



## **The official rules of Rio Grande Water Fund 2020 Photo Contest**

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### **VOID WHERE PROHIBITED.**

### **ELIGIBILITY**

The New Mexico Chapter of The Nature Conservancy's 2020 Photo Contest ("Photo Contest") is open to all professional and amateur photographers included on the Rio Grande Water Fund mailing list.

### **SPONSOR**

The Rio Grande Water Fund 2020 Photo Contest is sponsored by The Nature Conservancy, 1613 Paseo de Peralta Suite 200, Santa Fe, NM 87501 ("Sponsor").

### **ENTRY PERIOD**

The Photo Contest begins at 12:00am on July 29, 2020 and ends at 11:59pm on August 9, 2020 Mountain Standard Daylight Time (the "Entry Period"). Entries submitted before or after the Entry Period will not be eligible. Sponsor's computer is the official time-keeping device for the Photo Contest.

### **WHAT TO ENTER**

Images will be judged on originality, technical excellence, composition, overall impact and artistic merit. Photo entries must have been taken in the state of New Mexico or Southern Colorado and fall into one of the following categories: natural landscapes, forest work, watershed restoration, controlled burns, natural wildlife/fish, and collaborative groups/field trips.

To ensure functionality on our submission platform, submitted files must be a minimum of 300 pixels per inch and no larger than 4032 x 4032 pixels and no more than 4 MB at the time of entry. All photographs should accurately reflect the subject matter and the scene as it appeared. Photos that have been digitally altered beyond standard optimization (cropping, spotting for dust, reasonable adjustments to exposure, color and contrast, etc.) will be disqualified.

Entries may originate in any format — including, but not limited to digital files, digital prints, color transparencies, color prints, or black and white prints — so long as they are submitted electronically in a .JPEG .jpg, or.png format. HDR images are acceptable.

Previously published material for which non-exclusive rights were granted may be entered as long as you maintain the right to grant us a license (see "Your Rights" below). You must be able to disclose when and where the photo appeared previously to The Conservancy upon request.

If you choose to include people in your submission, you are responsible for obtaining the necessary releases from the individuals depicted, and must be able to provide copies of those releases to The Conservancy upon request.

Submissions may be watermarked if desired, but the watermark should be inconspicuous enough to not interfere with the judging of the photo. A watermarked photo might not be honored by the

competition (at the judges' sole discretion) if the photographer is unable or unavailable to provide a pristine, watermark-free version of the image when asked.

**The following submissions are ineligible:**

- Images of captive animals photographed in zoos and commercial game farms.
- Photos that violate or infringe upon another person's rights, including but not limited to copyright and photographs of persons without the necessary consent required by law in your jurisdiction. The Conservancy reserves the right to require entrants to submit evidence of the subject's legal consent to be photographed for the submitted photograph, which may include a signed waiver from the subject. NOTE: Waiver requirements vary by jurisdiction, and the entrant is responsible for obtaining a legally enforceable waiver from any photographed subject.
- Photos that contain sexually explicit, nude, obscene, violent or other objectionable or inappropriate content.
- Images that involve the willful harassment of wildlife, or damage to the environment by the photographer.
- Images that involve putting any individual or animal in danger.
- The Conservancy shall determine entry eligibility in its sole and absolute discretion.

## **HOW TO ENTER**

All images must be submitted through our photo submission website. Digital images that are sent via mail or email will not be accepted. If possible, please embed the photographer's name and caption information in the photo's metadata.

The entry upload contains required fields for information about the photo and contact information for the entrant, including an email address.

**Entrants will be asked to provide the following information in the contest entry process:**

- Title of the photo
  - Caption: Describe what we see and where it was taken, include the State and nearest town

You may enter up to three photos.

Sponsor reserves the right to reject any additional entries or entries that do not comply with these Official Rules. By entering, you indicate your unconditional agreement to, and acceptance of, these Official Rules and Sponsor's decisions, which are final and binding. You cannot win a prize unless you comply with all requirements in these Official Rules.

Entrants may be asked to supplement their submission with more explanation about the photo or to provide a higher resolution version of the photo anytime during the contest period.

## **JUDGING**

Judging will be conducted in two phases. Phase 1 will be conducted by a panel of TNC-NM staff ("the Judges") and select the top three – five entries. Selections of Phase 1 will be announced on the TNC-NM Facebook page, [www.facebook.com/New.Mexico.Nature.Conservancy](https://www.facebook.com/New.Mexico.Nature.Conservancy). Phase 2 will be conducted by a Facebook vote, hosted on the New Mexico TNC Facebook page. Photos will be judged during Phase 1-2 on originality, technical excellence, composition, overall impact, artistic merit and subject matter relevance to the Rio Grande Water Fund.

All judging decisions are final. Please do not contact us about the status of entries or judging.

## PEOPLE'S CHOICE WINNERS

Two (2) People's Choice winners will be selected by the public from the Judges' Favorites published on [www.facebook.com/New.Mexico.Nature.Conservancy](https://www.facebook.com/New.Mexico.Nature.Conservancy) between August 13 through August 20, 2020. The People's Choice winners will be determined by online voting.

## VOTING PERIOD

Voting for People's Choice begins at time of posting on August 13, 2020 and ends at 11:59pm Mountain Standard Daylight Time on August 19, 2020 (the "Voting Period"). Votes submitted before or after the Voting Period will not be eligible. Sponsor's computer is the official time-keeping device for the Photo Contest.

## RESULTS

The People's Choice winners will be announced on [www.facebook.com/New.Mexico.Nature.Conservancy](https://www.facebook.com/New.Mexico.Nature.Conservancy) by 11:59pm Mountain Standard Daylight Time on August 20, 2020. The Conservancy will notify the winners via the contact information provided at the time of entry.

## PRIZES

All award winners will receive mention on The Conservancy's digital presences and the publication of the 2020 RGWF Annual Report. In addition, The Conservancy will award the following prizes:

### **Two (2) People's Choice winners will receive:**

1st prize - Cover photo feature in the 2020 RGWF Annual Report, a TNC hat, and a complimentary book

2nd prize - Inset photo in the 2020 RGWF Annual Report, TNC hat and complimentary book

## POTENTIAL WINNER REQUIREMENTS

Except where prohibited, a potential winner may be required to complete and return an affidavit of eligibility, including proof of age, and liability/publicity release within 10 calendar days. If a potential winner fails to return these documents on time, an alternate potential winner may be selected in his/her place.

## YOUR RIGHTS

Your photographs help The Conservancy protect Earth's amazing diversity of wildlife, people, plants and habitats. Thank you for helping to further our mission through your photography.

**You will retain all rights to any photograph you submit — including ownership if applicable.**

If you submit a photograph to the Photo Contest, you grant The Conservancy and its related entities such as affiliates and subsidiaries a royalty-free, non-exclusive right in perpetuity to:

- Display the photograph on the Photo Contest submission websites:
  - [www.facebook.com/New.Mexico.Nature.Conservancy](https://www.facebook.com/New.Mexico.Nature.Conservancy)
  - [www.riograndewaterfund.org](https://www.riograndewaterfund.org)
  - Allow third-parties to share the photograph on social media.
- Use the photograph on the Internet and in Social Media in support of our mission.

- Use the photograph in The Conservancy's and related entities' internal and external communications materials including but not limited to web sites and web publications, fact sheets, fund raising publications, advertising, multimedia, presentation and membership services, annual report, newsletters, and *Nature Conservancy* magazine.
- Provide your photograph to other individuals and organizations for Conservancy and related entities'-related use in news stories, social media, newsletters, reports, slide shows, displays, web pages, videos, membership premiums, and the like.
- Use, in connection with the Photo Contest, your name, city, state and country of residence in promotions and other publications.
- Retain a digital copy of your photograph that will be archived in the Conservancy photo library and accessible to Conservancy and related entities' staff via the Conservancy's internal online photo archive.

The Conservancy will endeavor to credit all photographs with the credit "Person's Name" when the full name is available.

## **GENERAL CONDITIONS**

In the event that the operation, security, or administration of the Photo Contest is impaired in any way, Sponsor may, in its sole discretion, either: (a) suspend the Photo Contest to address the impairment and then resume the Photo Contest; or (b) award the prize(s) from among the eligible entries received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify and seek damages from any individual who tampers with the operation of the Photo Contest, violates these Official Rules, or acts in a disruptive or unsportsmanlike manner. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Proof of sending any communication to Sponsor by mail shall not be deemed proof of receipt of that communication by Sponsor. In the event of a dispute as to the owner of an online entry, the authorized account holder of the e-mail address used to enter will be deemed to be the owner. The Photo Contest is subject to federal, state, and local laws and regulations and is void where prohibited. If less than twenty photos for entry are received by the Sponsor, the contest will be void.

## **RELEASE AND LIMITATIONS OF LIABILITY**

By entering, you agree to release and hold harmless Sponsor, their respective parent, subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Photo Contest or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Photo Contest; (b) technical errors; (c) printing errors; (d) late or undelivered mail; (e) errors in the administration of the Photo Contest; or (f) injury or damage to persons or property. You waive the right to claim any attorneys' fees and any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

## **PRIVACY AND PUBLICITY**

Any information you submit as part of the Photo Contest will be used in accordance with Sponsor's Privacy Policy. The information you provide when you enter is provided to Sponsor. Except where prohibited, you consent to Sponsor's use of your name in any list of winners (if applicable) and/or for promotional purposes in any media without further payment or consideration.

**DISPUTES**

You agree that any and all disputes, claims and causes of action arising out of, or connected with, the Photo 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 New Mexico. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Sponsor in connection with the Photo Contest, shall be governed by, and construed in accordance with, the laws of New Mexico, without giving effect to any choice of law or conflict of law rules (whether of New or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than New Mexico.

**QUESTIONS**

Questions and inquiries about contest rules can be emailed to [melissa.mclamb@tnc.org](mailto:melissa.mclamb@tnc.org).