

**LAVA BEDS NATIONAL MONUMENT ANNUAL PASS 2015 CONTEST
OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT AFFECT YOUR CHANCES OF WINNING. THIS CONTEST IS OPEN ONLY TO NATURAL PERSONS WHO ARE AT LEAST THIRTEEN (13) YEARS OF AGE OR OLDER AS OF NOVEMBER 09, 2015. ANY ENTRANT UNDER THE AGE OF EIGHTEEN (18) MUST HAVE A PARENT/LEGAL GUARDIAN CONSENT TO ENTER THIS CONTEST. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE OFFICIAL RULES. VOID WHERE PROHIBITED BY LAW.

1. ELIGIBILITY: This Lava Beds Annual Pass 2015 Contest (“Contest”) is only open to individuals who:

- (a) are natural persons; and
- (b) are at least thirteen (13) years of age or older as of November 09, 2015. Any entrant under the age of eighteen (18) years old must have a parent/legal guardian consent to enter the Contest.

2. PROMOTION PERIOD: This Contest runs between **November 09, 2015 12:00 a.m. EST through December 05, 2015 11:59 p.m. EST** (“Promotion Period”). The Promotion Period consists of the two (2) phases (each, a “Phase”, collectively, the “Phases”) as set forth in the chart below:

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Phase	Starts at 12:00 a.m. EST	Ends at 11:59 p.m. EST
Submission Phase	November 09, 2015	November 30, 2015
Judging Phase	December 01, 2015	December 05, 2015

The Administrator’s computer system is the official time-keeping device for this Contest.

3. TO ENTER: During the Submission Phase, eligible individuals may enter this Contest without having to purchase anything by visiting Lava Beds National Monument’s home page (<http://www.nps.gov/labe/index.htm>) or Facebook page (<https://www.facebook.com/LavaBedsNM>) during the Promotion Period and reading, downloading, and signing the Release Form for this contest in accordance with the instructions provided. Entrants may submit up to one (1) photograph, painting, etching, or other still artwork that can be sent electronically during the open period of this contest. Artwork must be submitted to kenneth_doutt@nps.gov along with the signed Release Form. Artwork submitted online must be submitted in .jpg, TIFF, or BITMAP, format, at least 300 DPI, and no larger than 3MB. No alteration or manipulation of photographs is permitted except for cropping, red eye removal, and/or adjustment of contrast and brightness. Photographs depicting anything that does not adhere to the rules of the Federal Recreation Agencies, contain unsafe acts, present resource or public use management concerns, or photographs that are inappropriate, indecent or obscene, as determined by Lava Beds National Monument staff in their sole discretion, shall be

disqualified. **All Federal Recreation Agencies rules must be followed when taking photographs.** All required fields on the waiver form must be completed. Incomplete entries will not be accepted and will be automatically rejected. Entrants must be the registered subscriber of the email account from which the entry is made. By submitting your entry, you (parent/legal guardian if entrant is a minor in his/her state of residence) agree that the artwork submitted conforms to the guidelines and content restrictions set forth above and that Lava Beds National Monument staff, in their sole discretion, may remove the artwork and disqualify you from this Contest if they believe, in their sole discretion, that the artwork fails to conform to such guidelines and restrictions.

By entering, entrants (parent/legal guardian if entrant is a minor in his/her state of residence) represent and warrant that the artwork that they submit:

- Are their own original creations;
- Do not infringe any other person's or entity's rights; and
- Have not been submitted previously in a contest or promotion of any kind.

Entries must be submitted by the original creator. Artwork created by someone other than you but submitted by you will be disqualified. You must be the sole owner of the copyright of any artwork submitted. Your submission is your guarantee that you are the author and copyright holder of such artwork.

All photographs must be taken on lands managed by Lava Beds National Monument.

By entering, entrants (parent/legal guardian if entrant is a minor in his/her state of residence) grant a non-exclusive, worldwide, royalty-free, perpetual license to Lava Beds National Monument to edit, adapt, make derivative works from, broadcast, publish and otherwise use any or all of the descriptions and/or artwork submitted, and may use them for advertising, promotional and/or any other purpose in any and all media now or hereafter devised worldwide in perpetuity without additional compensation, notification or permission, unless prohibited by law. By entering this Contest, entrants (parent/legal guardian if entrant is a minor in his/her state of residence) agree to have their submitted artwork used and displayed, either singularly or in combination with others and in any size, on the Lava Beds National Monument's respective websites and on the websites, social media, and print materials of Lava Beds National Monument without any fee or other form of compensation due at any time for so long as desired by Lava Beds National Monument staff. Credits, descriptions or titles, if any, used with the artwork are at the sole discretion of Lava Beds National Monument staff. In the event that ownership of any artwork submitted is challenged in any manner by any person, Lava Beds National Monument staff may disqualify that artwork and will discontinue use of the artwork.

Online access and an email account are required in order to participate in this Contest. Many public libraries, retail businesses and others offer free access to computers and a number of Internet service providers and other companies offer free email accounts.

There is a limit of one (1) entry per individual regardless as to method of entry. Additional entries received from any individual beyond the first entry received will be void. Entries generated by script, macro or other automated means and entries by any means which, in the opinion of Lava Beds

National Monument staff, are intended to subvert the entry process will be void. All entries submitted become the property of Lava Beds National Monument and none will be acknowledged or returned.

No third party entry or entry through Contest service permitted. Any individual who attempts or otherwise encourages, directly or indirectly, the entry of multiple or false contact information under multiple identities, multiple email accounts, or uses any device or artifice to enter or encourage, directly or indirectly, multiple or false entries, as determined by Lava Beds National Monument staff, will be disqualified. If, in the opinion of Lava Beds National Monument staff, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of this Contest, or if a computer virus, bug, unauthorized intervention, fraud, technical difficulties, or failures compromise or corrupt or affect the administration, integrity, security, fairness, or proper conduct of this Contest, and/or this Contest is not capable of being conducted as described in these Official Rules, Lava Beds National Monument staff shall have the right, at their sole discretion, to disqualify any individual who tampers with the entry process and to void any entries submitted fraudulently, and/or to cancel, terminate, modify or suspend this Contest, and to select the prize winner from all non-suspect entries received prior to action taken, or as otherwise deemed fair and appropriate by Lava Beds National Monument staff. If this Contest is cancelled, modified, suspended or terminated, notice will be posted on <http://www.nps.gov/labe/index.htm> and <https://www.facebook.com/LavaBedsNM>. Lava Beds National Monument staff reserve the right to prosecute any fraudulent entries to the fullest extent of the law. At the sole discretion of the Lava Beds National Monument staff, Contest winner may be disqualified at any time.

4. PRIZES: One grand prize will be given to the owner of the artwork selected which will be presented in the form of a Lava Beds National Monument Annual Pass (Approximate Retail Value \$30.00 USD) OR \$30.00 USD equivalent to be used exclusively at the National Park Service Arrowhead store (<http://www.arrowheadstore.com/>).

A lost or stolen prize will not be replaced. No assignment, transfer, conversion to cash or cash redemption or substitution of the prize is permitted, except Lava Beds National Monument staff reserve the right to substitute the prize with a prize of comparable or greater value should the prize become unavailable. All prize details are at the sole discretion of Lava Beds National Monument staff. The winner (parent/legal guardian if entrant is a minor in his/her state of residence) agrees to accept the prize "as is", and entrants hereby (parent/legal guardian if entrant is a minor in his/her state of residence) acknowledge that Lava Beds National Monument has neither made nor is in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the prize, including express warranties (if any) provided exclusively by a prize supplier that are sent along with the prize. Any valuation of the prize stated above is based on available information provided to Lava Beds National Monument staff and the value of any prize awarded to a winner may be reported for tax purposes as required by law. The winner will be solely responsible for all applicable state, federal, and local taxes associated with the acceptance and use of any awarded prize.

5. ENTRANTS' AGREEMENT: The submission or attempted submission of an entry for this Contest constitutes the entrant's full and unconditional agreement to these Official Rules and to any decisions made by Lava Beds National Monument staff, all decisions of which pertaining to this Contest shall be final and binding without any right of appeal. Winning a prize is contingent upon entrant fulfilling all the requirements of and all terms and conditions provided in these Official Rules. Failure to comply with these Official Rules may result in disqualification from this Contest.

All entries and any Release Forms provided to the Administrator become the property of Lava Beds National Monument and will not be returned.

6. WINNER DETERMINATION AND ODDS: Winners will be determined via the process set forth below.

Odds of winning will depend on the total number of valid entries received during the Submission Phase.

Once the submissions have been received at the end of the submission phase, an album of submitted artwork will be posted on Facebook. Between December 01, 2015 and December 05, 2015, the images will remain in an album and, based on the highest number of Likes an image receives, the winner will be determined. In the event of a tie, the winning image will be decided at the discretion of Lava Beds National Monument staff. If staff members have participated in the Contest, they will be excluded from any final decisions related to the winner of the Contest.

7. NOTIFICATION: The potential winner will be notified, at the Administrator's sole option, by means of email or telephone.

8. VERIFICATION OF THE POTENTIAL WINNER:

An entrant (parent/legal guardian if entrant is a minor in his/her state of residence) who is selected pursuant to the process set forth above is not considered a winner of any prize unless and until the entrant's eligibility has been verified by the Administrator and the entrant has been notified that verification has been completed. In connection with such verification, the potential winner must have signed a Release Form with all contact information filled out and must have been received by the Administrator along with the original submission. The potential winner must respond within ten (10) days of the Administrator's notification (see Section 7). Non-compliance with the foregoing or with any of these Official Rules, the return to the Administrator of the prize notification or the Release Form as non-deliverable or the Administrator's inability to contact the potential winner within one (1) month of its first attempt to notify will, at the Administrator's sole option, result in disqualification of the potential winner and, at the Administrator's sole option, an alternate winner being selected by the judges from the remaining eligible entries.

In the event of a dispute over the identity of a potential winner, the entry will be declared made by the authorized account holder of the email address submitted at the time of entry, and the potential winner may be required to provide identification sufficient to show that he/she is the authorized account holder of such email address. "Authorized account holder" is defined as the person assigned to an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the email address in question. Proof of sending or submission will not be deemed to be proof of receipt by the Administrator.

9. LIMITATIONS OF LIABILITY AND RELEASE: The Released Parties are not responsible or liable for:

- (a) any incorrect or inaccurate information, whether caused by entrants, non-authorized human intervention, printing errors or by any of the equipment or programming associated with or utilized in this Contest;

(b) technical failures of any kind including, but not limited to, malfunctions, interruptions, or disconnections in phone lines, network hardware or software, cable, satellite, cellular tower, or Internet service provider;

(c) bugs, viruses, worms, unauthorized human intervention in any part of the entry process or this Contest or any other causes which impair the fairness, integrity or administration of this Contest (in such event, the Sponsors reserve the right, at their sole option, to modify, terminate or suspend this Contest);

(d) typographical, printing, network, mechanical, electronic, technical, human or other errors or malfunctions of any kind relating to or in connection with this Contest including, without limitation, errors or problems which may occur in the administration of this Contest, the processing of entries, the announcement of the prizes or other errors in these Official Rules or in any other Contest-related materials;

(e) any liability, loss, injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in this Contest or receipt, use or misuse of any prize; or

(f) lost, incomplete, late, misdirected, garbled, undelivered, incomplete, stolen, or mutilated transactions, subscriptions or entries; or garbled, lost, misrouted or scrambled transmissions. (If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in this Contest.)

THE PARTIES (PARENT/LEGAL GUARDIAN IF ENTRANT IS A MINOR IN HIS/HER STATE OF RESIDENCE) AGREE, ACKNOWLEDGE AND UNDERSTAND THAT LAVA BEDS NATIONAL MONUMENT SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR LOST PROFIT DAMAGES. THE PARTIES (PARENT/LEGAL GUARDIAN IF ENTRANT IS A MINOR IN HIS/HER STATE OF RESIDENCE) AGREE, ACKNOWLEDGE AND UNDERSTAND THAT LAVA BEDS NATIONAL MONUMENT'S TOTAL AGGREGATE LIABILITY FOR ANY MATTER ARISING FROM OR RELATED TO THIS CONTEST, WHETHER IN CONTRACT, TORT, OR UNDER ANY THEORY OF LIABILITY, SHALL NOT EXCEED THE AMOUNT OF THE ACTUAL OUT-OF-POCKET COSTS INCURRED BY ENTRANT ASSOCIATED WITH ENTERING THIS CONTEST.

By entering into this Contest, each entrant (parent/legal guardian if entrant is a minor in his/her state of residence) agrees to release, discharge, and forever hold harmless the Released Parties and their shareholders from any and all claims, actions, damages, demands, manner of actions, causes of action, suits, debts, duties, accounts, bonds, covenants, warranties, indemnities, claims over, contracts and liabilities of whatever nature or kind arising out of, or in connection with, the entrant's participation or attempted participation in this Contest, compliance or non-compliance with these Official Rules and the delivery, non-delivery, acceptance, use, misuse or non-use of the prize.

Each entrant (parent/legal guardian if entrant is a minor in his/her state of residence) acknowledges that Lava Beds National Monument staff shall not be required under any circumstances to award more prizes than the number of available prizes as set out in these Official Rules.

10. CAUTION: Any attempt by any person(s) to damage any website or undermine the legitimate operation of this Contest is a violation of criminal and civil laws and, should such an attempt be made, Lava Beds National Monument staff reserve the right to seek damages and/or other remedies (including attorneys' fees) from any such person(s) responsible for the attempt to the fullest extent permitted by law.

11. DISPUTES: Except where prohibited by law, entrants (parent/legal guardian if entrant is a minor in his/her state of residence) agree that:

(a) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the state or federal courts;

(b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, and in no event shall any entrant be entitled to obtain attorneys' fees or other legal costs;

(c) under no circumstances will entrants be permitted to obtain awards for, and entrants (parent/legal guardian if entrant is a minor in his/her state of residence) hereby waive, to the extent permitted by applicable law, all rights to claim indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased; and

(d) all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrants and the Released Parties in connection with this Contest, shall be governed by, and construed in accordance with the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

12. TRADEMARKS: Unless noted otherwise, all trademarks used herein are the property of Lava Beds National Monument. The names of individuals, groups, companies, products and services mentioned herein, and any corresponding likenesses, logos and images thereof reproduced herein, have been used for identification purposes only and may be the copyrighted properties and trademarks of their respective owners. The mention of any individual, group or the Released Parties, or the inclusion of a product or service as a prize, does not imply any association with or endorsement by such individual, group or Lava Beds National Monument, or the manufacturer or distributor of such product or service and, except as otherwise indicated, no association or endorsement is intended or should be inferred.

13. COMMUNICATIONS: Unless otherwise expressly provided in these Official Rules, no communications or correspondence in relation to this Contest may be exchanged with entrants except for an entrant whose artwork has been selected to win the Contest.

14. PUBLICITY; GENERAL: Each entrant (parent/legal guardian if entrant is a minor in his/her state of residence) grants Lava Beds National Monument, and their respective designees a perpetual, worldwide, royalty-free license to use, broadcast, publish and otherwise use the entrant's name, company name, address of residence, address of company, statements regarding this Contest, image, photograph, video, voice and/or likeness for advertising, promotional and/or any other purpose in any

and all media now or hereafter devised worldwide in perpetuity without additional compensation, notification or permission, unless prohibited by law. This Contest and all entries are subject to all applicable federal, state and local laws and regulations. Void where prohibited by law.

15. PERSONAL INFORMATION: Unless the entrant has otherwise authorized Lava Beds National Monument or another entity related to Lava Beds National Monument to contact him or her, the personal information gathered about entrants in connection with this Contest will be used solely for the administration of this Contest and is subject to Lava Beds National Monument privacy policy(available at <https://www.doi.gov/privacy>) , and no communication unrelated to this Contest, commercial or otherwise, will be sent to the entrant by Lava Beds National Monument staff unless the entrant expressly request such communication.

Lava Beds National Monument: PO Box 1240, Tulelake, CA 96134