

2021 Zane Grey Trout Unlimited Photo Contest

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CONTEST RULES

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

1. Eligibility: This Campaign is open only to those who enter online--no paper photos will be accepted. Online entry portals can be found on zanegreytu.org . If entrants are less than 18 years of age at the date of entry, entrant must have the permission of a parent or guardian to fully participate. The Campaign is only open to legal residents of the United States, and is void where prohibited by law. 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 Zane Grey Chapter of Trout Unlimited as final and binding as it relates to the content of this Campaign.

3. Campaign Period: All entries will be accepted online starting on [1/1/2021, 9:00 am, Arizona Time] and ending [4/30/2021, 11:59 pm, Arizona Time]. All online entries must be received by [4/30/2021, 11:59 pm, Arizona Time]. Online voting closes [5/15/2021, 11:59 pm, Arizona Time].

4. How to Enter: The Campaign must be entered by submitting an entry using the online form provided at zanegreytu.org. 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 Zane Grey - Trout Unlimited Chapter.

Photos in the following categories are eligible:

Photos taken by kids (up to 12 years old)

Fishing Photos

Nature Photos

You may enter a total of five photos (we love your pictures but want it to be a fair competition!).

Note, winning photos from past Zane Grey Trout Unlimited photo contests are not eligible for submission. You must provide the information requested. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the

rules. If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of Zane Grey Chapter of Trout Unlimited.

5. Prizes: The Winner(s) of the Campaign (the “Winner”) will receive Grand Prize – People’s Choice- H&H 9’ 6wt fly rod Grand Prize - Judges Choice - St. Croix 5wt fly rod and case; Honorable mention (3) AZ hand tied fly assortment and TU ball cap. Actual/appraised value may differ at time of prize award. One prize per person. The specifics of the prize shall be solely determined by Zane Grey Chapter of Trout Unlimited. No cash or other prize substitution shall be permitted except at Zane Grey Chapter of Trout Unlimited's discretion. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. 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 Zane Grey Chapter of Trout Unlimited to use Winner’s name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

6. Odds: The odds of winning depend on the number of eligible entries, votes received and Judges decision.

7. Winner Selection and Notification: People’s Choice Grand Prize will be determined by the eligible photo receiving the highest number of votes. Judge’s Choice Grand Prize will be selected from all eligible photographs entered by a panel of judges (judges will be selected by Zane Grey Trout Unlimited). Selection of Judge’s Choice winner will be at the sole discretion of the Judges. Honorable mention prizes will be awarded to the photos receiving the next highest number of votes. Winners from previous two years’ contests are ineligible to win Grand Prizes.

Winner(s) will be notified by email within ten (10) days following selection of winner(s). Winners will be announced in the May, 2020 issue of the Zane Grey Trout Unlimited newsletter. Zane Grey Chapter of Trout Unlimited 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, fails to claim the prize within [15 days] from the time award notification was sent, 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 Zane Grey Chapter of Trout Unlimited's 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 content (e.g., photo, video, text, email, name etc.), You understand and agree that Zane Grey Chapter of Trout Unlimited, anyone acting on behalf of Zane Grey Chapter of Trout Unlimited, and Zane Grey Chapter of Trout Unlimited’s 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, email, 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 this content, You represent and warrant that your entry is an original work of authorship, 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 Zane Grey Chapter of Trout Unlimited. 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 Zane Grey Chapter of Trout Unlimited from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which Zane Grey Chapter of Trout Unlimited may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

9. Terms & Conditions: Zane Grey Chapter of Trout Unlimited 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 Zane Grey Chapter of Trout Unlimited's control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, Zane Grey Chapter of Trout Unlimited may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Zane Grey Chapter of Trout Unlimited. Zane Grey Chapter of Trout Unlimited 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. Zane Grey Chapter of Trout Unlimited has the right, in its sole discretion, to maintain the integrity of the Campaign, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Campaign rules; or the use of bots, macros, scripts, or other technical means for entering. 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, Zane Grey Chapter of Trout Unlimited reserves the right to seek damages to the fullest extent permitted by law.

10. Limitation of Liability: By entering, You agree to release and hold harmless Zane Grey Chapter of Trout Unlimited 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.

11. Disputes: THIS Campaign IS GOVERNED BY THE LAWS OF United States of America AND Arizona, 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 Arizona 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.

12. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the Zane Grey Chapter of Trout Unlimited website.

13. 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: Zane Grey Chapter of Trout Unlimited, 5121 E Nisbet Road, Scottsdale, AZ 85254 United States of America. Requests must be received no later than [5/1/21, 11:59 pm, Arizona Time].

14. Sponsor: The Sponsor of the Campaign is Zane Grey Chapter of Trout Unlimited, 5121 E Nisbet Road, Scottsdale, AZ 85254 United States of America.

15. The Campaign hosted by Zane Grey Trout Unlimited is in no way sponsored, endorsed, administered by, or associated with Facebook.

16. By clicking "I agree and have read the rules", You, the Contestant, have affirmatively reviewed, accepted, and agreed to all of the Official Rules.