

## FIND YOUR PARK GUAM – WAR IN THE PACIFIC NATIONAL HISTORICAL PARK PHOTO CONTEST

### OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN

THIS CONTEST IS OPEN ONLY WHO ARE AT LEAST THIRTEEN (13) YEARS OF AGE

OR OLDER AS OF APRIL 30, 2016. 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 Find Your Park Guam – War in the Pacific National Historical Park Photo Contest (“Contest”) is only open to individuals who are at least thirteen (13) years of age or older as of April 30, 2016. Any entrant under the age of eighteen (18) years old must have a parent/legal guardian consent to enter the Contest, except for employees, officers, directors, agents and representatives of National Park Service and their respective immediate families (mother, father, sister, brother, child, husband or wife, and their respective spouses, regardless of where they reside), and those living in the same household of any such individuals, whether or not legally related. Individuals who derive 20% or more of their income from taking photographs are also ineligible to enter. Void where prohibited by law.

2. PROMOTION PERIOD: This Contest runs between May 1, 2016 12:00 a.m. CST through July 15, 2016 11:59 p.m. CST (“Promotion Period”). The Promotion Period consists of the two (2) phases (each, a “Phase”, collectively, the “Phases”) as set forth below:

Phase Starts at 12:00 a.m. CST Ends at 11:59 p.m. CST

Submission Phase May 1, 2016 to July 15, 2016

Judging Phase July 16, 2016 to July 31, 2016

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 during the Promotion Period by email the photographs to FindYourParkGuam@gmail.com and submitting up to two (2) photographs per week (Monday, 12:00 a.m. CST through .Sunday, 11:59 p.m. CST). 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. Photograph(s) 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 Sponsors in their sole discretion, shall be disqualified. All Federal Recreation Agencies rules must be followed when taking photographs. 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 Sponsors, in their sole discretion, may remove the photograph(s) and disqualify you from this Contest if it believes, in their 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 be taken on lands managed by War in the Pacific National Historical Park January 1, 2013 and July 15, 2016.

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 Sponsors 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 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 Sponsors' respective websites and on the websites, social media, and print materials of the Sponsors without any fee or other form of compensation due at any time for so long as desired by the Sponsors. Credits, descriptions or titles, if any, used with the photograph(s) are in the Sponsors' sole discretion. In the event that ownership of any photograph(s) submitted is challenged in any manner by any person, Sponsors may disqualify that photograph(s) and will discontinue use of the photograph(s).

There is a limit of two (2) entries per individual per week.

Additional entries received from any individual beyond the first entry received for that week will be void. Entries generated by script, macro or other automated means and entries by any means which, in the opinion of the Sponsors, are intended to subvert the entry process will be void. All entries, including photograph(s) submitted, become the property of the Sponsors, 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 Sponsors, 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 Sponsors 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 Sponsors. If this Contest is cancelled, modified, suspended or terminated, notice will be posted on [www.nps.gov/wapa](http://www.nps.gov/wapa).

At the Sponsors' sole discretion, Contest winner may be disqualified at any time.

#### 4. PRIZES:

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 the Sponsors, 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 Administrator become the property of the Sponsors 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.

Winner Selection: By August 1, 2016, the War in the Pacific National Historical Park will choose the eleven (11) winners, comprising of one (1) grand prize winner, and ten (10) second prize winners. These eleven (11) winners will be notified on or around August 1, 2016. In the event of a tie for any prize, the entry judged to be the most creative will win the prize. 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.

7. NOTIFICATION: The potential winner will be notified, at the Administrator's sole option, by means of Facebook or Instagram private message.

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 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 Administrator to the potential winner. Non-compliance with the foregoing or with any of these Official Rules, the return to the Administrator of the prize notification or the Request for Information and Waiver form or Affidavit 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.

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 THE SPONSORS 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 Sponsors 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. TRADEMARKS: Unless noted otherwise, all trademarks used herein are the property of the Sponsors. 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 Sponsors, 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.

11. PUBLICITY; GENERAL: Each entrant (parent/legal guardian if entrant is a minor in his/her state of residence) grants the Sponsors, 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.

12. PERSONAL INFORMATION: Unless the entrant has otherwise authorized the Sponsors or another entity related to the Sponsors 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.