

Protecting nature. Preserving life.

Nature Inspires Official Contest Rules

Updated: May 16, 2021

No Purchase Necessary. A Purchase Will Not Increase Your Chances of Winning.

- 1. Eligibility: The contest is open only to legal residents of the state of Florida, USA, who are at least eighteen (18) years old. Employees, Board Members and Trustees of The Nature Conservancy, as well as immediate family (spouse, parents, siblings, and children) and household members of those employees, Board Members and Trustees are not eligible to enter.
- 2. Sponsor: The contest is sponsored by The Nature Conservancy, 4245 North Fairfax Drive, Suite 100, Arlington, VA 22203-1606 ("Sponsor"). This contest is in no way sponsored by, endorsed by, administered by, or associated with, Facebook.
- 3. Entry Period: The contest begins at 12:00pm on June 23, 2021 and ends at 12:00pm on August 14, 2021 (the "Entry Period"). Entries submitted before or after the Entry Period will not be eligible. Sponsor's computer is the official time-keeping device for the contest. Only 50 total valid entries will be accepted in the contest.
- 4. How to Enter: 1) Submit all required information to the official contest Google Form, including a pdf titled with your full name and county of residence. In the pdf include the title of your submission, description of your piece, the dimensions of your piece, and 3 high quality photos of your piece from three different angles including one head on. You must honestly answer all questions in the Google Form and submit any additional waivers requested. You may only enter one (1) time, and you may not use an agency or automated system to enter. Sponsor reserves the right to reject any additional entries or entries that do not comply with these Official Rules. By entering, you indicate your unconditional agreement to, and acceptance of, these Official Rules and Sponsor's decisions, which are final and binding. You cannot win a prize unless you comply with all requirements in these Official Rules.
- 5. Determining winners: On or about September 17, 2021, Sponsor will select 3 potential winner(s) of all entries received. Submissions will be evaluated by a panel using a rubric point system based on alignment with theme(s) (connection and hope), Florida nature representation, and originality. The odds of being selected depend on the number of entries received. Sponsor will attempt to notify a potential winner within 14 business days of the contest results.

- 6. Potential Winner Requirements: Except where prohibited, a potential winner may be required to complete and return an affidavit of eligibility and liability/publicity release within 5 days. If a potential winner fails to return these documents on time, an alternate potential winner may be selected in his/her place in a random drawing of all remaining entries received. Only three (3) alternate potential winners may be contacted.
- 7. Prize(s): Three winners will have the choice of (1) exclusive access to the Disney Wilderness Preserve for up to 4 people total for up to 3 hours before opening to the public or up to 3 hours after closing to the public. This access can include transportation for you and your group to any location on the Preserve accessible by road or hiking trail. The approximate value of this award is \$400 (2) One evening buggy tour for up to 5 people with an approximate value of \$200 (3) One day time buggy tour for up to 8 people with an approximate value of \$200. First Place will choose which of the prizes listed they'd like to claim, Second Place will choose from the remaining two options, and Third Place will be awarded the remaining prize. The time window for when winners are eligible to redeem their prizes will be at the discretion of the Sponsor. A winner is responsible for paying any income taxes and any and all other costs and expenses not listed above. Any prize details not specified above will be determined by Sponsor, in its sole discretion. A prize may not be transferred and must be accepted as awarded. A winner may not request cash or a substitute prize; however, Sponsor reserves the right to substitute a prize with another prize of equal or greater value if the prize is not available for any reason, as determined by Sponsor, in its sole discretion.
- 8. General Conditions: In the event that the operation, security, or administration of the contest is impaired in any way, Sponsor may, in its sole discretion, either: (a) suspend the contest to address the impairment and then resume the contest; or (b) award the prize(s) at random from among the eligible entries received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify and seek damages from any individual who tampers with the operation of the contest, violates these Official Rules, or acts in a disruptive or unsportsmanlike manner. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Proof of sending any communication to Sponsor by mail or e-mail shall not be deemed proof of receipt of that communication by Sponsor. In the event of a dispute as to the owner of an online entry, the authorized account holder of the e-mail address used to enter will be deemed to be the owner. The contest is subject to federal, state, and local laws and regulations and is void where prohibited.
- 9. Release and Limitations of Liability: By entering, you agree to release and hold harmless Sponsor, Facebook, their respective parent, subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the contest or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the

- contest; (b) technical errors; (c) printing errors; (d) late or undelivered mail; (e) errors in the administration of the contest; or (f) injury or damage to persons or property. You waive the right to claim any attorneys fees and any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.
- 10. Privacy and Publicity: Any information you submit as part of the contest will be used in accordance with Sponsor's Privacy Policy. The information you provide when you enter is provided to Sponsor, not to Facebook. Except where prohibited, you consent to Sponsor's use of your name in any list of winners (if applicable) and for promotional purposes in any media without further payment or consideration.
- 11. Disputes: You agree that any and all disputes, claims and causes of action arising out of, or connected with, the contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Florida. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Sponsor in connection with the contest, shall be governed by, and construed in accordance with, the laws of Florida, without giving effect to any choice of law or conflict of law rules (whether of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Florida.
- 12. Results: To request a winners list, send an e-mail to <u>NatureInspires@tnc.org</u>. Requests must be received by December 20, 2021.