# 2016 National Farmers Union Photo Contest Rules

**TERM**

The 2016 National Farmers Union Photo Contest begins February 1, 2016 at 12:00:00 a.m. US Eastern Time and ends November 30, 2016, 11:59:00 p.m. US Eastern Time ("ET") (the "Contest"). Information on how to enter and prizes form part of these official rules ("Official Rules"). By submitting an entry, each entrant agrees to the Official Rules and warrants that his or her entry complies with all requirements set out in the Official Rules.

**WHO MAY ENTER**

Contest is open only to National Farmers Union and its state division members who have reached the age of majority in their jurisdiction of residence at the time of entry. Employees of National Farmers Union, and their immediate family members (spouse, parent, child, sibling and their respective spouses, regardless of where they live) or persons living in the same households of such employees, whether or not related, are not eligible. If you are not a member, you can join National Farmers Union prior to submitting your photo here.

**HOW TO ENTER**

Each Entry consists of an entry form, a single image, and a caption if desired. There is no entry fee. To enter, visit the National Farmers Union Facebook page and select "The Faces and Places of Farmers Union"; complete an entry form with the required information, including your name, address, telephone number, email address, photo caption and photo category; and submit along with your photograph in accordance with the instructions that follow.

The Categories for entries are: "The Faces of Farmers Union"; and "The Places of Farmers Union" (the "Categories"). Each person may enter up to 10 photographs during the entire length of the contest. Each entry must comply with the following requirements (the "Photograph Requirements"):

Photographs must be in digital format. The photograph need not be taken with a digital camera; scans of negatives, transparencies, or photographic prints are acceptable. All digital files must be 20 megabytes or smaller, and must be in JPEG or JPG format. Only minor burning, dodging and/or color correction is acceptable, as is cropping. Photographs that include sculptures, statues, paintings, and other works of art will be accepted as long as they do not constitute copyright infringement or fraud; provided entrants must be prepared to provide a release form as described below in "Release." When photographing the work of others, it must be as an object in its environment and not a full-frame close-up of another person's art.

The photograph, in its entirety, must be a single work of original material taken by the Contest entrant. By entering the Contest, entrant represents, acknowledges, and warrants that the submitted photograph is an original work created solely by the entrant, that the photograph does not infringe on the copyrights, trademarks, moral rights, rights of privacy/publicity or intellectual property rights of any person or entity, and that no other party has any right, title, claim, or interest in the photograph.

The photograph must not, in the sole and unfettered discretion of National Farmers Union, contain obscene, provocative, defamatory, sexually explicit, or otherwise objectionable or inappropriate content.

Any caption must be complete and accurate, sufficient to convey the circumstances in which the photograph was taken. Disguising or misrepresenting the origin of your content is cause for disqualification.

Watermarks are not acceptable. If National Farmers Union does not receive a non-watermarked version of the entry within ten (10) days following its request, the entry will be disqualified.

The entries in each Category will be judged separately, in accordance with the Judging Criteria, as defined below. All entries must be submitted and received by November 30, 2016 at 11:59:00 p.m. ET. Proof of submission is not proof of receipt. National Farmers Union reserves the right to examine the original photograph/source material in order to confirm compliance with these rules.

**RELEASES**

If the photograph contains any material or elements that are not owned by the entrant and/or which are subject to the rights of third parties, and/or if any persons appear in the photograph, the entrant is responsible for obtaining, prior to submission of the photograph, any and all releases and consents necessary to permit the exhibition and use of the photograph in the manner set forth in these Official Rules without additional compensation. If any person appearing in any photograph is under the age of majority in their state/province/territory of residence the signature of a parent or legal guardian is

required on each release.

Upon National Farmers Union's request, each entrant must be prepared to provide (within seven (7) calendar days of receipt of National Farmers Union's request) a signed release from all persons who appear in the photograph submitted, authorizing National Farmers Union and its licensees ("Authorized Parties") to reproduce, distribute, display, and create derivative works of the entry in connection with the Contest and promotion of the Contest, in any media now or hereafter known. Failure to provide such releases upon request may result in disqualification at any time during the Contest and selection of an alternate winner.

Similarly, upon National Farmers Union's request, each entrant must be prepared to provide (within seven (7) calendar days of receipt of National Farmers Union's request) a signed written license from the copyright owner of any sculpture, artwork, or other copyrighted material that appears in the photograph entry, authorizing any Authorized Party to reproduce, distribute, display, and create derivative works of the entry in connection with the Contest and promotion of the Contest, in any media now or hereafter known. Failure to provide such releases upon request may result in disqualification and selection of an alternate winner.

Finally, upon National Farmers Union's request, each entrant must be prepared to provide (within seven (7) calendar days of receipt of National Farmers Union's request) a signed written license from the owner of any private property included in the photograph entry, authorizing any Authorized Party to reproduce, distribute, display, and create derivative works of the entry in connection with the Contest and promotion of the Contest, in any media now or hereafter known. Failure to provide such releases upon request may result in disqualification and selection of an alternate winner.

For the purposes of these Official Rules, the entrant will be deemed to be in receipt of National Farmers Union's request or notification, (a) in the event that National Farmers Union sends the request by postal mail, five business days after the request was sent by National Farmers Union, or (b) in the event that National Farmers Union sends the request by email, on the day that the email was sent by National Farmers Union.

**CONTEST PRIZES**

At the end of each month through the length of the Contest, a monthly winner will be selected from each Category based on the total number of votes received on their photo that month. The 20 monthly winners (10 from each category) will be compiled and voted on by a panel of judges (see Judging below) to determine the two Grand Prize winners – one from each Category. Grand Prize winners will each receive a $500 Visa Prepaid Gift Card, and his/her winning photograph will be published in NFU News and featured on the NFU website.

Potential winners shall be required to sign and return within ten (10) days following an attempted notification, an Affidavit, Declaration or Certificate of Eligibility, Liability Release, and where legally permissible, a Publicity Release and Warranty of Ownership and License in which the entrant warrants that he/she is the owner of the photograph (and all the intellectual property rights in the photograph submitted) and grants to National Farmers Union and its licensees the irrevocable, perpetual, worldwide non-exclusive license to reproduce, distribute, display, and create derivative works of the entry (along with a name credit) in connection with the Contest and promotion of the Contest without additional compensation. Failure to execute and deliver any required documents to National Farmers Union by the specified deadline may result in disqualification from the Contest, and selection of an alternate potential winner. NONCOMPLIANCE OR RETURN OF PRIZE NOTIFICATION AS UNDELIVERABLE, WHETHER BY REGULAR MAIL OR BY EMAIL, MAY RESULT IN DISQUALIFICATION AND SELECTION OF AN ALTERNATE POTENTIAL WINNER.

No prize transfer, assignment, or substitution by winners permitted. If a prize (or part of a prize) is unavailable, National Farmers Union, in its discretion, reserves the right to substitute the original prize (or that part of the prize) with an alternative prize to the equal monetary value and/or specification, unless to do so would be prohibited by law.

**JUDGING**

A panel of judges selected by National Farmers Union shall determine Grand Prize winners in each category from the 10 monthly winner photos. The panel of judges will be composed of people with expertise in public relations, graphics, photography, and agriculture. Judging of the Contest will be based on the quality of the photograph and its exemplification of family agriculture and/or the diversity of National Farmers Union.

Contestants agree that the sole and final judgment as to all matters concerning the Contest and interpretation of contest rules are at the sole discretion of the National Farmers Union, and their officers and staff.

**LICENSE**

By entering the Contest, all entrants grant an irrevocable, perpetual, worldwide non-exclusive license to Authorized Parties, to reproduce, distribute, display and create derivative works of the entries in connection with the Contest and promotion of the Contest, in any media now or hereafter known. Entrants consent to National Farmers Union doing or omitting to do any act that would otherwise infringe the entrant's "moral rights" in their entries. Display or publication of any entry on an Authorized Party's website does not indicate the entrant will be selected as a winner. Authorized Parties will not be required to pay any additional consideration or seek any additional approval in connection with such use. Additionally, by entering, each entrant grants to Authorized Parties the unrestricted right to use all statements made in connection with

the Contest, and pictures or likenesses of Contest entrants, or choose not to do so, at their sole discretion. Authorized Parties will not be required to pay any additional consideration or seek any additional approval in connection with such use.

**LIMITATION OF LIABILITY**

By entering this Contest, all entrants agree to release, discharge, and hold harmless National Farmers Union and its partners, affiliates, subsidiaries, agents and their employees, officers, directors, and representatives from any claims, losses, and damages arising out of their participation in this Contest or any Contest-related activities and the acceptance and use, misuse, or possession of any prize awarded hereunder.

National Farmers Union assumes no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to Contest entries or entry forms; or alteration of entries or entry forms. National Farmers Union is not responsible for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email entry to be received on account of technical problems or traffic congestion on the Internet or at any website, human errors of any kind, or any combination thereof, including any injury or damage to entrants' or any other persons' computers related to or resulting from participation, uploading or downloading of any materials related to in this Contest.

**CONDITIONS**

THIS CONTEST IS VOID WHERE PROHIBITED. Entrants agree that this Contest shall be subject to and governed by the laws of the District of Columbia and the forum for any dispute shall be in the District of Columbia, United States of America. To the extent permitted by law, the right to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or on connection with this Contest are hereby excluded and any entrant expressly waives any and all such rights. Certain restrictions may apply. Entries void if National Farmers Union determines the photograph to not be an original, or if the entries are illegible, incomplete, damaged, irregular, altered, counterfeit, produced in error or obtained through fraud or theft.

By entering, entrants also agree (a) to be bound by these Official Rules; (b) that the decisions of the Judges are final and binding with respect to all matters relating to the Contest; and (c) if the entrant wins that National Farmers Union may use the winning photographs and each winner's name, photograph, likeness, and/or voice in any publicity or advertising relating to the Contest or future promotions without compensation or approval (except where prohibited by law). All federal,

state/provincial/territorial, and local taxes, fees and surcharges and taxes (whether foreign or domestic, and including income, sales, and import taxes) on prizes are the sole responsibility of the prize winners. In the event that the selected winner(s) of any prize is/are ineligible, cannot be traced or does/do not respond within ten (10) days to a winner notification as required by the "Contest Prizes" Rules above, or refuses the prize, the prize will be forfeited and National Farmers Union, in its sole discretion, may choose whether to award the prize to another entrant.

National Farmers Union reserves the right to verify the validity and originality of any entry and/or entrant (including an entrant's identity and address) and to disqualify any entrant who submits an entry that is not in accordance with these Official Rules or who tampers with the entry process. Failure by National Farmers Union to enforce any of its rights at any stage does not constitute a waiver of those rights.

**RIGHT TO CANCEL OR SUSPEND CONTEST**

If for any reason the Contest is not capable of running as planned, due to infection by computer virus, bugs, worms, trojan horses, denial of service attacks, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of National Farmers Union that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, National Farmers Union reserves the right, at its sole discretion, to disqualify any individual(s) who tamper with the entry process, and/or to cancel, terminate, modify, or suspend the Contest. If National Farmers Union elects to cancel or terminate the Contest, National Farmers Union will not retain any rights in the submitted photographs, and will return the fees submitted with each entry.

**WINNERS LIST**

Entrants are responsible for complying with these Official Rules. Winners' names will be available online at www.nfu.org and on the NFU Facebook, Twitter and Instagram pages after December 7, 2016.

**DATA PRIVACY**

Entrants agree that personal data, especially name and address, may be processed, shared, and otherwise used for the purposes and within the context of the Contest and any other purposes outlined in these Official Rules. The data may also be used by National Farmers Union in order to verify the participant's identity, postal address, and telephone number or to otherwise verify the participant's eligibility to participate in the Contest. Participants have the right to access, review, rectify, or cancel any personal data held by National Farmers Union by writing to National Farmers Union, 20 F St, Suite 300, N.W., Washington, D.C. 20001. Personal data will be used by National Farmers Union and its affiliates exclusively for the purposes stated herein.

NOTICE TO INDIVIDUALS: REMOVAL FROM MAILING LIST: Any individual (or other duly authorized person) may elect to exclude the name and address of that individual from all lists used by National Farmers Union to mail skill contests or sweepstakes. To elect to have an individual's name excluded from all such lists, submit a removal request in writing to: National Farmers Union, 20 F St, Suite 300, N.W., Washington, D.C. 20001. This notification system may be used to prohibit mailing of all skill contests or sweepstakes by National Farmers Union to such individual.