “Send to Group” link on the appropriate page.

(d) Send an e-mail to Contest Sponsor at online@explorica.com with high-resolution copies of the Photographs attached that includes the following information: (i) your full name and Tour ID; (ii) your school; (iii) your teacher’s name; and (iv) the name of your trip.

No more than seven Photographs may be submitted by any participant. The Contest Sponsor reserves the right to disqualify any participant who submits more than seven Photographs, in Contest Sponsor’s sole discretion. Participation in the Contest is voluntary and does not require you to purchase anything from the Contest Sponsor. No illegible, incomplete or forged entries will be accepted. All entries become the property of the Contest Sponsor and will not be returned. By participating in the Contest, you hereby assign, and will assign, to Contest Sponsor all of your right, title and interest in the Photographs. For clarity and without limitation, Contest Sponsor may reproduce, modify, display and otherwise use the Photographs for promotional purposes in any medium without additional compensation.

2. PRIZES:

First Place

\$300 Amazon.com® gift card

Second Place

\$200 Amazon.com® gift card

Third Place

\$100 Amazon.com® gift card

Four Honorable Mentions

\$50 Amazon.com® gift card (each)

Odds of winning are affected by the number of eligible entries received by the Contest End Date. The total retail value of all prizes is \$800. Allow 3-4 weeks after validation of arrangement for receipt of prize. Only one First Place prize, one Second Place prize, one Third Place prize, and four Honorable Mention prizes will be awarded. The winners will be solely responsible for all other expenses not specifically set forth herein. The Contest

Sponsor reserves the right to substitute prizes of equal or greater value. No other substitution or transfer of prizes permitted. The Contest Sponsor is responsible only for prize delivery. In order to receive a prize, the winners may be required to provide proof of identification. Any and all taxes on any prize, including income and/or sales taxes, are the sole responsibility of the winners.

3. ELIGIBILITY:

Participant Eligibility. The Contest is only open to legal residents of the United States who are at least thirteen (13) years of age at the time of entry and who have participated in an Explorica educational tour between May 15, 2009 and August 1, 2009. Entries are limited to individuals only; commercial enterprises and business entities are not eligible. By participating in the Contest, each participant accepts the conditions stated in these Official Rules, agrees to be bound by the decisions of the Contest Sponsor and warrants that she/he is eligible to participate in the Contest. Employees, independent contractors, officers, and directors of the Contest Sponsor, affiliates, subsidiaries, advertising, promotion, and fulfillment agencies, and legal advisors, and their immediate family members and persons living in the same household, are not eligible to participate in the Contest. **THE CONTEST IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW** and is subject to applicable federal, state and local laws and regulations.

Photograph Eligibility. Photographs that are submitted in connection with the Contest will only be eligible if such Photographs (a) feature you experiencing a tour destination's culture at a location visited during your tour, (b) are in color, (c) are submitted during the Contest Period, (d) contain only the original content of the participant and (e) do not contain content that is unlawful, hateful or obscene, in the Contest Sponsor's sole discretion. The Contest Sponsor will consider only those Photographs that meet all of these criteria, in the sole discretion of the Contest Sponsor. The Contest Sponsor reserves the right, in its sole discretion, to disqualify Photographs which Contest Sponsor determines at any time in its sole judgment to fail to meet any of these criteria.

4. SELECTION OF WINNERS:

The Contest Sponsor will select the winning Photographs from among all eligible entries. The Contest Sponsor will judge the Photographs based on image composition, image resolution and overall quality, image candidness, significance of content, originality, creativity, and overall presentation, among such other criteria as Contest Sponsor may consider in its sole discretion. Winner selection shall be made in the Contest Sponsor's sole and absolute discretion.

The winners will be notified by e-mail using the information provided when the participant signed up for the Contest Sponsor's education tour, within 30 days of the date the winners are selected. Such notification shall include instructions for proper acceptance of the prizes by the winners. In the event a winner does not accept a prize, a winner is ineligible, or the prize or prize notification is not deliverable, an alternate winner may be selected. The Contest Sponsor is not responsible for and shall not be liable for late, lost, misdirected or unsuccessful efforts to notify a winner. The winners agree to Contest Sponsor's use of their name, address, likeness, and prize information for promotional purposes in any medium without additional compensation to the extent permitted by law. Where lawful, the winners may be required to sign and return an Affidavit of Eligibility, Release of Liability, and Publicity Release.

5. CONDITIONS: The Contest Sponsor, and its agents, directors, officers, shareholders, employees, insurers, servants, parents, subsidiaries, divisions, affiliates, predecessors, successors, representatives, advertising, promotion, and fulfillment agencies, and legal advisors, are not responsible for, shall not be liable for, and hereby disclaim all liability arising from or relating to: (i) late, lost, delayed, damaged, misdirected, misaddressed, incomplete, or unintelligible entries; (ii) telephone, electronic, hardware or software program, network, Internet, computer or other malfunctions, failures, or difficulties of any kind, whether human or technical; (iii) failed, incomplete, garbled, or delayed computer or e-mail transmissions; (iv) any condition caused by events beyond the control of the Contest Sponsor; (v) any injuries, losses, or damages of any kind arising in connection with or as a result of any prize, or any portion thereof that may have been awarded, or acceptance, possession, or use of any prize, or any portion thereof that may have been awarded, or from participation in the Contest; or (vi) any printing or typographical errors in any materials associated with the Contest. The Contest Sponsor reserves the right, in its sole discretion, to suspend, modify or cancel the Contest should any unauthorized human intervention or other causes

beyond the Contest Sponsor's control corrupt or affect the administration, security, fairness or proper conduct of the Contest. By participating in the Contest, participants and winners agree to release, discharge and hold harmless the Contest Sponsor, and its agents, directors, officers, shareholders, employees, insurers, servants, parents, divisions, subsidiaries, affiliates, predecessors, successors, representatives, advertising, promotion, and fulfillment agencies, and legal advisors, and all others associated with the development and execution of the Contest, from any and all losses, damages, rights, claims and actions of any kind arising out of or relating to the Contest, participation in the Contest, any prize, or any portion thereof that may have been awarded, and/or acceptance, possession, use or misuse of any prize, or any portion thereof that may have been awarded, including but not limited to statutory and common law claims for misappropriation or participant's right of publicity. This Contest shall be governed by Massachusetts law. By participating in this Contest, participants agree that Massachusetts courts shall have jurisdiction over any dispute or litigation arising from or relating to this Contest and that venue shall be only in Boston, Massachusetts.

6. WINNERS LIST: The contest winners and a copy of these Official Rules will be available on-line at www.explorica.com on September 15, 2009, and for 90 days thereafter.

7. CONTEST SPONSOR:

*Explorica, Inc.
Student Photo Contest
145 Tremont St., 6th Floor
Boston, MA 02111*

8. NOTICE: The Contest Sponsor reserves the right to prosecute and seek damages against any individual who attempts to deliberately undermine the proper operation of the Contest in violation of these Official Rules and/or criminal and/or civil law.

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