

# TerraCorps Spring Photo Contest Official Rules

## SPONSOR

The Photo Contest is sponsored by TerraCorps, a program of Mount Grace Land Conservation Trust, 1461 Old Keene Rd, Athol MA. This photo contest is in no way sponsored by, endorsed by, administered by, or associated with Facebook or Instagram.

## ENTRY PERIOD

The Photo Contest begins on June 8th, 2018 at 12:00am EST and ends at 11:59pm EST on June 22nd, 2018. Entries submitted after the Entry Period will not be eligible.

## WHAT TO ENTER

For this round of photo contest, TerraCorps is calling for photograph submission of visuals and activities related to **Spring- the growing season**. We would like to see activities occurring in the spring time in your community, as well as new changes occurring in the Natural World around you, throughout this time of year. Pictures of highest resolution are preferred.

*If you choose to include people in your submission, you are responsible for obtaining the necessary releases from the individuals depicted, including giving the right of TerraCorps to repost on our own social media and website.*

Submissions should NOT include:

- Photos that violate or infringe upon another person's rights, including but not limited to copyright
- Photos that contain sexually explicit, nude, obscene, violent or other objectionable or inappropriate content
- Photos that contain or contribute to the harming of wildlife and/or the environment
- Photos in which individuals or wildlife are put in danger

TerraCorps will determine eligibility in its sole and absolute discretion.

## HOW TO ENTER

1. All photos submitted through Instagram should be tagged with the TerraCorps handle, @terra Corps\_ameri Corps for Instagram. If you do not include the handle or tag we may not be able to include your submission.
2. While submissions through social media is preferred, direct submission will also be accepted by email at [cduquet@terra Corps.org](mailto:cduquet@terra Corps.org)

You may enter as many submissions as you would like. Sponsors reserve the right to reject any entries that do not comply with these official rules.

By entering, you indicate your unconditional agreement to, and acceptance of, these Official Rules and Sponsor's decisions, which are final and binding. You cannot win prizes nor will be considered unless you comply with all requirements in these official rules.

## JUDGING AND PRIZES

1. **The first prize will be 2 Wachusett Ski Lift Tickets** and will be awarded to the best theme photo submission, as judged by TerraCorps Staff.
2. **The second prize will be a \$50 Evo Gift card** and will be awarded through a randomized lottery system into which all submissions will be entered.

All judging decisions are final. Please do not contact us about the status of entries or judging.

TerraCorps will notify each category winners via the contact information provided by members.

All winners are responsible for paying any income taxes and any and all of the expenses not listed above.

## **YOUR RIGHTS**

Your photographs help TerraCorps build its online presence and support us in creating content to engage individuals and communities with their land. Thank you for helping to further our mission through your photography.

**You will retain all rights to any photograph you submit – including ownership if applicable.**

By submitting a photograph to the contest, you grant TerraCorps a royalty-free, nonexclusive right, in perpetuity, to:

- Use the photograph on the Internet and in Social Media in support of our mission.
- Use the photograph in TerraCorps internal and external communications materials including but not limited to web sites and web publications, fact sheets, fund raising publications, advertising, multimedia, presentation and membership services, and the annual report.
- Provide your photograph to other individuals and organizations for TerraCorps-related use in news stories, newsletters, reports, slide shows, displays, web pages, videos, membership premiums, and the like.
- Use, in connection with the Photo Contest, your name and city or town of residence in promotions and other publications.
- Retain a digital copy of your photograph that will be archived in the TerraCorps photo library and accessible to TerraCorps staff.

TerraCorps will endeavor to credit all photographs to the photographer when the full name is available.

## **GENERAL CONDITIONS**

In the event that the operation, security, or administration of the Photo Contest is impaired in any way, Sponsor may, in its sole discretion, either: (a) suspend the Photo Contest to address the impairment and then resume the Photo Contest; or (b) award the prize(s) from among the eligible entries received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify and seek damages from any individual who tampers with the operation of the Photo Contest, violates these Official Rules, or acts in a disruptive or unsportsmanlike

manner. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Proof of sending any communication to Sponsor by mail shall not be deemed proof of receipt of that communication by Sponsor. In the event of a dispute as to the owner of an online entry, the authorized account holder of the e-mail address used to enter will be deemed to be the owner. The Photo Contest is subject to federal, state, and local laws and regulations and is void where prohibited.

## **RELEASE AND LIMITATIONS OF LIABILITY**

By entering, you agree to release and hold harmless Sponsor, Instagram, Facebook, their respective parent, subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Photo Contest or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Photo Contest; (b) technical errors; (c) printing errors; (d) late or undelivered mail; (e) errors in the administration of the Photo Contest; or (f) injury or damage to persons or property. You waive the right to claim any attorneys fees and any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

## **PRIVACY AND PUBLICITY**

The information you provide when you enter is provided to Sponsor, not to Facebook or Instagram. Except where prohibited, you consent to Sponsor's use of your name in any list of winners (if applicable) and for promotional purposes in any media without further payment or consideration.

## **DISPUTES**

You agree that any and all disputes, claims and causes of action arising out of, or connected with, the Photo Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Massachusetts. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Sponsor in connection with the Photo Contest, shall be governed by, and construed in accordance with, the laws of Massachusetts, without giving effect to any choice of

law or conflict of law rules (whether of Massachusetts or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Massachusetts.

## **RESULTS**

Winner(s) names will be announced on TerraCorps Social Media and TerraCorps website by the beginning of July, and may appear along with their winning images in any media TerraCorps chooses.

## **QUESTIONS**

Questions and inquiries about contest rules can be emailed to [cduquet@terracorps.org](mailto:cduquet@terracorps.org)