

Official Rules for RE Magazine Photo Challenge

1. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT INCREASE CHANCES OF WINNING. THIS CONTEST IS INTENDED FOR PLAY IN THE UNITED STATES ONLY.
2. SPONSOR. The RE Magazine Photo Challenge Contest (Contest) is sponsored by the National Rural Electric Cooperative Association (Sponsor). Entrants may contact [Matt Ringelstetter@nreca.coop](mailto:Matt.Ringelstetter@nreca.coop) for questions regarding this Contest.
3. ELIGIBILITY. The Contest is open only to individuals who are legal residents of the United States, who are at least 18 years of age or older.
4. HOW TO ENTER. Potential entrants may enter the Contest by submitting photo(s) as directed through <http://remagazine.coop/>. Photos must be submitted and received before the specified monthly deadline and photos must adhere to the designated monthly theme as described on the RE Magazine website's Contest page (<http://remagazine.coop/re-magazine-photo-challenge/>). Entry materials must contain entrant's full name and description information for the photo. Photos must be taken by entrant. All photo submissions must be JPG and high-resolution. Entrants may submit more than one photo, but must caption each photo separately.
5. TIME PERIOD. The entry period for the contest will be recorded on the entry page of the Contest website, <http://remagazine.coop/re-magazine-photo-challenge/>. All entries must be received no later than the advertised deadline, shown on the same page. Entries will not be returned. Sponsor assumes no responsibility for lost, mutilated, late or misdirected entries.
6. HOW TO WIN. Voting will open up at the start of the challenge to all REMagazine.coop visitors to choose his or her favorite photo entries. At the close of the voting period, RE Magazine editorial staff will take the top five vote-receiving photos and select a winner for the Contest. Potential winners are subject to verification, including verification of eligibility. If an entrant is unable to verify his/her information, the entrant will automatically be disqualified and their prize, if any, will be forfeited. The Sponsor reserves at its sole discretion the right to not award the prize or to determine an alternate winner or finalist in the event that any winner has been disqualified, cannot be contacted, or is deemed ineligible for any reason.
7. NOTIFICATION OF WINNER. Winners will be contacted via email and notified of their winning photo.
8. PRIZE. One prize will be awarded each year. The December Photo Contest will consist of the winners from each month of the current year. The photo that receives the most votes will be named "RE Magazine Photo Challenge Photo of the Year" and declared the winner. The winner will receive a \$350 gift card. The odds of winning depend upon the number of eligible entries received. There will be no substitution of prizes. Any valuation of the prize 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. Each winner is solely responsible for reporting and paying any and all applicable federal, state, and local taxes, related to prize acceptance.
9. OFFICIAL RULES. By participating in this Contest, entrants agree to be bound by these Official Rules and Sponsor reserves the right to remove or void any entry that it deems to be in violation of these Official Rules, at its sole discretion. You agree that the decision of the Sponsor is final on all matters relating to this Contest, including its decision on selecting the winners of the Contest. By submitting your photo, entrant warrants and represents that such photo: (a) is his or her original work, (b) has not been copied from another copyrighted work, (c) does not infringe upon the rights of any person or entity (including, but not limited to, such individual's and/or entity's copyrights, trademark rights, rights of privacy or publicity or any other intellectual property), (d) that entrant has obtained permission from a person whose name, likeness or name is used in the photo, and (e) that the publication of the photo via various media including web posting will not infringe on the rights of any third party. Entrant agrees to indemnify and hold harmless Sponsor and its sublicensees from any claims to the contrary. In consideration for

entrant's participation in this Contest and for the opportunity to win a prize hereunder, entrant hereby grants the Sponsor, its members and any other individuals or entities authorized on their behalf, an unlimited, perpetual, worldwide, non-exclusive, royalty-free, sub-licensable right and license to use, publish, reproduce, display, perform, adapt, modify, distribute, publically perform, transmit, have distributed, prepare derivative works of, and promote such photo in any form, in all media now known or hereinafter created, anywhere in the world, for any purpose and without consideration to the entrant. By submitting a photo, entrant waives any rights of action against Sponsor, its members or their authorized representatives, in connection with the use of any material (or any part thereof), whether or not the material contains features or elements similar to or identical to those contained in entrant's entry materials. Entrants agree to release Sponsor, its members or their authorized representatives from any and all claims, injury, loss or damage arising in any manner, in whole or in part, directly or indirectly, from participation in the Contest. Entrant further authorizes Sponsor, its members or their authorized representatives the right to use their name, biographical data, city and state of residency, and entry materials in all media, worldwide, now known or hereafter discovered, for any purpose, including without limitation, in connection with, and to promote, market or advertise the Contest. By submitting photos in the Contest, Participants expressly consent to be contacted by phone, email or other means for purposes related to this Contest. Participants can revoke such consent at a reasonable time by making a written request to Matt.Ringelstetter@nreca.coop. Participants agree that any dispute arising out of this Contest shall be resolved individually without class action and exclusively by the state and federal courts in Arlington, Virginia, under the laws of Virginia without regard to state's conflict of law principles.

10. **CONDITIONS.** All entries are final upon submission. Sponsor reserves right to reject or disqualify any entries, subjects, or related materials that Sponsor deems inappropriate, or otherwise inconsistent with its editorial standards, audience expectations or reputational interests or that Sponsor believes may violate applicable law or the rights of a third party. Sponsor reserves the right, in its sole discretion, to verify any element of any entry or related materials, request additional information and to disqualify any entrant whose participation may subject Sponsor to controversy, negative publicity, scorn or ridicule. Sponsor is under no obligation to use the entry materials, but may do so and edit such information or materials, at Sponsor's sole discretion, without further obligation or compensation.
11. **RELEASE.** Entrants may need to complete Publicity Release upon Sponsor's request.
12. **DISCLAIMER.** Sponsor reserves the right, in its sole discretion, to cancel, terminate or modify the Contest in any way at any time. All trademarks referenced are used for identification purposes only and are the property of their respective owners. The owners of these trademarks in no way sponsor, license and/or endorse this Contest. The prize carries no warranty. NRECA has neither made nor is responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose.