

RTS Photo Contest Rules and Conditions

THE FINE PRINT

This contest is sponsored by the King County Department of Natural Resources and Parks, Parks and Recreation Division (“King County Parks”), located at 201 S Jackson Street, Ste. 700, Seattle, WA 98104 (www.kingcounty.gov/parks). By entering the contest, you agree to all Contest rules and eligibility requirements, and agree that decisions of King County Parks are final and binding. By entering the Contest you agree that King County Parks shall have the right to use your name and likeness, submitted photograph(s), caption(s), Prize information, statements, and story for King County Parks related purposes, including online announcements, promotional, advertising, and marketing purposes, all without compensation of any kind, except to the extent prohibited by law. If you are selected as a contest winner, however, this does not necessarily mean that your story, likeness, name, photograph, or other information will be used in connection with any promotion or advertisement as the use of any Contest related submission will be at the sole discretion of King County Parks.

TERM. The 2014 RTS Photo Contest begins March 1, 2014 at 12:00am US Pacific Time and ends September 28, 2014 at 11:59pm US Pacific Time (the “Contest”). Only photos successfully uploaded to the designated Contest Flickr album before the Contest deadline will be eligible.

WHO MAY ENTER. The Contest is open only to individuals who reside in and have reached the age of majority in the State of Washington (the “Participant” or “Participants”). Employees of King County Parks and their immediate family members are not eligible.

CONTEST PRIZES.

- **Judges’ Choice Grand Prize:** **One** (1) Participant will be selected as the grand prize winner. The grand prize winning Participant will receive a brand new REI XT 85 pack, and the Participant’s winning photograph will be featured on the cover of the next *Regional Trails in King County* trail map produced by King County Parks. The trail map will be made available to the public online and in print form.
- **Second Prize:** **One** (1) Participant will be selected as the runner-up prize winner. The runner-up winning Participant will receive two (2) tickets to a 2015 Marymoor Park Concert Series show.
- **Third Prize:** **One** (1) Participant will be selected for honorable mention status. Honorable mention prize winning Participant will receive a King County Parks swag bag containing a variety of fun items.

HOW TO ENTER. To enter the Contest, interested Participants must visit www.flickr.com/groups/rtsmapcovercontest, and submit:

- a digital photograph,
- an accurate caption describing and identifying the location (for example: name of trail and proximity to other landmarks, cross streets, or other trail markers), and
- Participant’s full name and email address.

Contest Participants can submit only one (1) entry per person. By entering the Contest, Participant represents, acknowledges, and warrants that the submitted photograph is an original work created solely by the Participant, 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 discretion of King County Parks, contain obscene, provocative, defamatory, sexually explicit, or otherwise objectionable or inappropriate content. If King County Parks does not receive your entry for any reason, without limitation, or if your entry is not entered correctly, the Participant’s entry will be invalid and ineligible for Contest prizes. Entries submitted via mail or emailed will not be accepted.

JUDGING. Winners will be selected from the Contest entries received and deemed eligible on or before October 17, 2014. Winners will be determined by a panel of judges, comprised of King County Parks staff. King County Parks reserves the right, its sole discretion, to Contest entries for failure to fully comply with Contest rules and requirements. King County Parks reserves the right to verify the eligibility of potential prize winners.

NOTIFICATION; WINNERS LIST. Potential Contest winners will be notified via the email provided at the time of Participant's entry on the Contest's Flickr page, with return receipt required within seven (7) calendar days of notice. In the event of non-compliance with any of the rules set forth herein, or any Prize notification returned as undeliverable, the Participant's Prize may be forfeited and awarded to an alternative winner. King County Parks is not responsible for, and shall not be liable for late, lost, misdirected, or unsuccessful efforts to notify the potential Contest winners. No transfer, assignment, or substitution of prizes is permitted by Contest winners. The **names of winning Participants** will be posted on King County Parks' blog on or near October 20, 2014 (kingcountyparks.wordpress.com). The identity of the winning Participants can also be obtained by contacting King County Parks at 201 S. Jackson Street, Ste. 700, Seattle, WA 98104.

LICENSE. By entering the Contest, Participants grant an irrevocable, perpetual, non-exclusive license to King County Parks, to reproduce, distribute, display and create derivative works of the entries in connection with any King County Parks related business or promotions, in any media now or hereafter known. Display or publication of any entry on King County Parks' website does not indicate the Participant will be selected as a Contest winner. Additionally, by entering, each Participant grants to King County Parks the unrestricted right to use all statements made in connection with the Contest, and pictures or likenesses of Contest Participants, or choose not to do so, at its sole discretion. King County Parks will not be required to pay any additional consideration or seek any additional approval in connection with such use.

CONTEST RELEASE. If any persons or private property appear in the photograph, the Participant 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 Contest 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 King County Parks' request, each Participant must be prepared to provide (within seven (7) calendar days of receipt of Sponsor's request) a signed release from all persons who appear or owners of private property included in the photograph submitted, authorizing King County Parks and its licensees 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.

LIMITATION OF LIABILITY. By entering the Contest, Participant agrees to release and hold harmless King County Parks and its affiliates, partners, officials, officers, and employees (collectively, the "Released Parties") from any liability whatsoever, and waive any and all causes of action, for any claims, costs, injuries, losses or damages of any kind arising out of or in connection with the Contest or acceptance, possession, or use or misuse of any prize (including, without limitation, claims, costs, injuries, losses or damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.

King County Parks is not responsible for and shall not be liable for: (1) late, lost, stolen, delayed, damaged, misdirected, inaccurate, incorrect, incomplete, or unintelligible entries or entry information, whether due to human error or technical malfunctions; (2) electronic, hardware or software program, network, Internet, or

computer malfunctions, failures, or difficulties of any kind, including without limitation the inability to access the Contest or King County Parks related websites; (3) failed, incomplete, interrupted, garbled, or delayed transmissions; (4) any condition caused by events beyond the control of King County Parks that may cause the Contest to be disrupted or corrupted; (5) any injuries, losses, or damages of any kind arising in connection with or as a result of the Prize, or acceptance, possession, or use of the Prize, or from participation in the Contest, or (6) any printing or typographical errors in any materials associated with the Contest.

RIGHT TO CANCEL OR SUSPEND CONTEST. King County Parks reserves the right, in its sole discretion, to adjust the dates and/or cancel, terminate, modify, or suspend this Contest for any reason including, but not limited to, technical failure, unauthorized intervention, fraud, or any other causes beyond the control of King County Parks that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest. King County Parks reserves the right, at its sole discretion, to disqualify any individual(s) who tamper with the entry process. If King County Parks elects to cancel or terminate the Contest, King County Parks will not retain any rights in the submitted photographs.

Questions regarding this contest may be sent to King County Parks at parksadmin@kingcounty.gov.