

# 2022 NEW YORK STATE-OWNED PARKLANDS PHOTO CONTEST

## OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT AFFECT YOUR CHANCES OF WINNING. THIS CONTEST IS OPEN ONLY TO NATURAL PERSONS WHO ARE LEGAL RESIDENTS OF THE 50 UNITED STATES OR WASHINGTON, D.C. AND WHO ARE AT LEAST EIGHTEEN (18) YEARS OF AGE AT THE TIME OF ENTRY. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE OFFICIAL RULES. VOID WHERE PROHIBITED BY LAW.

1. ELIGIBILITY: This 2022 New York State-Owned Parklands Photo Contest ("Contest") is only open to individuals who:

- (a) are legal residents of one of the 50 United States or Washington, D.C., and
- (b) are at least 18 years old and of the age of majority or older in the state of their residence at the time of entry,

except for employees, officers, directors, agents and representatives of RA Outdoors, LLC d/b/a Aspira, ("Aspira") (the "Administrator" and "Sponsor"), New York State Parks, Recreation and Historic Preservation and New York State Department of Environmental Conservation (the "Sponsor"), and their affiliates (including without limitation its parent, sister and subsidiary companies, partnerships and other commercial entities), their advertising and promotion agencies and any other person directly connected with the production and distribution of or the supply of goods or services in connection with this Contest (collectively, with the Sponsor, hereinafter referred to as the "Released Parties") and their respective immediate families (mother, father, sister, brother, child, husband or wife, and their respective spouses, regardless of where they reside), and those living in the same household of any such individuals, whether or not legally related. This Contest may only be entered from and in eligible jurisdictions. Void where prohibited by law.

2. PROMOTION PERIOD: This Contest runs between June 15, 2022 at 12:00 a.m. ET and ends on October 15, 2022 at 11:59 p.m. ET ("Promotion Period"). The Promotion Period consists of two (2) phases, the Submission and Judging phases (each, a "Phase", collectively, the "Phases") as set forth in the chart below:

Phase	Starts at 12:00 a.m. ET	Ends at 11:59 p.m. ET
Submission Phase	June 15, 2022	October 15, 2022
Judging Phase	October 16, 2022	December 31, 2022

The Sponsor's computer system is the official time-keeping device for this Contest.

3. TO ENTER: During the Submission Phase, eligible individuals may enter this Contest without having to purchase anything by visiting [nyphotochallenge.com](http://nyphotochallenge.com) during the Promotion Period and completing the free online entry form in accordance with the instructions provided and submitting photographs during the Submission Phase as further set forth herein. Photograph(s) submitted online must be submitted in .jpg format. No alteration or manipulation of photographs is permitted except for cropping, red eye removal, and/or adjustment of contrast and brightness. However, photographic techniques such as HDR, light-painting and long exposures are allowed. Photographs with any watermarks, writing or symbols of any kind will be rejected. Photograph(s) depicting anything that does not adhere to the rules of New York State-Owned Parkland agencies, contain unsafe acts, present resource or public use management concerns or photographs that are inappropriate, indecent or obscene, as determined by Sponsors in their sole discretion, shall be disqualified. All Sponsor rules must be followed when taking photographs. All required fields on the online entry form must be completed. Incomplete entries will not be accepted and will be automatically rejected. Entrants must be the registered subscriber of the email account from which the entry is made. By submitting your entry, you agree that the photograph(s) conforms to the guidelines and content restrictions set forth above and that the Sponsor and/or Administrator, in its sole discretion, may remove the photograph(s) and disqualify you from this Contest if it believes, in its sole discretion, that the photograph(s) fails to conform to such guidelines and restrictions.

By entering, entrants represent and warrant that photograph(s) that they submit:

- Are their own original creations;
- Do not infringe any other person's or entity's rights; and
- Have not been submitted previously in a contest or promotion of any kind.

Entries must be submitted by the original creator. Photographs(s) created by someone other than you but submitted by you will be disqualified. You must be the sole owner of the copyright of any photographs(s) submitted. Your submission of each photograph is your guarantee that you are the author and copyright holder of such photographs(s).

All photographs must be taken on lands managed by New York State-Owned Parklands between a two-year period from June 15, 2020, and October 15, 2022. Photographs taken in other locations not managed by the Sponsor do not qualify. Please be sure to accurately label your entries per the following examples:

Title: Alger Island Getaway  
Description: Camping fun with family

Title: Coles Creek State Park  
Description: Exploring the scenic surroundings

By entering, entrants grant a non-exclusive, worldwide, royalty-free, perpetual license to the Sponsor and/or Administrator to edit, adapt, make derivative works from, broadcast, publish and otherwise use any or all of the descriptions and/or photograph(s) submitted, and may use them for advertising, promotional and/or any other purpose in any and all media now or hereafter devised worldwide in perpetuity without additional compensation, notification or permission, unless prohibited by law. By entering this Contest, entrants agree to have their submitted photograph(s) used and displayed, either singularly or in combination with others and in any size, on the Sponsor's and/or Administrator's website and on the websites, social media, and print materials of the Sponsor without any fee or other form of compensation due at any time for so long as desired by the Sponsor. Credits, descriptions or titles, if any, used with the photograph(s) are in the Sponsor's sole discretion. In the event that ownership of any photograph(s) submitted is challenged in any manner by any person, Sponsor may disqualify that photograph(s) and will discontinue use of the photograph(s).

Online access and an email account are required in order to participate in this Contest. Many public libraries, retail businesses and others offer free access to computers and a number of Internet service providers and other companies offer free email accounts.

There is a limit of ten (10) entries per individual during the Submission Phase regardless as to the method of entry (i.e., Entrant may submit up to ten (10) photographs, in total, during the Submission Phase). Additional entries received from any individual beyond the first ten (10) photographs received from that individual will be void. Entries generated by script, macro or other automated means and entries by any means which, in the opinion of the Sponsor and/or Administrator, are intended to subvert the entry process will be void. All entries, including photograph(s) submitted, become the property of the Sponsor, and none will be acknowledged or returned.

No third-party entry or entry through Contest service permitted. Any individual who attempts or otherwise encourages, directly or indirectly, the entry of multiple or false contact information under multiple identities, multiple email accounts, or uses any device or artifice to enter or encourage, directly or indirectly, multiple, or false entries, as determined by the Sponsor and/or Administrator, will be disqualified. If, in the Administrator and/or Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of this Contest, or if a computer virus, bug, unauthorized intervention, fraud, technical difficulties, or failures compromise or corrupt or affect the administration, integrity, security, fairness, or proper conduct of this Contest, and/or this Contest is not capable of being conducted as described in these Official Rules, the Sponsor and/or Administrator shall have the right, at its sole discretion, to disqualify any individual who tampers with the entry process and to void any entries submitted fraudulently, and/or to cancel, terminate, modify or suspend this Contest, and to select the prize winner from all non-suspect entries received prior to action taken, or as otherwise deemed fair and appropriate by the Sponsor. If this Contest is cancelled, modified, suspended, or terminated, notice will be posted on nyphotochallenge.com. The Sponsor reserves the right to prosecute any fraudulent entries to the fullest extent of the law. At the Sponsor's sole discretion, Contest winner may be disqualified at any time.

#### 4. PRIZES:

One (1) grand prize consisting of \$1,000 REI gift card, one (1) 4-person tent, one (1) 2023 Empire Pass, and one (1) \$250 NY camping gift card. The approximate aggregate value of the grand prize is one thousand eight hundred and thirty dollars. (\$1,830).

Six (6) individual category winner prize packages (one winner selected from each category below) consisting of one (1) \$250 REI gift card, one (1) 2023 Empire Pass, and one (1) \$100 NY camping gift card. The approximate aggregate value of the category prize is four hundred and thirty dollars. (\$430).

Six (6) categories include Camping Life, Seasonal Spectacular, Action & Adventure, Hiking, Views & Vistas, and Making Memories.

The approximate aggregate retail value of all prizes is four thousand four hundred and ten dollars (\$4,410).

There will be only one prize per winner. Lost or stolen prize will not be replaced. No assignment, transfer, conversion to cash or cash redemption or substitution of the prize is permitted, except the Sponsor and/or Administrator reserves the right to substitute the prize with a prize of comparable or greater value should the prize become unavailable. All prize details are at the sole discretion of the Sponsor. The winner agrees to accept the prize "as is", and entrants hereby acknowledge that Sponsor, and Administrator, has neither made nor is in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the prize, including express warranties (if any) provided exclusively by a prize supplier that are sent along with the prize. The approximate retail value of all prizes is \$4,410. Any valuation of the prize(s) stated above is based on available information provided to the Sponsor and the value of any prize awarded to a winner may be reported for tax purposes as required by law. The winner(s) will be solely responsible for all applicable state, federal, and local taxes associated with the acceptance and use of any awarded prize.

5. ENTRANTS' AGREEMENT: The submission or attempted submission of an entry for this Contest constitutes the entrant's full and unconditional agreement to these Official Rules and to any decisions made by the Sponsor, all decisions of which pertaining to this Contest shall be final and binding without any right of appeal. Winning a prize is contingent upon entrant fulfilling all the requirements of and all terms and conditions provided in these Official Rules. Failure to comply with these Official Rules may result in disqualification from this Contest.

All entries, including photograph(s) submitted, and any Request for Information and Waiver document provided to the Sponsor become the property of the Sponsor and will not be returned.

6. WINNER DETERMINATION AND ODDS: Winners will be determined via the process set forth below.

Odds of winning will depend on the total number of valid entries received during the Submission Phase.

The Judging phase will take place between October 16, 2022, 8 a.m. ET and December 31, 2022, 5 p.m. ET.

**Annual Promotion Judging Phase:** During the Judging Phase, a judging panel will review submissions based on the following criteria: (i) originality, (ii) artistic composition, (iii) technical quality, and (iv) whether the photograph showcases the best of the New York State-Owned Parklands camping and outdoor activities. Each of the criteria will be given equal consideration. In the event of a tie for the final spot, the entry judged to most effectively showcase New York State-owned Parkland outdoors activities will be the finalist.

**Annual Promotion Winner Selection:** By December 31, 2022, the judging panel will choose the seven (7) winners, comprising of one (1) grand prize winner and six (6) individual category prize winners. These seven (7) winners will be notified on or around December 31, 2022. In the event of a tie for any prize, the entry judged to be the most creative will win the prize. Winner agrees to conduct any and all media interviews related to the promotion if requested and not to criticize or disparage any of the Released Parties during interviews.

All judging decisions are final.

6. NOTIFICATION: The potential winner will be notified, at the Sponsor's sole option, by means of email or telephone.

## 7. VERIFICATION OF THE POTENTIAL WINNER:

An entrant who is selected pursuant to the process set forth above is not considered a winner of any prize unless and until the entrant's eligibility has been verified by the Sponsor and/or Administrator and the entrant has been notified that verification has been completed. In connection with such verification, the potential winner may be required to execute and return a Request for Information and Waiver form, within seven (7) days of the date that such form is sent by the Sponsor and/or Administrator to the potential winner. Non-compliance with the foregoing or with any of these Official Rules, the return to the Sponsor and/or Administrator of the prize notification or the Request for Information and Waiver form as non-deliverable or the Sponsor's or Administrator's inability to contact the potential winner within one (1) week of its first attempt to notify will, at the Sponsor's sole option, result in disqualification of the potential winner and, at the Sponsor's sole option, an alternate winner being selected by the judges from the remaining eligible entries.

In the event of a dispute over the identity of a potential winner, the entry will be declared made by the authorized account holder of the email address submitted at the time of entry, and the potential winner may be required to provide identification sufficient to show that he/she is the authorized account holder of such email address. "Authorized account holder" is defined as the person assigned to 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 email address in question. Proof of sending or submission will not be deemed to be proof of receipt by the Sponsor.

## 8. LIMITATIONS OF LIABILITY AND RELEASE: The Released Parties are not responsible or liable for:

- (a) any incorrect or inaccurate information, whether caused by entrants, non-authorized human intervention, printing errors or by any of the equipment or programming associated with or utilized in this Contest;
- (b) technical failures of any kind including, but not limited to, malfunctions, interruptions, or disconnections in phone lines, network hardware or software, cable, satellite, cellular tower, or Internet service provider;
- (c) bugs, viruses, worms, unauthorized human intervention in any part of the entry process or this Contest or any other causes which impair the fairness, integrity or administration of this Contest (in such event, the Sponsor reserves the right, at its sole option, to modify, terminate or suspend this Contest);
- (d) typographical, printing, network, mechanical, electronic, technical, human or other errors or malfunctions of any kind relating to or in connection with this Contest including, without limitation, errors or problems which may occur in the administration of this Contest, the processing of entries, the announcement of the prizes or other errors in these Official Rules or in any other Contest-related materials;
- (e) any liability, loss, injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in this Contest or receipt, use or misuse of any prize; or
- (f) lost, incomplete, late, misdirected, garbled, undelivered, incomplete, stolen, or mutilated transactions, subscriptions, or entries; or garbled, lost, misrouted or scrambled transmissions. (If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in this Contest.)

THE PARTIES AGREE, ACKNOWLEDGE AND UNDERSTAND THAT NEITHER THE SPONSOR NOR THE ADMINISTRATOR SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR LOST PROFIT DAMAGES. THE PARTIES AGREE, ACKNOWLEDGE AND UNDERSTAND THAT THE SPONSOR'S, AS WELL AS THE ADMINISTRATOR'S TOTAL AGGREGATE LIABILITY FOR ANY MATTER ARISING FROM OR RELATED TO THIS CONTEST, WHETHER IN CONTRACT, TORT, OR UNDER ANY THEORY OF LIABILITY, SHALL NOT EXCEED THE AMOUNT OF THE ACTUAL OUT-OF-POCKET COSTS INCURRED BY ENTRANT ASSOCIATED WITH ENTERING THIS CONTEST.

By entering into this Contest, each entrant agrees to release, discharge, and forever hold harmless the Released Parties and their shareholders from any and all claims, actions, damages, demands, manner of actions, causes of action, suits, debts, duties, accounts, bonds, covenants, warranties, indemnities, claims over, contracts and liabilities of whatever nature or kind arising out of, or in connection with, the entrant's participation or attempted participation in this Contest, compliance or non-compliance with these Official Rules and the delivery, non-delivery, acceptance, use, misuse or non-use of the prize and, if selected as a potential winner, to sign and deliver the Request for Information and Waiver form before receiving his/her prize.

Each entrant acknowledges that the Sponsor shall not be required under any circumstances to award more prizes than the number of available prizes as set out in these Official Rules.

9. CAUTION: Any attempt by any person(s) to damage any website or undermine the legitimate operation of this Contest is a violation of criminal and civil laws and, should such an attempt be made, the Sponsor reserves the right to seek damages and/or other remedies (including attorneys' fees) from any such person(s) responsible for the attempt to the fullest extent permitted by law.

10. DISPUTES: Except where prohibited by law, entrants agree that:

(a) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the state or federal courts located in Dallas County, Texas, United States of America;

(b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, and in no event shall any entrant be entitled to obtain attorneys' fees or other legal costs;

(c) under no circumstances will entrants be permitted to obtain awards for, and entrants hereby waive, to the extent permitted by applicable law, all rights to claim indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased; and

(d) all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrants and the Released Parties in connection with this Contest, shall be governed by, and construed in accordance with the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules (whether of the State of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Texas.

11. TRADEMARKS: Unless noted otherwise, all trademarks used herein are the property of the Sponsor. The names of individuals, groups, companies, products and services mentioned herein, and any corresponding likenesses, logos and images thereof reproduced herein, have been used for identification purposes only and may be the copyrighted properties and trademarks of their respective owners. The mention of any individual, group or the Released Parties, or the inclusion of a product or service as a prize, does not imply any association with or endorsement by such individual, group or the Sponsor or the manufacturer or distributor of such product or service and, except as otherwise indicated no association or endorsement is intended or should be inferred.

12. WINNERS' LIST: For a complete list of the names of the winners (available after December 31, 2022) send a self-addressed, postage pre-paid envelope to: RA Outdoors, LLC., 717 N. Harwood St., Suite 2400, Dallas, TX 75201. All winners' list requests must be received prior to January 31, 2023. Unless otherwise expressly provided in these Official Rules, no communications or correspondence in relation to this Contest will be exchanged with entrants except for an entrant whose name has been selected in the drawing.

13. PUBLICITY; GENERAL: Each entrant grants the Sponsor and its designees a perpetual, worldwide, royalty-free license to use, broadcast, publish and otherwise use the entrant's name, company name, address of residence, address of company, statements regarding this Contest, image, photograph, video, voice and/or likeness for advertising, promotional and/or any other purpose in any and all media now or hereafter devised worldwide in perpetuity without additional compensation, notification or permission, unless prohibited by law. This Contest and all entries are subject to all applicable federal, state and local laws and regulations. Void where prohibited by law.

14. PERSONAL INFORMATION: Unless the entrant has otherwise authorized the Sponsor or another entity related to the Sponsor to contact him or her, the personal information gathered about entrants in connection with this Contest will be used solely for the administration of this Contest and is subject to the Administrator's privacy policy (available at nyphotochallenge.com), and no communication unrelated to this Contest, commercial or otherwise, will be sent to the entrant by the Sponsor unless the entrant expressly request such communication.

Administrator: RA Outdoors, LLC., 717 N. Harwood St., Suite 2400, Dallas, TX 75201