**NEZ PERCE NATIONAL HISTORICAL PARK YEAR OF THE BIRD 2018 CONTEST OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT AFFECT YOUR CHANCES OF WINNING. THIS CONTEST IS OPEN TO ALL PERSONS. 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 Nez Perce National Historical Park Year of the Bird 2018 Contest (“Contest”) is open to all individuals. Any entrant under the age of eighteen (18) years old must have a parent/legal guardian consent to enter the Contest. Void where prohibited by law.

**2. PROMOTION PERIOD:** This Contest runs between May 1, 2018 7:00 a.m. PST through November 30, 2018 4:59 p.m. PST (“Promotion Period”). The Sponsor’s computer system is the official time-keeping device for this Contest.

 **3. TO ENTER:** Eligible individuals may enter this Contest without having to purchase anything by visiting <https://www.nps.gov/nepe/learn/photosmultimedia/photo-contest.htm> during the Promotion Period and completing the free online entry form in accordance with the instructions provided and submitting up to five (5)photographs. Only the first five (5) photographs will be accepted for each individual.

Photograph(s) submitted online must be submitted in .jpg format. No alteration or manipulation of photographs is permitted except for cropping, red eye removal, and/or adjustment of contrast and brightness. Photographic techniques such as HDR , light - painting and long exposures are allowed. Photographs with watermarks, writing or symbols of any kind will be rejected.

Photograph(s) depicting anything that does not adhere to the rules of the Federal Recreation Agencies, contains unsafe acts, presents resource or public use management concerns or photographs that are inappropriate, indecent or obscene, as determined by Sponsor in its sole discretion, shall be disqualified. All applicable Federal Recreation Agencies rules must be followed when taking photographs at such locations.

All required fields on the online entry 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.

All entries must be submitted with a completed entry form to nepe\_media@nps.gov. One entry form can be used for multiple photos, as long as they are all submitted at the same time to nepe\_media@nps.gov. Photos submitted individually must each have a completed entry form.

Entries made to nepe\_media@nps.gov will be uploaded by Sponsor to the Nez Perce National Historical Park & Big Hole National Battlefield Facebook page for voting on the following Friday after submission.

By submitting your entry, you (parent/legal guardian if entrant is a minor in his/her state of residence) agree that the photograph(s) conforms to the guidelines and content restrictions set forth above and that the Sponsor, in its sole discretion, may remove the photograph(s) and disqualify you from this Contest if it believes, in its sole discretion, that the photograph(s) 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 photograph(s) 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. Photograph(s) created by someone other than you but submitted by you will be disqualified.

You must be the sole owner of the copyright of any photograph(s) submitted. Your submission of each photograph is your guarantee that you are the author and copyright holder of such photograph. All photographs must

(a) be taken on lands managed by one (1) of the six (6) Federal Recreation Agencies between January 1, 2015 and November 30, 2018.;

(b) contain an image of at least one (1) avian species.

Please be sure to accurately label your entries per the following example:

Photographer: Jane Smith

Photo title: Roseate Spoonbill In Flight

Photo ID: DCIM 3456; photo may be renamed by user ( ex. “*JS\_Spoonbill\_1*”)

Avian species: Roseate Spoonbill

Location: Ding Darling National Wildlife Refuge

Date: 3/23/2018

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 the Sponsor and Sponsor’s authorized partners, to edit, adapt, make derivative works from, broadcast, publish and otherwise use any or all of the descriptions and/or photograph(s) submitted, and may use them for advertising, promotional and/or any other purpose relating to Sponsor’s charitable mission or the promotion of Public Lands, 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 photograph(s) used and displayed, either singularly or in combination with others and in any size, on the official Contest website and social media platforms and on the websites, social media, and print materials of the Sponsor, as well as Sponsor’s authorized partners, in perpetuity without additional compensation, notification, or permission, unless prohibited by law.

Credits, descriptions or titles, if any, used with the photograph(s) are in the Sponsor’s sole discretion. In the event that ownership of any photograph(s) submitted is challenged in any manner by any person, Sponsor may disqualify that photograph(s) and will discontinue use of the photograph(s).

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 five (5) entries per individual. Additional entries received from any individual beyond the first five (5) entries received will be void. Entries generated by script, macro or other automated means and entries by any means which, in the opinion of the Sponsor, are intended to subvert the entry process will be void.

All entries, including photograph(s) submitted, become the property of the Sponsor and their respective designees, 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 the Sponsor, will be disqualified. If, in the Sponsors’ opinion, 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, the Sponsor 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 the Sponsor.

If this Contest is cancelled, modified, suspended or terminated, notice will be posted on <https://www.nps.gov/nepe/learn/photosmultimedia/photo-contest.htm> and the Nez Perce National Historical Park & Big Hole National Battlefield Facebook page. The Sponsor reserves the right to prosecute any fraudulent entries to the fullest extent of the law. At the Sponsors’ sole discretion, Contest winner may be disqualified at any time.

 **4. WINNER SELECTION:** Winners will be determined via the process set forth below.

Voting will occur via the Nez Perce National Historical Park & Big Hole National Battlefield Facebook page. Only “likes” (thumbs up icon) will be counted towards the winner. All other “comments” will not be counted.

During the Promotion Period, individuals will be able to vote on their favorite photos submitted via the Nez Perce National Historical Park & Big Hole National Battlefield Facebook page. The three (3) photos with the most votes at the end of the Promotion Period will be selected as the winners.

Winner Selection: Voting will open May 1, 2018 and will close November 30, 2018 4:59 PM (PST). These three (3) winners will be announced and notified on or around December 1, 2018.

In the event of a tie for any prize, the Sponsor reserves the right to determine the winner.

Winner (parent/legal guardian if entrant is a minor in his/her state of residence) agrees to conduct any and all media interviews related to the promotion if requested and not to criticize or disparage any of the Released Parties during interviews.

All judging decisions are final.

**5. PRIZES:** One (1) grand prize comprising of one (1) Birds of North America poster, one (1) Nez Perce National Historical Park water bottle, one (1) Nez Perce National Historical Park Year of the Bird Sticker, and three (3) Nez Perce National Historical Park Year of the Bird window decals.

One (1) second prize comprising of one (1) Audubon singing bird clock, one (1) Nez Perce National Historical Park water bottle, one (1) Nez Perce National Historical Park Year of the Bird Sticker, and three (3) Nez Perce National Historical Park Year of the Bird window decals.

One (1) third place prize comprising of one (1) window bird feeder, one (1) Nez Perce National Historical Park water bottle, one (1) Nez Perce National Historical Park Year of the Bird Sticker, and three (3) Nez Perce National Historical Park Year of the Bird window decals.

Lost or stolen prizes will not be replaced. No assignment, transfer, conversion to cash or cash redemption or substitution of the prize is permitted, except the Sponsor reserves the right to substitute the prize with a prize of comparable or greater value should the prize, or any portion thereof, become unavailable.

All prize details are at the sole discretion of the Sponsor. 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 Sponsor 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(s) stated above is based on available information provided to the Sponsor and the value of any prize awarded to a winner may be reported for tax purposes as required by law.

The winner(s) will be solely responsible for all applicable state, federal, and local taxes associated with the acceptance and use of any awarded prize.

**6. 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 the Sponsor, 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, including photograph(s) submitted, and any Request for Information and Waiver or Affidavit document provided to the Sponsor become the property of the Sponsor and will not be returned.

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

**8. VERIFICATION OF POTENTIAL WINNERS:** 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 Sponsor and the entrant has been notified that verification has been completed. In connection with such verification, the potential winner will be required to execute and return a Request for Information and Waiver form or Affidavit, within ten (10) days of the date that such form is sent by the Sponsor, or Sponsor designee, t o the potential winner. Noncompliance with the foregoing or with any of these Official Rules, the return to the Sponsor of the prize notification or the Request for Information and Waiver form or Affidavit as non-deliverable or the Sponsor’s inability to contact the potential winner within ten (10) days of its first attempt to notify will, at the Sponsor’s sole option, result in disqualification of the potential winner and, at the Sponsor’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 Sponsor.

**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 Sponsor 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 THE SPONSOR 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 THE SPONSORS’ 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 and, if selected as a potential winner, to sign and deliver the Request for Information and Waiver form or Affidavit before receiving his/her prize. Each entrant (parent/legal guardian if entrant is a minor in his/her state of residence) acknowledges that the Sponsor 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, the Sponsor 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:

(g) 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 located in the District of Columbia, United States of America;

(h) 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;

(i) 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

(j) 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 District of Columbia, without giving effect to any choice of law or conflict of law rules (whether of the District of Columbia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the District of Columbia.

**12. TRADEMARKS:** Unless noted otherwise, all trademarks used herein are the property of the Sponsor. 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 the Sponsor, 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. WINNERS’ LIST:** For a complete list of the names of the winners (available after December 1, 2018) send a self-addressed, postage pre-paid envelope to: Nez Perce National Historical Park Attn: Year of the Bird Photo Contest, 39063 U.S. Highway 95, Lapwai, ID 83540. All winners’ list requests must be received prior to December 31, 2019.

**14. PUBLICITY; GENERAL:** Each entrant (parent/legal guardian if entrant is a minor in his/her state of residence) grants the Sponsor, 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:** Entrants’ personal information will not be shared.

Sponsor: Nez Perce National Historical Park 39063 U.S. Highway 95., Lapwai ID 83540.