

2021 VIRGINIA AGRICULTURE WEEK PHOTO CONTEST RULES

1. Eligibility: This photo contest (Campaign) is open to the residents of the Commonwealth of Virginia who are at least 18 years or older at the time entry submission date.

Only amateur photographers are eligible. Professional photographers (i.e., anyone who earns more than 50 percent of his or her annual income from photography, determined at Sponsor's sole discretion) are not eligible.

Employees of the Virginia Department of Agriculture and Consumer Services (VDACS), its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the "Employees"), and immediate family members and/or those living in the same household of Employees are also eligible to participate in the Campaign. The Campaign is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

2. Agreement to Rules: By participating, the Contestant ("You") agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of VDACS as final and binding as it relates to the content of this Campaign.

3. Campaign Period: All entries must be submitted via email to webmaster.vdacs@vdacs.virginia.gov, beginning at 12:01 a.m. EST on May 1, 2021 and ending at 11:59 p.m. EST on May 31, 2021. All entries must be received by 11:59 p.m. EST on May 31, 2021. .

4. How to Enter: The Campaign can only be entered by submitting original photography to webmaster.vdacs@vdacs.virginia.gov. You may only submit an image that you have taken yourself, and you must have all necessary rights to the photo submitted.

Include caption information and the date the photo was taken, plus your name, email address and phone number. Please do not submit images that have been significantly altered. Cropping an image and performing color adjustment is acceptable, however VDACS has the right to reject any image it deems as overly altered.

The entry must fulfill all Campaign requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of VDACS. If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of VDACS.

5. Prizes: The Winner(s) of the Campaign (the "Winner") will have their winning photo included in the 2022 Virginia Agriculture magazine that is produced by VDACS and the Winner will receive a Virginia's Finest gift basket valued up to \$200.00. No cash or other prize substitution shall be permitted. The prize is nontransferable. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by

Winner is permitted. Acceptance of prize constitutes permission for VDACS to use Winner's name, likeness, and Campaign entry for purposes of promoting agriculture and trade in Virginia without further compensation, unless prohibited by law.

6. Odds: The odds of winning depend on the number of eligible entries received.

7. Winner Selection and Notification: All entries that are submitted within the defined Campaign period will be judged on the basis of best describing/depicting agriculture in Virginia. Winner will be determined by a panel of judges. This panel of judges will be selected at the sole discretion of VDACS. Winner will be notified by e-mail within five (5) days following selection. VDACS shall have no liability for Winner's failure to receive notices due to spam, junk e-mail or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected. Receipt by Winner of the prize offered in this Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations. **ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT VDACS' SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.**

8. Rights Granted by You: By entering this photo Campaign, You understand and agree that VDACS, anyone acting on behalf of VDACS, and VDACS' licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes, without any further compensation, notice, review, or consent.

By entering, you grant VDACS permission to use your photo in perpetuity in any medium, including to edit, publish, distribute and republish it in any form. Photographers retain the copyright to their images.

9. If the photograph contains any material or elements that are not owned by You and/or which are subject to the rights of third parties, and/or if any persons appear in the photograph, You are 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 18, then the signature of a parent or legal guardian is required on each release. Upon VDACS' request, each entrant must be prepared to provide (within seven (7) business days of receipt of VDACS' request) a signed release from all persons who appear in the photograph submitted, and/or from the owner of any private property that appears in the photograph entry, authorizing VDACS 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.

10. By entering this Campaign, You present and warrant your entry as an original work of authorship that was taken by You, and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, You will be disqualified at the sole discretion of VDACS. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless VDACS from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which VDACS may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

11. Terms & Conditions: VDACS reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond VDACS' control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, VDACS may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by VDACS. VDACS reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such attempt be made, VDACS reserves the right to seek damages to the fullest extent permitted by law.

12. Limitation of Liability: By entering, You agree to release and hold harmless VDACS and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Campaign and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

13. Disputes: THIS Campaign IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE COMMONWEALTH OF VIRGINIA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Campaign, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Virginia having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to,

punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Campaign). Participant further waives all rights to have damages multiplied or increased.

14. **Winners List:** To obtain a copy of the Winner's name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: Virginia Department of Agriculture and Consumer Services, 102 Governor Street, Room 201, Richmond VA 23219. Requests must be received no later than midnight of July 1, 2019.

15. **Sponsor:** The Sponsor of the Campaign is the Virginia Department of Agriculture and Consumer Services, Communications Office, 102 Governor Street, Room 211, Richmond VA 23219.

16. The Campaign hosted by VDACS and is in no way sponsored, endorsed, administered by, or associated with Facebook, Twitter or Instagram.