

**A SENSE OF ALABAMA: PHOTO CHALLENGE
OFFICIAL RULES**

**NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING. VOID
WHERE PROHIBITED.**

BY ENTERING THE CONTEST, ENTRANT AGREES TO THESE OFFICIAL RULES.

**ALL PHOTOS SUBMITTED MAY APPEAR ON SPONSOR'S WEBSITE, SPONSOR'S FACEBOOK OR INSTAGRAM PAGES,
AND ALL FINALISTS' PHOTOS IN ANY OTHER MEDIUM FOR ANY PURPOSE WITHOUT NOTICE, APPROVAL OR
ADDITIONAL COMPENSATION IN SPONSOR'S SOLE DISCRETION.**

- 1. Eligibility:** 'A Sense of Alabama: Photo Challenge' (the "Contest") is open only to legal residents of the 50 United States and District of Columbia, who are 18 and older (or 19 and older for residents of AL and NE) at the time of entry. Void where prohibited by law. No purchase necessary to enter the Contest. Employees of Alabama Tourism Department (the "Sponsor") or any of their respective affiliates, subsidiaries, advertising agencies or any other company or individual involved with the design, production execution or distribution of the Contest (collectively with Sponsor, the "Contest Entities") and their immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members of each such employee are not eligible to enter or win. The Contest is subject to all applicable federal, state, and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 2. Contest Period:** The Contest begins on September 16, 2019 at 12:00:00 PM Central Time ("CT") and ends on October 25, 2019 at 11:59:59 AM CT (the "Contest Period"). This Website (<https://alabama.travel/photo-challenge>) clock is the official timekeeper for this Contest.

The Contest Period consists of two (2) periods: (1) the submission period, (2) judging period. The Submission Period begins on September 16, 2019 at 12:00 PM CT and ends on October 18, 2019 at 11:59:59 AM CT. The judging period begins October 23, 2019 at 12:00 PM CT and ends October 25, 2019 at 11:59:59 AM ("Judging Period"). The grand prize winner will be announced no later than November 29, 2019 at 11:59:59 AM CT.

- 3. How to Enter the Contest:** To enter the Contest, during the Submission Period, post a photo to your Instagram profile using one of the Sensory Hashtags (#SightOfAlabama, #ScentOfAlabama, #TasteOfAlabama, #SoundOfAlabama, #FeelingOfAlabama). One Sensory Hashtag per image. Entrant can submit more than one image per Sensory Hashtag. Each posted image must tag @AlabamaTravel and add the location the image was taken. Each Sensory Hashtag represents a category, and general winners will be chosen from each category. Photo submissions must be received by 11:59:59 AM CT on October 18, 2019 to be eligible.
- 4. Photo Entry Requirements:** Entrants agree to and understand that Photo entries may be made available to the public, including without limitation, posting on the Internet and may also appear in Sponsor's advertising and marketing materials. Whether or not Photo entries are published on the Internet, Sponsor does not covenant or guarantee any confidentiality with respect to any Photo entries.
 - a. The Photo entry must not have been submitted previously in any Contest of any kind or exhibited or displayed publicly (i.e., disclosed beyond your immediate circle of friends and family) through any means previously.
 - b. The Photo must include positive content about Alabama including but not limited to Alabama's attractions, events, destinations, lodging, recreation or dining. Any Photo that does not contain positive content about Alabama will automatically be disqualified.
 - c. Each Photo entry must be an original creation of the submitting entrant which is under no restriction, contractual or otherwise, that will prevent Sponsor's use of the Photo entry, and the Photo entry must be

free of any and all liens, encumbrances and claims of third parties. Entrant acknowledges, agrees and warrants that, nothing in the Photo entry infringes on any copyrights, confidential information, trade secrets or trademarks belonging to any person or entity other than the Photo entrant absent a suitable license, clearance or permission agreement (proof of which is required upon submission), or violates any person's rights of privacy or publicity and that all necessary releases and permissions have been secured. Entrant agrees to indemnify and hold harmless each of the Contest Entities and their respective parent, subsidiaries, and affiliates and each of their respective officers, directors and employees from and against any and all claims, demands, damages, costs, liabilities and causes of action of whatsoever nature that are based upon or arise out of any breach by entrant of these Official Rules or the warranties and representations made by entrant in this paragraph. Modifying, enhancing or altering a third party's pre-existing work does not qualify as entrant's original creation.

- d. By uploading the Photo entry, the entrant agrees, for zero compensation, to grant to Sponsor all intellectual property rights in the Photo entry and each of its constituent parts, which rights include, without limitation, the Sponsor's right to publish, edit, make derivative works from, make available to the public, and/or reproduce the Photo entry through any media available at any time during, or after, the Contest Period on any related websites, in any promotional materials, whether related or unrelated to the Contest, and at any other location, whether physical or online, that Sponsor, in its sole discretion, deems appropriate and necessary for the operation and promotion of this Contest. In addition, entrant warrants that any so called "moral rights" in the Photo entry have been waived and entrant acknowledges and agrees that Sponsor may use any ideas from any Photo entry or other submitted materials, whether or not entrant has been awarded a prize in connection with any such Photo Entry or other materials. Entrant agrees to release, defend, indemnify and hold harmless each of Contest Entities, and each of their parent, subsidiaries, and affiliates and each of their respective owners, employees, directors, officers, agents, and subcontractors from all claims, demands, and causes of action of any nature whatsoever which entrant or entrant's heirs, representatives, executors, administrators, or any other persons acting on entrant's behalf or on behalf of entrant's estate, have or may have by reason of: (i) Sponsor's exercise of any rights granted by entrant in this paragraph; (ii) claims based on violation of any right of publicity or rights of personality, infringement of copyright or trademark, libel, slander, defamation, invasion of privacy, loss of earnings or potential earnings in connection with Sponsor's use of the Photo entry and any portion thereof, or the likeness of any natural person therein.
- e. Entrants are responsible for securing necessary permissions, talent and location releases, and licenses for any visual material contained in the Photo entries.

5. Photo Entry Content Restrictions

Photo entries must not contain material that:

- a. Contains or depicts someone smoking or intoxicated;
- b. Violates or infringes another's rights, including without limitation, privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- c. Contains material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- d. Contains any unacceptable clothing or adornments, or displays any commercial/corporate advertising other than that of Sponsor (including but not limited to corporate logos, brand names, trademarks, slogans, political, personal and religious statements);
- e. Contains indecent or unsafe behavior or situations, profanities or obscenities, including but not limited to nudity, or pornography, or is otherwise inappropriate, indecent, profane, obscene, hateful, tortuous, slanderous or libelous;
- f. References persons or organizations without their written permission;
- g. Disparages any persons or organizations;
- h. Includes threats to any person, place, business, or group;
- i. Is unlawful, in violation of or contrary to all applicable federal, state, or local laws and regulations.

Failure of any Photo entry to comply with the above "Photo Entry Requirements" and "Photo Entry Content Restrictions," as determined by Sponsor, in its sole discretion, may result in disqualification of entrant. Without

limitation, Sponsor reserves the right in its sole discretion to disqualify any entry that, in their sole opinion, refers, depicts or in any way reflects negatively upon the Sponsor, the Contest or any other person or entity, does not comply with these Official Rules or if Sponsor receives notification about any potential infringements or breaches of law or any other reason set forth herein. Photo entries must be suitable for presentation in a public forum, in sole determination of Sponsor.

6. Judging Criteria and Winner Selection

All Photo entries received will be judged from among all eligible entries received by the Alabama Tourism Department using the following judging criteria: originality/creativity; quality of photo; representative of its designated Sensory Hashtag; and positively portraying Alabama. The Photo entry, that best follows the above criteria for each category, will be deemed its designated category winner. There will be five finalists total to represent each of the five Sensory Hashtags. The five finalists will be contacted via direct message on Instagram and expected to respond with requested information, specifically their email address. They can each then expect to be contacted via email with more details.

Each of the five finalist images will be posted to @AlabamaTravel Instagram profile on October 23, 2019 at 12:00 PM CT. This is the beginning of the judging period. From October 23, 2019 at 12:00 PM CT to October 25, 2019 at 11:59:59 AM CT ("Judging Period"), visitors can vote for their favorite image. One image *like* equals one point; one image *comment* equals two points. Points will be tallied following the close of the judging period, and the image with the most points will be deemed the Grand Prize winner. In the event of a tie, the photo entry, with the highest number of comments, will be deemed the winner from among all tying photo entries.

7. Verification of Potential Winners

In order to be confirmed as a Winner, and without limitation of any other terms herein, the potential Winner may be required to provide satisfactory proof, as determined by Sponsor in its sole discretion, that such potential Winner is an eligible Entrant, including but not limited to providing a copy of the potential Winner's government-issued identification and/or additional information required by Sponsor in order to verify eligibility and compliance with these Official Rules. Winners may be required to sign and return to Administrator, within three (3) days of the date notice is sent, an affidavit of eligibility, and a liability/publicity release (except where prohibited) in order to claim their prize. If any potential Winner cannot be contacted, fails to sign and return the affidavit of eligibility and liability/publicity release within the required time period (if required), potential Winner will forfeit the prize, and an alternate potential winner may be awarded, time permitting. Sponsor's decisions as to the administration and operation of the Contest and the selection of potential winners is final and binding in all matters related to the Contest.

8. PRIZES AND APPROXIMATE RETAIL VALUES ("ARV"): One (1) Grand Prize: Alabama Travel Package including from The Lodge at Gulf State Park, a Hilton Hotel; Gulf Shores, AL <https://lodgeatgulfstatepark.com/>

- accommodations for four (4) in one room for three (3) nights w/self-parking for one (1) vehicle;
- one dinner for four (4) at Perch;
- two breakfasts for four (4) Foodcraft;
- two lunches for four (4) at Foodcraft or, in season, Dragonfly;
- one dinner for four (4) at Foodcraft;
- (\$1,920 ARV).

Plus, from Sponsor:

- \$1,000 in form of prepaid credit card
- Alabama Tourism gift bag containing miscellaneous merchandise (\$250 ARV)

Total ARV: \$3,170.

Five (5) Finalist Prizes: Each of the five (5) finalists will receive a gift bag of Alabama food, clothing, decorative and novelty items. (\$200 ARV. Ea.)

All expenses, not expressly stated in the Prize descriptions above, are the sole responsibility of the Prize winner. All travel must be completed within one (1) year of winning the prize, or prize will be forfeited in its entirety and

not be awarded. Travel restrictions, conditions and limitations may apply. Sponsor will not replace any lost or stolen Prizes or any contents therein. Gift Cards are subject to the terms, conditions and restrictions as printed on card. Prize Winners are responsible for all applicable taxes incurred by winning and accepting the Prize. Sponsor will provide the Prize winners with an IRS Form 1099 for the value of the Prize. Winners are solely responsible for any applicable fees and all insurance, federal, state and local taxes, if any, and incidentals and any other unspecified expenses associated with acceptance or use of the Prize. Prizes are provided "as is" and without any warranty of any kind, including, but not limited to, any warranty of merchantability or fitness for a particular purpose. All Prizes are non-transferable and non-assignable. Any difference between the stated ARV of any of the Grand Prizes and actual ARV will not be awarded. No cash redemption or prize substitution allowed by Prize winner. Sponsor reserves the right to substitute a prize of equal or greater value if the Prize, or any portion thereof, is unavailable and/or undeliverable for any reason in the sole and complete discretion of Sponsor. Prizes are not valid toward alcohol purchases.

- 9. Entry Conditions and Release:** By entering, each entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor which are binding and final in all matters relating to this Contest; (b) release and hold harmless the Contest Entities from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, death or personal injury arising out of or relating to a participant's entry, creation of an entry or photo of an entry, participation in the Contest, the Photo, acceptance or use or misuse of prize and/or the broadcast, exploitation or use of entry or the Photo; and (c) indemnify, defend and hold harmless the Contest Entities from and against any and all claims, expenses, and liabilities (including reasonable attorneys' fees) arising out of or relating to an entrant's participation in the Contest and/or entrant's acceptance, use or misuse of prize or any portion thereof.
- 10. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, for any reason whatsoever, including, without limitation, fire, flood, natural or man-made epidemic of health or other means, 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, public health crisis, order of any court or jurisdiction or if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. If the Contest is terminated before the designated end date, Sponsor will (if possible) select the winner using the Judging Criteria above from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion, in such judging, shall be each entrant's sole and exclusive remedy under such circumstances. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Only the type and quantity of prizes described in these Official Rules will be awarded. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
- 11. Limitations of Liability:** The Contest Entities, as set forth above, are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error

which may occur in the administration of the Contest or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any Prize. If for any reason an entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Contest, provided that if it is not possible to award another entry due to discontinuance of the Contest, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold judging from among all eligible entries received up to the date of discontinuance for any or all of the Prizes offered herein. Entrant further agrees and acknowledges that Sponsor reserves the right to forfeit or award any unclaimed or leftover Prize at its sole discretion.

12. Disputes/Governing Law:

Entrant (or entrant's parent/legal guardian, if entrant is deemed a minor in the state of his/her residence) agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, other than those concerning the administration of the Contest or the determination of winner, shall be resolved individually, without resort to any form of class action; (ii) any disputes arising out of these Official Rules (except for any disputes arising from the loss or injury from the use of prizes) shall be submitted to final, binding arbitration conducted in Alabama under the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services Inc. before a single, neutral arbitrator who is a former or retired Alabama state or federal court judge with experience in entertainment matters who shall follow Alabama law and the Federal Rules of Evidence and have no authority to award punitive damages. Either party may enforce a final arbitration award in any court of competent jurisdiction in Alabama, including an award of costs, fees and expenses incurred in enforcing the award. Notwithstanding the foregoing, Released Parties shall be entitled to seek injunctive relief (unless otherwise precluded by any other provision of these Official Rules) in the state and federal courts of Alabama. Any dispute or portion thereof, or any claim for a particular form of relief (not otherwise precluded by any other provision of these Official Rules), that may not be arbitrated pursuant to applicable state or federal law may be heard only in a court of competent jurisdiction in Alabama for losses or injuries related to participation in the prize.; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (iv) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Alabama, without giving effect to any choice of law or conflict of law rules (whether of the State of Alabama or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Alabama.

13. Contest Winners: For the Contest Winner's names (available after November 29, 2019), visit: <https://alabama.travel/photo-challenge>

14. Sponsor: Alabama Tourism Department, 401 Adams Ave, Suite 126, P.O. Box 4927, Montgomery, AL 36103-4927.