

2010 ENERGEN ART COMPETITION

Energen Corporation will hold its 11TH ANNUAL ENERGEN ART COMPETITION in the spring of 2010. The art competition celebrates the Wonders of Alabama Art and features Alabama artists. The five winning entries will be purchased by Energen and will become part of Energen's "Alabama Collection", which is displayed at Energen Plaza, the company's headquarters in Birmingham, Alabama, or at one of the offices of an Energen subsidiary. A portion of the proceeds from the 2010 Energen Art Competition will benefit The Crisis Center.

PURCHASE AWARDS

Energen Grand Prize	\$7,500
Energen Resources Landscape Division	\$3,000
Alagasco Wildlife Division	\$3,000
Merit Award for Non-representational Art	\$3,000
Employee Choice	\$3,000

ELIGIBILITY OF ARTIST

To be eligible for this Competition, the artist must meet the following requirements:

- The artist must reside, or must have previously resided, in the State of Alabama
- The artist must be over 18 years of age
- Employees or relatives of employees of Energen Corporation or any of its affiliates or subsidiaries are not eligible to participate.

ELIGIBILITY OF ARTWORK

To be eligible for this Competition, artwork must meet the following requirements:

- The artwork must be original
- The artwork must be in oil, acrylic, watercolor, pastels, pen and ink or mixed media
- The artwork must be two-dimensional and suitable for hanging
- The artwork must measure no larger than 6 feet by 6 feet
- The artwork must have been painted no more than three years prior to the date of the competition
- The artwork does not have to be representational
- The artwork must not have been previously submitted to the Energen Art Competition
- The artwork must not have been copied from another source
- The artwork must not be a duplication of a substantially identical work of art, including without limitation a substantially identical work of art by the submitting artist
- The artwork must not have been created as part of a workshop

CDs

A preliminary judging of the submitted artwork will take place based on the images submitted. Submit a high resolution (300 dpi to 600 dpi) digital image of each piece of artwork in a baseline .jpg format on a compact disk (CD). Please do not save your jpg in a format that

requires special software for viewing. No signatures should be visible on submitted images. Artwork accepted in the show and competition may be signed prior to delivery and framing. If submitting more than one entry, the entry images may be on the same CD. Label the CD with artist's name, title of the artwork and size of the artwork. CDs will not be returned without a self-addressed stamped appropriate sized envelope being included with the entry form.

ENTRY FORM AND FEE

A non-refundable entry fee of \$35 is required for each entry. Make check payable to Energen Art. There is a limit of three entries for each artist. A separate entry form and entry fee must accompany each entry. The entry form may be photocopied. If submitting more than one entry, the forms, checks, and CD may be mailed together.

TERMS AND CONDITIONS

By entering one or more works of art into the Energen Art Competition, applicants agree to the Energen Art Competition Official Terms and Conditions.

DEADLINE

All applicants must first submit a completed entry form, entry fee and CD containing an image of the artwork for preliminary judging. Entries must be received by 5:00 PM on February 19, 2010. Any entry received after this date will not be considered.

Mail Entries to:

Energen Art
Energen Corporation
605 Richard Arrington, Jr. Blvd. North
Birmingham, AL 35203

JUDGING AND NOTIFICATION

Once the judges make preliminary decisions concerning the exhibit finalists based on the images submitted as entries, Energen Corporation will notify artists whose work is selected for the final exhibit competition with instructions on how to send the original artwork for the exhibit. All other artists also will be notified of the results of the preliminary judging. The exhibit finalists will have their original work displayed between March 29 - April 11, 2010, at the Energen Plaza in Birmingham, where final judging will occur. Final entries will be exhibited according to the space available. The artwork will be offered for sale at the exhibition at prices set by the artist. Any artist whose work is sold at the exhibition will receive 60 percent of the proceeds from the sale. No displayed artwork may be removed from the exhibit before Sunday, April 11, 2010 at 5:30 p.m. All art work pick-up or return shipping arrangements must be made by Friday,

April 16, 2010. Any entries not picked up or return shipping arranged by May 31, 2010 will become part of the Energen Collection at no additional cost or expense to Energen Corporation.

OFFICIAL TERMS AND CONDITIONS

By submitting one or more works of art (the "Work") to Energen Corporation ("Energen") for participation in the Energen Art Competition and in consideration of the acceptance by Energen for the Work in the competition, the submitting artist (the "Artist") agrees to the following terms and conditions:

- 1.** Artist represents and warrants that artist (1) currently resides, or has previously resided, in the State of Alabama; (2) is over the age of 18; and (3) is not an employee or relative of an employee of Energen Corporation or any of its affiliates or subsidiaries.
- 2.** Artist further represents and warrants that (1) the Work is original to the artist; (2) the Work was not created more than three years prior to the date of the competition; (3) has not been previously entered into the Energen Art Competition; (4) was not copied from another source; (5) is not a duplication of a substantially identical work of art, including without limitation a substantially identical work of art by the submitting artist; (6) the Artist is the sole creator of the Work; (7) the Work does not infringe upon any other person's or entity's copyright, artistic right (including moral rights), trademark, trade name or other intellectual property or proprietary right; (8) the Work does not infringe upon any other person's right of publicity or right of privacy; and (9) the Work meets all other eligibility requirements set out in the call for entries.
- 3.** Artist hereby authorizes Energen to publicly display the Work during the competition. Artist further grants to Energen a perpetual, non-exclusive license to reproduce the Work, adapt the Work, distribute copies of the Work, and sublicense others to similarly use the Work for the sole purpose of promoting the Energen Art Competition, all without any additional compensation to Artist.
- 4.** Artist hereby consents to the use by Energen, its affiliates and subsidiaries, of the image, history, name, signature, portrait and likeness of the Artist in connection with the advertising, promotion and marketing of the Energen Art Competition.
- 5.** Unless the Artist is a winner of a Prize or the Work is sold to a third party, the Artist will retain ownership of the Work. If a Work is sold to someone other than Energen, the Artist will retain the copyright to the Work, subject to the non-exclusive license granted in these Terms and Conditions.
- 6.** Energen intends to make the following purchase awards in amounts designated by Energen: (I) the Energen Grand Prize, (II) the Alagasco Wildlife Division Prize, (III) the Energen Resources Landscape Division Prize, (IV) Merit Award for Non-Representational Art Prize, and (V) Employee Choice Prize (individually, a "Prize"; collectively the "Prizes"). Notwithstanding anything herein to the contrary, the Artist agrees that, if awarded a Prize for Artist's Work, Artist agrees to sell the Work to Energen for the amount of the purchase award and to transfer and release to Energen all right, title, interest and

claim in and to the Work. Artist further agrees to assign and transfer to Energen all of the right, title, interest and claim in and to the legal right and copyright in and to the Work, including all moral rights. Said Artist will execute such further documents, agreements and conveyances to evidence such assignment, transfer, release and conveyance as requested by Energen, all without expense to Artist. The winner of each such Prize shall retain the right to use a reproduction of the Work for the Artist's promotional or advertising purposes.

- 7.** These Terms and Conditions shall be binding on Energen and the Artist and shall inure to the benefit of the heirs, successors and assigns of each.

For more information regarding the Energen Art Competition, contact: Sandra Behel at 205-326-1800 or send an email to art.committee@energen.com.