

LIBOR LANDSCAPE PHOTO CONTEST

Sponsor: Long Island Board of REALTORS® (LIBOR), 300 Sunrise Highway, West Babylon, NY 11704.

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED BY LAW.

Open only to legal residents of the United States, 18 years or older, who are members in good standing of the Long Island Board of REALTORS® and National Association of REALTORS®.

By participating in the Contest, you agree to these Official Rules and Sponsor's/judging panel's decisions, which are final and binding in all respects and not subject to appeal.

1. **Contest Period.** September 1, 2019 at 12:01 a.m. Eastern Time (ET) – September 30, 2019 at 11:59:59 p.m. ET. Sponsor's computer is the official clock for the Contest.
2. **Eligibility.** The following persons are not eligible to participate in the Contest:
 - Employees, officers and directors of LIBOR;
 - Other individuals who are on the judging panel or otherwise involved in any way in the development, advertisement, implementation or administration of the Contest;
 - The immediate family members (defined as parents, children, siblings, spouse) of persons in either of the two (2) preceding categories;
 - Members of LIBOR and National Association of REALTORS® who are NOT in good standing, including but not limited to being in arrears in the payment of dues as of date of entry.
3. **How To Enter.** During the Contest Period, submit a photo of a landscape (that is, an outdoor scene which [a] may or may not include buildings and other man-made objects but [b] does NOT include any persons). Go to www.lirealtor.com and click on the LIBOR Landscape Contest link. (Or go directly to www.lirealtor.com/photo-contest. First, complete the official entry form with (a) your name, age, daytime telephone number, e-mail address and the city/town of your office address and (b) a caption explaining how the photo is representative of your community. Secondly, upload the photo. Next, check the box indicating that you have read, understand and agree to these Official Rules. Lastly, click the Submit button. (Your photo and caption constitute your Contest entry.)
All Contest entries must be received by September 30, 2019 at 11:59:59 p.m. ET.
4. **Entry Restrictions.**
 - (A) There is a limit of one (1) entry per LIBOR REALTOR® Member, including Affiliates.
 - (B) Photo must be submitted in accordance with technical specifications on www.lirealtor.com. Photo must have a minimum resolution of 300 DPI.
 - (C) Caption must be in English and cannot exceed (50) words. Photo must be uploaded and submitted at the same time as completed official entry form. Piecemeal/partial submissions will not be accepted.
 - (D) All entries shall become the property of LIBOR and will not be returned. Receipt of entry will be acknowledged by LIBOR, but such acknowledgment is not otherwise binding upon LIBOR. Proof of submission of entry does not, in and of itself, constitute proof of receipt of same.

- (E) Photo and caption must be created solely by the entrant individually him/herself. Joint, group, team or collaborative submissions will NOT be accepted.
- (F) Use of photo-editing software to enhance or edit the original photographic image is prohibited.
- (G) Once submitted, a photo/caption cannot be modified, amended or supplemented by entrant.
- (H) Use of automated or programmed means of participation in the Contest is prohibited and will result in automatic disqualification.
- (I) Should more than one (1) person claim to have submitted a given entry, Sponsor shall resolve such dispute in its sole discretion.
- (J) **If you enter via mobile device, standard message and data rates and/or wireless Internet access charges may apply.** You may be charged by your wireless carrier if you use your mobile device to enter the Contest. Be sure to check your wireless carrier's pricing plan BEFORE participating in the Contest with your mobile device. Wireless Internet access may not be available in all areas.

5. Additional Entry Restrictions- Content of Photo/Caption.

Photo/caption will NOT result in Contest entry if Sponsor determines in its sole discretion that the photo/caption:

- (A) violates the rights of any third party**;
- (B) is inappropriate, obscene, vulgar, hateful or otherwise unfit for publication;
- (C) advocates the use of alcohol or drugs, acts of violence or illegal conduct;
- (D) disparages or damages the goodwill and business reputation of LIBOR or National Association of REALTORS®;
- (E) is not a landscape photo (as defined in Rule 3 above).

**If photo identifies any property owned by a third party, continued Contest eligibility is made contingent upon the photographer/entrant submitting acceptable signed consent(s) from such third party/parties. A sample consent form can be found by clicking www.lirealtor.com/photo-contest. In addition, be sure to respect third party property rights in conjunction with taking photo.

6. Grant of Rights in Photo/Caption

- (A) In submitting a photo/caption as a Contest entry, you grant to Sponsor and its designees the non-exclusive, irrevocable, perpetual, worldwide, royalty-free, transferable, sublicenseable right and license to use, perform, exhibit, physically display, reproduce and/or otherwise exploit the photo/caption, and your name, photograph, image, likeness, voice, biographical information and/or any other indicia of your persona in any manner and in any and all distribution channels, venues or media, now known or hereafter devised, without further notice or any compensation to you. Use/exhibition/physical display of photo/caption may include one or more of the following: posting on www.lirealtor.com; posting on Sponsor's social media pages; display at Sponsor's offices and/or in publicly accessible buildings/spaces. As per Rule 4D above, any use/performance/physical display/reproduction/exploitation of photo/caption does not constitute any representation as to eligibility of the underlying entry nor is it otherwise binding upon Sponsor. Any use/performance/physical display/reproduction/exploitation of photo/caption may be terminated without prior notice to the affected entrant. Nothing

herein in any way obligates Sponsor and its designees to make any use/performance/physical display/reproduction/exploitation of a given photo/caption, with Sponsor and its designees disclaiming any and all liability in refraining from doing so.

- (B) You further (i) waive any “*Droit Moral*,” “Moral Rights of Authors” or similar natural rights of ownership you may have in the photo/caption and (ii) agree, upon the request of Sponsor and without compensation of any kind, to execute any additional documents so as to effect, record or perfect the grant of rights contemplated by this section.
- (C) You understand and agree that Sponsor has wide access to ideas, photos, images, stories and other literary/artistic materials submitted to it from outside sources or being developed by its own employees and that such ideas/photos/images/stories/literary/artistic materials may be competitive with, similar to (or even identical to) the submitted photo/caption and that Sponsor shall have no liability in conjunction therewith.
- (D) You expressly acknowledge that Sponsor does not have any duty of confidentiality or other fiduciary duty to you relative to your photo/caption.

7. Selection Of Winners.

- (A) On or about October 3, 2019, a judging panel comprised of REALTOR® volunteers and one (1) Sponsor representative will evaluate all eligible Contest entries based on the following judging criteria:

- Creativity/Originality (20%)
- Aesthetic appeal of photo; strength of a photo and caption as a statement (70%)
- Technical merit (10%)

A total of twelve (12) winners will be selected; that is, the twelve (12) Contest entries which were ranked highest by the judging panel.

- (B) In the event of a tie, the winner(s) will be determined based on an additional judge’s (i.e., another Sponsor representative’s) review of the tied Contest entries based on the above-indicated criteria.
- (C) Potential winners will be notified by e-mail and/or phone. Each potential winner will be required to complete, sign and return an Affidavit of Eligibility, a Liability Release and a Publicity Release (where lawful), all within three (3) business days of date of notification. Such Affidavit/Release will include a confirmation of winner’s grant of rights in the photo and caption to Sponsor. In the event of noncompliance with the Affidavit/Release requirement, if potential winner cannot be reached for any reason or if potential winner is determined to be ineligible or otherwise in violation of these Official Rules, he/she shall be disqualified and forfeit the prize without compensation of any kind. In case of prize forfeiture, an alternate winner will be selected from among all remaining eligible Contest entries received as set forth above.

- 8. Prizes.** Each prize consists of a \$100 American Express® Gift Card† **OR** a \$100 Credit for a LIBOR-sponsored classroom course. After verification of his/her eligibility and compliance with these Official Rules, winner will select the Gift Card or Credit as his/her prize.

†Trademark is used for prize identification purposes only. No sponsorship, endorsement, affiliation or authorization is intended or implied by such use.

9. Prize Restrictions.

- (A) Gift Card does not expire. Gift Card is redeemable on-line or at stores in the United States which accept the American Express® Card as a form of payment. Gift Card is not usable for recurring payments, reservations or deposits; see American Express Gift Card Holder Agreement for full terms and conditions.
- (B) Credit must be used within one (1) year of award; additional terms and conditions apply as indicated on Credit.
- (C) No prize substitution except by Sponsor due to unavailability of prize/prize component for any reason and then for prize/prize component of equal value. Prize is not redeemable for cash except for Gift Card to the extent required by applicable law.
- (D) Prize is not transferable without Sponsor's permission which may be granted or withheld in its sole discretion without liability of any kind.
- (E) Receipt of prize is subject to the written company policy of winner's employer, to the extent applicable.
- (F) All applicable taxes on prize are winner's sole responsibility.
- (G) Winner is solely responsible for any and all unspecified expenses in conjunction with prize acceptance/use, including redemption of Gift Card or Credit for goods/services (as applicable) with a cost in excess of \$100.

10. Releases.

- (A) By participating, entrant indemnifies, releases and agrees to hold harmless Sponsor, its parent, affiliates and subsidiaries, and the directors, officers, agents, representatives, shareholders, employees, successors and assigns of any of the above organizations from any and all liability arising from participation in the Contest, participation in any Contest-related activity or the acceptance, possession, receipt, use/misuse of a prize (if applicable). Such liability includes but is not limited to any claim of violation/infringement of third party rights as to the creation or content of the Contest entry.
- (B) Where legal, by accepting prize, winner agrees to the use of his/her name, likeness, photo, voice, biographical information, image and other indicia of persona for advertising/publicity/trade purposes by Sponsor and its designees without further compensation or notice. Such advertising/publicity/trade purposes include but are not limited to announcement of the winners at LIBOR'S General Membership meeting on October 23, 2019 with possibly an accompanying video presentation of the winners and their photos/captions. (As between winner on the one hand and LIBOR on the other, LIBOR shall own any and all rights to the video presentation.) Each winner understands and agrees that nothing herein in any way obligates LIBOR to make any such announcement and/or video presentation at the General Membership meeting and LIBOR's decision not to do so shall not result in any liability to LIBOR under any legal theory; and, without limiting the foregoing, LIBOR may choose to announce and/or include in the video presentation some but NOT all winners.

11. Conditions of Participation.

- (A) Sponsor is not responsible for entries/photos/captions that are late, lost, garbled, incomplete, inaccessible, corrupted, jumbled, misdirected, delayed or damaged, regardless of cause, all of which are void; for technological, programming, electronic, or other error/malfunction/failure of any kind which interferes with the functioning of www.lirealtor.com and/or the advertising/offering of the Contest in any respect; for

any inaccurate or incomplete Contest information on www.lirealtor.com whether due to equipment failure, tampering or other cause.

- (B) Entry information will only be used by LIBOR for purposes of Contest administration, including judging, and will not be given to anyone outside of LIBOR and the judges; judges will receive only the information necessary to evaluate entries (photos/captions).
- (C) Sponsor's failure to enforce any provision of these Official Rules in a given instance shall not constitute the waiver of such provision.
- (D) Tampering with the Contest as well as interfering with the intended operation of the Contest or seeking to defraud Sponsor in conjunction with its offering of the Contest will result in disqualification (if applicable).
- (E) **Force Majeure.** If Sponsor determines in its sole discretion that the Contest – in whole or in part – cannot be conducted as originally planned due to any cause beyond its control (e.g., computer virus/bug, tampering, fraud, natural disaster, riot, strike), Sponsor may cancel, modify or suspend the Contest and make the prizes available to be won based on its evaluation of all eligible entries (i.e., photos/captions) received prior to and/or after the action taken by Sponsor or otherwise in a manner that Sponsor in its sole discretion determines is fair, appropriate and consistent with these Official Rules. In such event, Sponsor will post a notice to such effect on www.lirealtor.com.

12. Dispute Resolution/Choice of Law. Any dispute or claim regarding the Contest will be resolved pursuant to the law of State of New York without regard to choice of law/conflict of law rules of New York State or any other jurisdiction which would result in the application of the law of any jurisdiction other than New York State. To the fullest extent permitted by law, any such dispute/claim must be brought individually (NOT as part of a class action) in New York State Court in Suffolk County, New York or in the U.S. District Court for the Eastern District of New York in Central Islip, New York. In any such dispute/claim, one's recovery shall be limited to his/her actual costs in participating in the Contest (if any) with all damages or other forms of recovery being expressly waived.

13. Winners' List. For winners' list, send a self-addressed stamped envelope to Sponsor at the address indicated at the beginning of these Official Rules, with LANDSCAPE CONTEST WINNERS on the outside of the envelope. Winners' list requests must be received by October 15, 2019. Winners' list will be available after October 29, 2019.