

DOCUMENT TITLE: **Full Contest Terms and Conditions**

Contest is open to photographers 18 years or older at time of entry and subject to the Contest Rules.

How to Enter. During the Contest Period entrants have the opportunity to enter the Contest by visiting the Raritan Headwaters Association Photo Contest site:

<https://www.judgify.me/RaritanHeadwatersPhotoContest> . At the Website, entrants must follow the entry links and instructions to complete the Contest registration and entry form. Raritan Headwaters Association is the Sponsor of this contest.

All entry information and Photos shall be collectively referred to herein as the “Submissions” or each as a “Submission.” Submissions must comply with the Guidelines and Restrictions defined below.

By entering, each entrant warrants and represents the following with respect to entrant’s Submission: (a) the entrant is 18 years or older; (b) entrant is the sole and exclusive owner of the Submission; (c) the Submission will not infringe on any rights of any third parties; and (d) any third parties appearing in the Submission have given entrant appropriate consent to be photographed and used as permitted herein. Sponsor reserves the right to request releases from any third parties appearing in any Submissions at any time. Failure to produce third-party releases upon Sponsor’s request may result in disqualification, as determined by Sponsor in its sole and absolute discretion.

Providing a Submission constitutes entrant’s consent to give Sponsor a royalty-free, irrevocable, perpetual, nonexclusive license to use, reproduce, modify, publish, create derivative works from, and display such Submissions in whole or in part, on a worldwide basis, in perpetuity, and to incorporate it into other works, in any form, media, or technology now known or later developed, for any purpose whatsoever, including for promotional or marketing purposes. By providing a Submission, entrant also consents to give Sponsor a license to use entrant’s name, image, and likeness, whenever that is included in the Submission, on the same foregoing terms.

An entrant may submit multiple Submissions during the Contest Period (defined below), provided that each Submission is unique. All terms and conditions of Judgify.com, the host platform, apply. Use of any automated system to participate is prohibited and will result in disqualification. The “authorized account holder” is the natural person assigned 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 submitted address. Each potential winner may be required to show proof of being the authorized account holder.

Submission Guidelines and Content Restrictions: By entering the Contest, each entrant agrees that entrant's Submission conforms to the Submission Guidelines and Content Restrictions as defined below (collectively, the "Guidelines and Restrictions") and that Sponsor, in its sole discretion, may remove any Submission and disqualify an entrant from the Contest if it believes, in its sole discretion, that the entrant's Submission fails to conform to the Guidelines and Restrictions.

Submission Guidelines:

- Submitter must be 18 or older to enter.
- The submitter must be the sole creator of the photograph, have full rights to the photo, and be the author of the title.
- Submissions found to be fraudulent will be removed from the competition, and the submitting artist/individual accepts full legal responsibility and consequences if the submitted work is identified as plagiarized.
- One photo-file per submission. Additional photos may be entered as a separate submission.
- The image must have been taken/created between March 31, 2020 and October 31, 2021.
- The image must be taken within the North & South Branch Raritan River Watershed region of New Jersey. You will be asked to identify the location where your photo was taken.
- Submitter retains rights to their image.
- Submitter gives permission to Raritan Headwaters Association (RHA) to republish submitted photos for marketing and other general purposes in alignment with the Association's mission.
- Photo credit will be given whenever practical.
- Submitted photos must be high resolution, in JPEG or JPG formats, and at least 1 MB and no larger than 50 MB.
- Photos may be black & white or color and/or cropped.
- Photos that contain objectionable or inappropriate content, as determined by RHA in its sole discretion, will be ineligible for this contest.
- Photos with borders and composited or illustrated images will not be accepted.
- Stitched images, for the purposes of creating a panorama, and HDR photos are acceptable.
- Watermarks must be limited to less than 5% of the image and placed in a corner to be cropped out for reproduction.
- If there is inconsistency between the contest page and the Full Contest Terms and Conditions contained herein, the Full Contest Terms and Conditions prevail over any conflicts.

Content Restrictions:

- The Submission must not contain material that violates or infringes any rights of any other party, including but not limited to copyright, trademark, privacy, publicity, or any other intellectual property rights;
- The Submission must not contain materials which contain visible identifiable or potentially identifiable information, including but not limited to, phone numbers, website links, street addresses, email addresses or license plate numbers;
- The Submission must not disparage Sponsor or any other person or party;
- The Submission must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous, or libelous;

- The Submission must not contain material that promotes bigotry, racism, hatred, or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age;
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations of the United States or of any jurisdiction where Submission is created;
- The Submission must be consistent with the image and values of Sponsor and be consistent with and satisfy the purpose of the Contest.

Sponsor reserves the right to delete or blur any inappropriate content from a submission without disqualifying the entry where, in Sponsor's determination, such change does not materially alter the submission and the entrant has otherwise attempted in good faith to comply with these Official Rules.

Each entrant acknowledges that other entrants may have used ideas and/or concepts in their Submission that may be similar in idea or concept to what is included in entrant's Submission. Each entrant understands and agrees that he/she shall not have any claim against any other entrant or Sponsor arising out any such similarity or be entitled to any compensation because of any such similarity.

Sponsor's decisions are final and binding in all matters relating to this Contest, including, but not limited to, interpretation and application of these Official Rules. By entering the Contest, entrants fully and unconditionally agree to be bound by these rules and the decisions of the judges, which will be final and binding in all matters relating to the Contest.

OnLine Voting Contest

As part of this contest there is an online voting contest which is optional to the submitter. If the submitter does not opt out of this part of the Contest, RHA has the right to make public the photo submitted, the photo's Title and the name of the submitter for the purpose of enabling public viewing and voting. Following the conclusion of the Contest Period the top vote earners will be assessed and announced. Prizes may or may not be awarded for this part of the contest.

Judging Panel and Criteria.

Following the conclusion of the Contest Period, the Sponsor will commence the Judging Period of the Contest. During the Judging Period, each entry will be reviewed by a judge or panel of judges appointed by the Sponsor. Each entry will be judged based on the clear relationship between the submission and the following criteria:

- Originality
- Compelling Composition
- Artistry
- Overall Impression

5. **Conditions.** BY PARTICIPATING, ENTRANTS AND WINNERS AGREE TO RELEASE AND HOLD HARMLESS SPONSOR, ITS AFFILIATES, PARTNERS, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS, AND DIRECTORS (COLLECTIVELY, "RELEASED ENTITIES"), FROM ANY AND ALL LIABILITY, FOR LOSS, HARM, DAMAGE, INJURY, COST, OR EXPENSE WHATSOEVER INCLUDING WITHOUT LIMITATION, PROPERTY DAMAGE, PERSONAL INJURY, AND/OR DEATH, WHICH MAY OCCUR IN CONNECTION WITH, PREPARATION FOR, TRAVEL TO, OR PARTICIPATION IN CONTEST, OR POSSESSION, ACCEPTANCE, AND/OR USE OR MISUSE OF PRIZE OR PARTICIPATION IN ANY CONTEST-RELATED ACTIVITY AND FOR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, INVASION OF PRIVACY, COPYRIGHT INFRINGEMENT, TRADEMARK INFRINGEMENT, OR ANY OTHER INTELLECTUAL PROPERTY-RELATED CAUSE OF ACTION. Any and all federal, state, and local taxes are the sole responsibility of the winners. Participation in Contest and acceptance of prize constitutes each winner's permission for Sponsor to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information, and/or any statements made by each winner regarding the Contest or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. Entrants who do not comply with these Official Rules or attempt to interfere with this Contest in any way shall be disqualified. Sponsor is not responsible if Contest cannot take place or if any prize cannot be awarded due to travel cancellations, delays, or interruptions due to acts of God, acts of war, natural disasters, weather, or acts of terrorism.
9. **Additional Terms.** Any attempted form of entry other than as set forth above is prohibited; no automatic, programmed, robotic, or similar means of entry are permitted. Sponsor, its affiliates, partners, and promotion and advertising agencies are not responsible for technical, hardware, software, telephone, or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, website, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause), or failed, incomplete, garbled, jumbled, or delayed computer transmissions that may limit one's ability to enter the Contest, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Contest or downloading any materials in this Contest. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend, or suspend this Contest should (in its sole discretion) virus, bugs, nonauthorized human intervention, fraud, or other causes beyond its control corrupt or affect the administration, security, fairness, or proper conduct of the Contest. In such case, Sponsor may select the winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Contest or website. Sponsor may prohibit an entrant from participating in the Contest or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten, or harass any other entrants or Sponsor representatives.

CAUTION: 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 AND SHOULD SUCH AN

ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to the identity of a winner based on an email address, the winning entry will be declared to be the authorized account holder of the email address in question submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

10. Limitation of Liability; Disclaimer of Warranties. IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF ANY WEBSITES ASSOCIATED WITH THIS CONTEST, OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE CONTEST. WITHOUT LIMITING THE FOREGOING, THIS CONTEST AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

11. Disputes; Governing Law. The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Contest. Any controversy or claim arising out of or relating to these Official Rules and/or the Contest shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of New

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters that are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration

award in connection with these Official Rules and/or the Contest, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in the State of New Jersey. The parties agree not to raise the defense of forum non conveniens.

12. **Use of Data.** The contest site, hosted by Judgify has a privacy policy which can be found here: <https://www.judgify.me/1/privacy-policy/>