

Official #H2OBigPicture Photo Contest Rules

NO PURCHASE NECESSARY TO ENTER OR TO WIN. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

1. Eligibility.

The #H2OBigPicture Photo Contest (the “Contest”) is open to all legal United States residents, who as of April 11, 2016 are at least 13 years of age and who have a valid e-mail account. US residents for the purposes of this contest are defined according to the IRS regulations, which can be found in the I.R.C. Section 7701 (b) and Topic 851, and the Bureau of Immigration Service. US residents include those with a valid green card or who meet the substantial presence test. US residency does not include: an individual temporarily present in the United States as a foreign government-related individual; a teacher or trainee temporarily present in the United States with a J or Q visa; or a student temporarily present in the United States with an F, J, M, or Q visa. Employees of the National Environmental Education and Training Foundation, doing business as the National Environmental Education Foundation (“NEEF”), and the U.S. Environmental Protection Agency and each of their respective affiliated companies or agents and the immediate family members of, and any person domiciled with such employees, are not eligible to apply. NEEF is not responsible for transmission failures or errors in any promotional graphics or advertisements. Winners must be in compliance with all contest rules.

Entrants must adhere to the Facebook privacy policy and follow all Facebook terms of service, including rules and guidelines in creating, describing, posting and sharing the Photo.

To participate in the Contest, an Entrant must have a Facebook account, as all prize winners will be notified via their Facebook account and all submissions will be entered through Facebook. The Facebook account is for notification and submission purposes only. If an Entrant does not have a Facebook account, there is no cost to create one at www.facebook.com. To participate in the Contest, an Entrant must agree to comply with Facebook’s terms of use and privacy policy in order to create a Facebook account

Each entry must have approval from any persons appearing in the Entry and the Entrant must be able to provide express written consent of every such person appearing in the Entry to NEEF if requested;

Entrant may not share any photo unless the Entrant can verify that sharing the image does not violate the rights of any other person or company. NEEF reserves the right, in its sole and absolute discretion, to disqualify any Entry that does not comply with the Official Rules set forth herein.

Each entry must not include any personally identifiable information, such as an Entrant’s full name, address or telephone number.

2. **Method of Entry.**

An Entrant may enter an unlimited number of Entries during the Contest Period, but is only eligible to win one prize. During the Contest Period, an Entrant must complete each of the following steps for entry into the Contest (an “Entry”):

- Upload a photo to the NEEF Facebook #H2OBigPicture contest page (<https://www.facebook.com/NEEFusa/>) that illustrates an action that protects water quality;
- Supply the Entrant’s first and last name to the contest form;
- Supply the Entrant’s email address to the contest form;
- Include caption text that describes where you took the photo, why this area is important to you, and what you are doing in the photo to protect water quality where you live;
- Supply the city and state where the photo was taken to the location field on the electronic form;
- Agree to these contest rules; and
- Submit the completed electronic contest form between April 11th – May 27th, 2016;

Entrants may submit multiple entries so long as each entry showcases a different action protecting water quality. However, an individual entrant will only be eligible to be awarded one winning prize.

3. **Selection of winners.** NEEF will review each submitted photo for compliance with NEEF’s Privacy Policy and reserves the right to disqualify any entry deemed inappropriate. First, Second and Third Prize winners will be selected by a panel of judges appointed by NEEF and winners will be announced on the NEEF website (www.neefusa.org) on or about June 22, 2016. The decisions of the judges in all matters related to the selection of the winners and all matters relating to this contest are final. Entries will be judged on water quality protection focus (30% of score); photo caption text (30% of score); originality (20% of score); and quality of the photo (20% of score). Odds of winning depend upon the number and quality of eligible entries received.

Entries that include content that violates the rights of third parties (including, but not limited to, rights of copyright), are deemed to be obscene or libelous, contain violence or show attacks on individuals or organizations, portray political lobbying, promote or demonstrate political advocacy, litigation initiatives, initiatives with religious purposes, policy advocacy or any other forms of advocacy will be disqualified.

Entries must be original, produced by amateurs and not have been produced for compensation or previous to entry posted on any other Web page.

Entrant understands and agrees that Entrant shares the Photo at Entrant’s sole risk and that NEEF is not responsible for any claims arising from the Photo, specifically including, but not limited to, claims for intellectual property infringement and privacy rights violations, as well as violations of Facebook, Twitter, or Instagram’s terms of service.

4. **Prizes.** The prize package is as follows: The first prize winner will receive a Canon EOS Rebel T5 DSLR Camera with 18-55mm and 75-300mm Lenses, Shoulder Bag, and accessories at a retail value of \$749.00. The second prize winner will receive a Canon PowerShot SX610 HS 20.2-Megapixel Digital Camera at a retail value of \$249.99. The third place prize winner will receive an REI gift card at retail value of \$100.00.
5. **Winner Notification and Acceptance.** Winners will be notified via Facebook and announced on the contest website on, or around, June 22, 2016.

There shall be no prize substitutions and all prizes are non-transferable. The Contest winners will be solely responsible for reporting and payment of any taxes, if applicable, as well as all other costs associated with claiming the prize. Winners will be required to complete affidavits of eligibility and liability and publicity releases, as applicable (except where prohibited by law) which must be received by NEEF within (7) days of notification of the winning photos. Failure to sign and return the affidavits and releases within seven (7) days after notification, or to comply with any term or condition of these Official Rules, may, at the sole discretion of NEEF, result in a winner's disqualification, the forfeiture of the interest in the prize and the award of the prize to an alternate winner. The prize winners agree to participate in a photo/video opportunity with NEEF, at NEEF's election.

6. **Participation:** Entries that include content that violates the rights of third parties (including, but not limited to, rights of copyright), is deemed to be obscene or libelous, contains violence or attacks on individuals or organizations, political lobbying, political advocacy, litigation initiatives, initiatives with religious purposes, policy advocacy or any other forms of advocacy will be disqualified. Participating individuals grant NEEF and its partners the right to use their names in advertising and promoting the contest without further compensation. NEEF has the right, but not the obligation, to use the entries for cause related marketing and upon notice to entrant, to permit NEEF partners to use the submitted entries without further compensation to the entrant. The use of personal information collected in the course of the Contest shall be governed by the terms of the NEEF [Privacy Policy](#) and [Terms of Use](#). By participating, entrants agree to be bound by these Official Rules and the decisions of the judges. NEEF reserves the right to not select a winner if none of the entries are deemed to be high quality. NEEF reserves the right to disqualify persons found tampering with or otherwise abusing any aspect of this Contest as solely determined by NEEF. In the event the Contest is compromised by tampering or other causes beyond the reasonable control of NEEF which corrupts or impairs the administration, security, fairness or proper operation of the Contest, NEEF reserves the right in its sole discretion to suspend, modify or terminate the Contest. Should the Contest be terminated prior to the stated expiration date, NEEF reserves the right to award prizes based on the entries received prior to the termination date. All decisions regarding disqualification of entries shall be at the sole discretion of NEEF and the judges. NEEF is not liable for lost, late, delayed, damaged, incomplete, misdirected entries, email or transactions that are lost or for failure to receive entries due to transmission failures or technical failures of any kind, including, without limitation, malfunctioning of any network, hardware or software, whether originating with sender or NEEF. In the event of a dispute, entry will be deemed to have been submitted by the owner of the email account

listed on the submission page. For these purposes, an email account holder shall mean the natural person assigned to such email account by the Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with such email account.

Each Entrant hereby grants to NEEF and its affiliated companies, partners and designated agents a non-exclusive, transferable, perpetual, irrevocable, royalty free, unconditional, fully paid license and right (a) to post and to make, have made, use, copy, reproduce, modify, and create derivative works of, the Entry and any materials provided by the Entrant with the Entrant's Entry or otherwise through the Contest ("Entrant Materials"), (b) to publicly perform or display, import, broadcast, transmit, distribute (directly and indirectly), or license the Entry and Entrant Materials (and derivative works thereof), and (c) to sublicense to third parties the foregoing rights, including the right to sublicense to further third parties. Additionally, each Entrant consents to the use of the name, statements, photographs, videos, voice recordings and likenesses of himself/herself and any other person appearing in the Entry and Entrant Materials, as well as Entrant's Facebook account name, for publicity purposes, as well as any other purpose associated with the Contest.

By submitting an Entry, Entrant hereby grants permission for the Entry, including the Entrant's Facebook account name, to be posted on the NEEF's website or other websites for public view.

Entries must be recorded and produced in English.

7. **Limitations of Liability.** By entering the Contest, entrants and their affiliated organization agree that all disputes, claims, and causes of action arising out of or in connection with the Contest, or any prizes awarded, shall be resolved individually without resort to any form of class action; any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorney's fees and under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages other than damages for actual out of pocket expenses.
8. **Construction.** All issues and questions concerning the construction, validity, interpretation and enforceability of these official contest rules, or the rights and obligations of any contestant and NEEF, shall be governed by, and construed in accordance with the laws of the Commonwealth of Virginia, without giving effect to any choice of laws or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than Virginia. In the event that any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provisions were not contained therein.
9. **General Release.** By entering this Contest, all participants and/or entrants agree to release NEEF, their affiliated companies, other prize providers, and agents from and against all claims and damages arising in connection with each entrant's participation and/or entry in the

Contest (including, without limitation, claims, costs, injuries, losses or damages related to rights of publicity or privacy, defamation or portrayal in a false light) and/or his/her/their receipt or use of any prize awarded in this Contest including any injury or harm resulting from the use of the prize or any activity related thereto. Prizes are awarded “as is” with no warranty or guarantee, expressed or implied, outside of the manufacturer’s limited warranty.

10. **Sponsor.** The National Environmental Education Foundation Photo Contest is sponsored by the National Environmental Education and Training Foundation doing business as the National Environmental Education Foundation (“NEEF”), whose decisions regarding the selection of winners and all other aspects of the Contest shall be final and binding in all respects. NEEF will not be responsible for typographical, printing or other inadvertent errors in these Official Contest Rules or in other materials related to the Contest. If you have any questions regarding this Contest, please contact contests@neefusa.org.