



In Action Photo Contest Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

1. Eligibility

Rotary District 5495 In Action Photo Contest (the "Contest") is open to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry or an official member of a Rotaract or Interact Club. The Contest is subject to federal, state, and local laws and regulations.

2. Sponsor

The Contest is sponsored by Rotary District 5495, located at P.O. Box 12622, Prescott, Arizona 86304.

3. Agreement to Official Rules

Participation in the Contest constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

4. Contest Period

The Contest begins on March 6, 2022, at 08:00 am Arizona and ends on May 06, 2022 at 5:00 pm Arizona (the "Contest Period"). Entries that are submitted before or after the Contest Period will be disqualified. Submissions will be accepted for the duration of the Contest using any of the following online methods.

5. How to Enter

Online: Participants will upload a high resolution "In Action Photo" and email to editor@rotary5495.org. Included with entry on the email must be the participants name, address, and phone number, if applicable, the club the participant is a part of and a signed copy by the participant of this document. Photos with minors must include written permission for the use of the photo from the minor's parent or legal guardian. Failure to present written permissions will void entry into the contest.

Limit one (1) entry per person, per email address, and per household for the duration of the Contest Period. Entries received from any person, e-mail address, or household in excess of the stated limitation will be void. All entries become the property of Sponsor and will not be acknowledged or returned.

6. Prize Drawing

On or about May 8, 2022, the Sponsor's selection committee will select 13 finalist from among all eligible entries received. The finalist will be showcased at the Rotary District 5495 District Conference. The finalists will be entered into a final opportunity to win by a vote of the attending participants of the Rotary District 5495 District Conference. The winner will be the participant with the most votes by May 14, 2022 at 3:00 pm. The Sponsor will present the winner during the Rotary District 5495 District Conference Saturday dinner or attempt to notify the potential winner via telephone or email on or about May 16, 2022. If the potential winner cannot be contacted within five (5) days after the date of the first attempt to contact him/her, the Sponsor may select the voted upon runner up in his/her place.

7. Winner Notification

The 13 finalists will be notified by email or phone. The Grand Prize winner (parent/legal guardian if a minor in his/her state of residence) will be required to complete, electronically sign, and submit a Declaration of Compliance within five (5) days of the date notice or attempted notice is sent, in order to claim his/her prize. If the potential winner cannot be contacted or fails to submit the Declaration of Compliance within the required time period (if applicable), or prize is returned as undeliverable, potential winner forfeits prize. If the potential winner is at least 18 but still considered a minor in his/her jurisdiction of residence, Sponsor reserves the right to award the prize in the name of his/her parent or legal guardian, who will be required to sign the Declaration of Compliance on the potential winner's behalf and fulfill any other requirements imposed on winner set forth herein. Potential winners must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. In the event that the potential winner is disqualified for any reason, Sponsor will select an alternate based on ballots. Prize must be fulfilled during the Rotary year 2022-23, after the conclusion of the Contest.

8. Prizes

The 13 finalists will be showcased in the Rotary District 5495 Calendar for year 2023-24. The winner of the votes on May 14, 2022 will receive the Rotary District 5495 Passport of Events ticket for Rotary year 2022-23 for themselves and a guest.

9. General Conditions

In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Contest is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Contest and, in the event of termination, award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt



be made, the Sponsor reserves the right to seek damages (including attorney's fees) and any other remedies 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.

10. Release and Limitations of Liability

By participating in the Contest, entrants agree to release and hold harmless the Sponsor, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Contest, and each of their respective officers, directors, employees, shareholders, representatives, 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 the prize (including any travel or activity related thereto), including, but not limited to: (a) any technical errors associated with the Contest, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Contest; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) application downloads, (e) any other errors or problems in connection with the Contest, including, without limitation, errors that may occur in the administration of the Contest, the announcement of the winner, the cancellation or postponement of the event and/or the flyover, if applicable, the incorrect downloading of the application, the processing of entries application downloads or in any Contest-related materials; or (f) injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from entrants participation in the Contest or acceptance, receipt or misuse of the prize (including any travel or activity related thereto). Entrant further agrees that in any cause of action, the Released Parties liability will be limited to the cost of entering and participating in the Contest, and in no event shall the entrant be entitled to receive attorney's fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

11. Disputes

Except where prohibited, each entrant agrees 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 Arizona. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of Arizona, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than Arizona.

12. Privacy

Information collected from entrants is subject to Sponsor's privacy policy.

13. Acknowledgement and Acceptance of Contest Rules

Name

Date

Signature

Club Name (if applicable)