

NARGSROCKS Trough Photo Contest Official Rules:

By forwarding/uploading a photograph and entering this contest you acknowledge that you have read and agree to the following rules and guidelines for the North American Rock Garden Society (“NARGS”) Social Media Photography Contest (“Contest”).

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

1. Eligibility: This Contest is open only to anyone of any age. The Contest is open to residents of any country but is void where prohibited by law. Judges and administrators of the NARGS photography contest, and immediate family members and/or those living in the same household are not eligible to participate in the Contest. The Contest is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

2. Agreement to Rules: By participating, the Contestant (“You”) agree to be fully and unconditionally bound by these Rules. You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of NARGS as final and binding as it relates to the content of this Contest.

3. Contest Period: Entries will be accepted online starting on September 26, 2020 at noon EST and ending November 6, 2020 at noon EST. All online entries must be received by that date and time and any arriving later will not be eligible.

4. How to Enter: The Contest must be entered by submitting an entry using the online form provided at the NARGS Facebook page (<https://www.facebook.com/North-American-Rock-Garden-Society-232300658503/>). The entry must fulfill all Contest requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of NARGS. You may enter only once in each of three categories. You must provide the information requested. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of NARGS.

5. Prizes: The Winner(s) of the Contest (the “Winner”) will receive:

1. A free one year membership in the North American Rock Garden Society (\$40.00 [U.S./Canada], \$45.00 [overseas] value).

2. A free ticket to an online NARGS event of NARGS choice.

3. Publication of your winning entry in the NARGS Quarterly magazine.

Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by NARGS. No cash or other prize substitution shall be permitted except at NARGS discretion. The prize is nontransferable, except that a life member of NARGS is a winning contestant, that life member may gift the one year membership prize to the person of their choice. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted except as noted above. Acceptance of prize constitutes permission for NARGS to use Winner’s name, likeness, and entry for purposes of advertising and trade without further compensation unless prohibited by law.

6. Odds: The odds of winning depend on the number of eligible entries received.

7. Winner Selection and Notification: Winner of “Best Photograph” and “Best Design” categories will be selected by a panel of expert judges selected by contest administrators from around the world. Winner of “People’s Choice” will be selected by community vote under the supervision of NARGS. Winners will be notified by email within five (5) days following selection of Winner. NARGS shall have no liability for Winner’s failure to receive notices due to spam, junk e-mail, or other security settings or for Winner’s provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within 14 days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected. Receipt by Winner of the prize offered in this Contest is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT NARGS’S SOLE DISCRETION) WILL RESULT IN WINNER’S DISQUALIFICATION AS WINNER OF THE CONTEST, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

8. Rights Granted by You: By entering this content (e.g., photo, video, text, etc.), You grant NARGS, anyone acting on behalf of NARGS, and NARGS’s licensees, successors, and assigns, a limited, non-exclusive right to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry photograph. You retain all other rights to your image.

You further understand and agree that NARGS, anyone acting on behalf of NARGS, and NARGS’s licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Contest, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes. without any further compensation, notice, review, or consent.

9. By entering this content, You represent and warrant that your entry is an original work of authorship, and does not violate any third party’s proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, You will be disqualified at the sole discretion of NARGS. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless NARGS from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which NARGS may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party’s right.

10. Terms & Conditions: NARGS reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest should virus, bug, non-authorized human intervention, fraud, or other cause beyond NARGS’s control corrupt or affect the administration, security, fairness, or proper conduct of the Contest. In such case, NARGS may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by NARGS. NARGS reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Contest or website or violates these Terms & Conditions. NARGS has the right, in its sole discretion, to maintain the integrity of the Contest, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Contest rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws. Should such an attempt be made, NARGS reserves the right to seek damages to the fullest extent permitted by law.

11. Limitation of Liability: By entering, You agree to release and hold harmless NARGS and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant’s participation in the Contest

and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

12. Disputes: THIS CONTEST IS GOVERNED BY THE LAWS OF THE UNITED STATES AND NEW JERSEY, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Contest, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in New Jersey having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Contest). Participant further waives all rights to have damages multiplied or increased.

14. Winners List: To obtain a copy of the Winner's names or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: NARGS, P.O. Box 18604, Raleigh, NC 27619-8604. Requests must be received no later than November 27, 2020, 12pm EST.

15. Sponsor: The Sponsor of the Contest is NARGS, P.O. Box 18604, Raleigh, NC 27619-8604.

16. Facebook: The Contest hosted by NARGS is in no way sponsored, endorsed, administered by, or associated with Facebook.

17. ____ By checking here, You, the Contestant, have affirmatively reviewed, accepted, and agreed to all of the Official Rules.