

# Journal of Wildlife Photography Sweepstakes

## OFFICIAL RULES

### NO ADDITIONAL PURCHASE NECESSARY TO ENTER OR WIN.

A purchase will not increase your chances of winning.  
Void where prohibited. U.S. Law Governs.

**OPEN ONLY to active Journal of Wildlife Photography subscribers (self-paid or alternative method of entry) continuously by October 1, 2020 while meeting other geographical Conditions of Entry (see Official Rules), who are at least 21 years of age at time of Entry.**

**1. HOW TO ENTER.** To enter, go to [www.JournalofWildlifePhotography.com](http://www.JournalofWildlifePhotography.com), and subscribe to any membership 10:00 AM Eastern Time ("ET") by September 31, 2020 (the "**Entry Period**"). You can only enter this sweepstakes by online entry. A winner will be chosen in October 1, 2020. Proof of submission will not be deemed to be proof of receipt. All entries and requests become the property of Sponsor and will not be acknowledged or returned. **LIMIT ONE ENTRY PER PERSON AND ONE PER HOUSEHOLD:** Multiple entries submitted by a single person during the Entry Period, whether from one e-mail address or multiple e-mail addresses shall render all of such person's entries void and ineligible. In the event of a dispute over the identity of an online entrant, entry will be deemed submitted by the authorized account holder of the e-mail account of the e-mail address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

(a) Enter by paid subscription. If you are a serious wildlife photographer and want to invest in yourself and hone your skills, then this is the subscription for you. To subscribe, visit [JournalofWildlifePhotography.com](http://JournalofWildlifePhotography.com) and select the subscribe button. Choose your subscription. Follow the instructions to enter your name, contact and payment information, and complete your order. Once your payment is complete, you will be automatically entered to win.

(b) Enter for Free. If you aren't as serious about investing in yourself and honing your skills and just looking for a free way to win a cool prize, then this is for you. Click [here](#) to complete the alternative method of entry form. Your entry will expire after the drawing. You must re-subscribe for the next sweepstakes. You must be an active subscriber to be considered in the drawing. As a free entry, you agree to receive marketing emails and/or other marketing material. If you choose to unsubscribe, your entry will be withdrawn.

**2. CONDITIONS OF ENTRY / ELIGIBILITY TO WIN.** Entrants agree to abide by the terms of these Official Rules and by the decisions of Sponsor which are final. This promotion is open only to individuals who meet **ALL** of the following qualifications: (i) a legal resident of the 48 contiguous i; or if a legal resident of Alaska or Hawaii, has a standalone Journal of Wildlife Photography Internet subscription; or if a legal resident of Puerto Rico, has a Journal of Wildlife Photography subscription; (ii) Canada (iii) has been an ACTIVE

Journal of Wildlife Photography SUBSCRIBER, WITH EITHER A SELF-PAID OR AN INTRODUCTORY TRIAL SUBSCRIPTION IN SPONSOR'S DATABASE CONTINUOUSLY SINCE AT LEAST June 30, 2020; and (iii) is at least 21 years of age at time of entry and are otherwise physically able to participate in the event with no special accommodation; except wherever prohibited or restricted by law. Do not enter this promotion if you do not meet all of the above qualifications.

By participating in the promotion you agree: (i) to be bound by these Official Rules, including all eligibility requirements, (ii) to be bound by the decisions of Sponsor, which are final and binding in all matters, and (iii) that if determined the GRAND PRIZE WINNER (A) and if you have won any prize valued at over \$600 from Sponsor within the last six (6) months from the start of the Entry Period, you will agree to forfeit winner status to the next eligible entrant in the drawing; (B) that no element of the prize, including tickets may be transferred, sold, or used other than personally by at least you; and (C) if for some reason, Sponsor learns that an element of the Grand Prize will not be, or was not, used personally by at least you, or is unused, any and all vouchers and tickets must be returned to Sponsor.

Failure to comply with these Official Rules, as determined in the sole discretion of the Sponsor, may result in disqualification from the sweepstakes. This Sweepstakes is subject to all applicable federal, state and local laws and regulations. Void where prohibited by law.

**3. SPECIAL PUBLICITY NOTICE.** By entering this sweepstakes you grant to Sponsor, including Jared Lloyd Photo, and its promotional agents your express permission (except where prohibited by law) to use your original submission on the internet for entertainment purposes (without identifying you by full name), without further compensation. Also, by entering this sweepstakes, if you are selected as a finalist or a winner, you grant to Sponsor and its promotional agents your express permission (except where prohibited by law) to use your name, identity, description of prize won, hometown and likeness, if applicable, for promotional purposes, in any media now known or hereafter developed, including on the radio, and including for "live notification" of potential winner status purposes, without further compensation. Even though you consent to all of the above, Sponsor has no obligation to do any of it. See more details at "WINNER / SELECTION / AGREEMENTS" below.

**4. PRIZE.** One 1 ( ) GRAND PRIZE consisting of: (a)workshop to Yellowstone National Park (Approximate Retail Value ("ARV"): \$6,500.) (Total ARV of all prizes to be awarded:\$6,500.)

One (1) GRAND PRIZE consisting of: (a) Yellowstone workshop (2) worth up to \$6,500 (Approximate Retail Value ("ARV"): \$6,500.) (Total ARV of all prizes to be awarded: \$6,500.)

**5. PRIZE IS NON-TRANSFERABLE AND PRIZE TICKETS MAY NOT BE SOLD OR TRANSFERRED.** In no event shall more than the number of stated prizes be awarded. ALL PRIZES WILL BE AWARDED AS LONG AS THERE ARE A SUFFICIENT NUMBER OF ELIGIBLE ENTRIES.

**6. ODDS.** Odds of winning depend upon the number of eligible entries received during the Entry Period. This sweepstakes is intended to be advertised as follows: (1) on the Internet on various music, talk, entertainment and sports websites and Journal of Wildlife Photography channel pages at [www.JournalofWildlifePhotography.com](http://www.JournalofWildlifePhotography.com), (3) on Facebook, Twitter and other social media sites, (4) by unsponsored and sponsored members of the public in social media and online communities, and possibly (5) via selected versions of the Journal of Wildlife Photography weekly e-newsletter "Behind the Lens" which versions contain banner advertisements for our sweepstakes that are delivered to a minimum of approximately 5,000 email addresses.

**7. WINNER / SELECTION / AGREEMENTS.** The winner will be determined in a random drawing to be held on or about October 1, 2020, following the close of the Entry Period from among all eligible entries received under the supervision of an independent panel of judges from Sponsor whose decisions are final and binding. Selected winner will be notified by telephone and **must respond within one (1) business day** to give a valid email address where notification of potential winner status and required documents can be sent. Except where prohibited, acceptance of prize constitutes winner's consent, and winner and its guest will be required to sign a release, to allow Sponsor and its promotional agents to use winner's and winner's guest's name, likeness, photo, video footage, and/or biographical data for advertising and promotional purposes, without additional compensation, in perpetuity, in all media, now known or hereafter developed, in connection with Sponsor, this sweepstakes, the Sponsor's web sites, and the Events. Winner and winner's guest(s) will be required to sign and return to Sponsor an Affidavit of Eligibility, Publicity & Liability Release ("**Affidavit**") (where permitted by law) and IRS Forms (if required by IRS regulations), prior to and as a condition of acceptance of prize, **WITHIN ONE (1) BUSINESS DAY OF THE DATE OF THE NOTIFICATION** or prize will be forfeited and an alternate winner selected. Trip winner's guest must also sign and return a liability and publicity release (where permitted by law) prior to travel. Prize will be awarded within 45 days after receipt and verification of completed prize notification. If prize notification is undeliverable, or if a potential winner does not respond to the prize notification telephone call within the time specified or if the potential winner cannot be contacted for any reason, including an invalid telephone number, if the Affidavit is not complete and received by Sponsor within the time required, or in the event of non-compliance with these Official Rules, the prize will be forfeited, and an alternate winner will be selected at random from the remaining eligible entries. All guests must be at least 21 years old at time of travel except as follows.

**8. DAY OF EVENT: WINNER AND GUEST AGREE TO ABIDE BY ALL VENUE POLICIES.** SPONSOR AND VSIN, AND THEIR RESPECTIVE AGENTS, EACH RESERVE THE RIGHT, IN THEIR SOLE DISCRETION, TO REMOVE OR TO DENY ENTRY, OR REVOKE FULL OR PARTIAL PRIZE, TO WINNER AND/OR GUEST WHO IS INTOXICATED, IS A SAFETY RISK, WHO HAS VIOLATED ANY VENUE POLICY OR LAW, ENGAGES IN A DISRUPTIVE MANNER, OR WITH INTENT TO ANNOY, ABUSE, THREATEN OR HARASS ANY OTHER PERSON AT THE EVENT, INCLUDING EMPLOYEES AND OTHER REPRESENTATIVES OF SPONSOR, ITS AGENTS, VSIN, OR THE VENUES.

**9. PRIVACY NOTICE / MARKETING.** By entering this sweepstakes, any personal information entrants submit will be disclosed to the Sponsor and will be used only by us consistent with our privacy policy. Sponsor may use entrants' personal information, including postal and e-mail addresses, to contact entrants regarding Journal of Wildlife Photography goods and services and any other offers and/or promotions that we believe might be of interest to entrants. (If you have previously asked us not to send you promotional emails, your entry into this promotion will cause you to receive emails related only to this promotion.) Special Note: We will make no use of your telephone number or date of birth as a result of your Entry except to contact potential winners and to verify your eligibility to enter. This promotion may be advertised on Facebook but entrants will be providing information to Journal of Wildlife Photography and not to Facebook.

**10. GENERAL CAUTION / RELEASE.** Sponsor reserves the right to permanently disqualify any person it believes has intentionally violated these Official Rules. If, in Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of this sweepstakes, or if technical difficulties or technical corruption (including a computer virus or system malfunction) compromise the integrity of the sweepstakes, Sponsor reserves the right to terminate the sweepstakes or select winners from among all eligible entries received prior to termination. Should the sweepstakes be terminated prior to the stated expiration date, notice will be posted at [www.JournalofWildlifePhotography.com](http://www.JournalofWildlifePhotography.com). Any attempt to deliberately damage the content or operation of this sweepstakes is unlawful and subject to legal action by the Sponsor and its agents. You agree, on your own behalf, and on behalf of your heirs, executors, administrators, legal representatives, successors and assigns ("**Releasing Parties**"), hereby release, and agree to defend, indemnify, and hold harmless the Sponsor, including Jared Lloyd Photo, those working on its behalf, Facebook, and all other businesses involved in this sweepstakes (including prize vendor/provider), as well as each of their respective employees, shareholders, officers, directors, agents, members, and representatives, affiliates, successors and assigns (collectively, the "**Released Parties**"), from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, covenants, contracts, controversies, agreements, promises, trespasses, lost profits, indirect or direct damages, consequential damages, incidental damages, punitive or exemplary damages, including for injury and death, judgments, extent, executions, claims and demands whatsoever, in law, admiralty or equity, whether known or unknown, foreseen or unforeseen, against Released Parties which any one or more of the Releasing Parties ever had, now have or hereafter can, shall or may have, whether known or unknown, asserted or non-asserted, which may in any way arise out of or relate to your participation in this sweepstakes or the awarding, acceptance and use or misuse of a prize. RELEASING PARTIES AND/OR THE GRAND PRIZE WINNER OR PARTICIPANTS IN THE EVENT ADDITIONALLY AGREE THAT THEY WILL FULLY EXECUTE A SEPARATELY FURNISHED RELEASE AND WAIVER OF LIABILITY, RELEASING ANY AND ALL CLAIMS AND CAUSES OF ACTION THEY COULD OR MAY HAVE AGAINST RELEASED PARTIES FOR PERSONAL INJURY ACCIDENTS OR DEATH, OF THOSE ASSOCIATED WITH THE EVENT. FAILURE TO EXECUTE THIS RELEASE AND WAIVER OF LIABILITY AUTOMATICALLY REVOKES THE ABILITY TO PARTICIPATE IN THE EVENTS.

**11. DISCLAIMER OF LIABILITY.** The Released Parties shall not be responsible for (i) any typographical or other error in the publishing or printing of the offer, administration of the sweepstakes or in the announcement of any prize; (ii) lost, late, misdirected, damaged, illegible or incomplete entries, or postage due mail;

(iii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, mobile device hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; (iv) any injury or damage to entrant's or any other person's computer or mobile device related to or resulting from participating in the sweepstakes; or (v) the failure of any third party to comply with the instructions and proper administration of this sweepstakes. You agree that the Released Parties (defined above) shall not be liable for any injury, including death, loss or damage of any kind caused or claimed to be caused, by participation in this sweepstakes, or from the acceptance or use or redemption of any prize, including travel and accommodations provided by independent suppliers.

**12. FORCE MAJEURE.** In the event Sponsor and its agents are prevented from continuing with the sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, state, or local

government law, order, or regulation, or order of any court or other cause not within their control, Sponsor and its agents shall have the right to modify, suspend, extend or terminate the sweepstakes. IN THE EVENT THAT AN EVENT IS CANCELLED, SPONSOR'S ONLY OBLIGATION IS TO AWARD THE REMAINING ELEMENTS OF THE PRIZES DESCRIBED ABOVE.

**13. LAW / DISPUTE RESOLUTION.** This sweepstakes shall be governed by and interpreted under the laws of the State of MONTANA, U.S.A., without regard to its conflicts of laws provisions that may require the application of the laws of another jurisdiction. Any and all disputes, claims, and causes of action arising out of or in connection with this sweepstakes shall be resolved individually, without resort to any form of class action. Any action or litigation concerning this sweepstakes shall take place exclusively in the federal or state courts sitting in BOZEMAN, MONTANA, and you expressly consent to the jurisdiction of and venue in such courts and you waive all defenses of lack of jurisdiction and inconvenient forum with respect to such courts. You agree to service of process by mail or other method acceptable under the laws of the State of Montana. ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS SWEEPSTAKES. YOU HEREBY WAIVE ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

**14. WINNERS LIST.** For the name of the winner, available after October 1, 2020 ("**Winners List Date**"), send a stamped, self-addressed envelope (except where prohibited) and a note identifying the name of this sweepstakes, but within 45 days after the Winners List Date to the Sponsor at the address set forth below,  
Attention: Jared Lloyd

**15. SPONSOR.** The Sponsor of this promotion is Journal of Wildlife Photography, 1627 W. Main St #407, Bozeman, MT 59715. Sponsor's sweepstakes and other promotions may be advertised through its subsidiaries and affiliates, including Jared Lloyd Photography. This promotion may be advertised on Facebook but this promotion is in no way sponsored, endorsed or administered by, or associated with,  
Facebook.

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