OFFICIAL RULES
12th Annual National Park Photo Contest presented by Tamron

Contest Period: March 1, 2022 – August 31, 2022

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

ELIGIBILITY: 12th Annual National Park Photo Contest presented by Tamron (the “Promotion”) is open only to residents of the fifty United States and the District of Columbia who are 21 years or older, at time of entry. Employees of Sponsor, its parents, affiliates and subsidiaries, participating advertising and promotion agencies, and prize suppliers, and their directors, officers, agents, employees, attorneys, and any other person or entity associated with such entities and/or promotion (“Promotion Parties”) (and members of their immediate family and/or those living in the same household of each such employee) are not eligible to participate or win. Void in Puerto Rico and where prohibited by law.

ENTRIES: Beginning March 1, 2022, go to https://www.nationalparktrips.com/contests/national-parks-photo-contest to complete and submit the entry form pursuant to the on-screen instructions. All entries must be submitted by August 31, 2022 at 11:59 PM (MT).

By submitting an entry, each entrant agrees to these Official Rules and warrants that his or her entry complies with all requirements set out in the Official Rules.

Submission of a photo entry grants the Sponsor(s) royalty-free license to publish the entered photo image in any medium without compensation to entrant and to use entrant’s submitted information for any purpose, including marketing and promotion. Photographers retain ownership of their images and may grant additional non-exclusive image licensing rights to other parties.

Photo entries must be digital in JPEG or JPG format and a minimum of 2,500 pixels wide (if a horizontal image) or 2,500 pixels tall (if a vertical image). Images over 10MB in file size will not upload to Sponsor’s system.

The photograph, in its entirety, must be a single work of original material taken by the Promotion entrant. By entering the Promotion, entrant represents, acknowledges, and warrants that the submitted photograph is an original work created solely by the entrant, that the photograph does not infringe on the copyrights, trademarks, moral rights, rights of privacy/publicity or intellectual property rights of any person or entity, and that no other party has any right, title, claim, or interest in the photograph.

Photos should portray an American national park, national monument or other location managed by the National Park Service such as a national historic park or national seashore
https://www.nps.gov/findapark. Up to (3) three photos may be entered into each of (3) three categories: Landscape, Wildlife, and Night Skies.

Photos must not be significantly modified. Modifications that are permitted are: resizing, cropping, color correcting (such as adjusting tone, saturation, etc.), removing red-eye, spot editing, sharpening, removing noise, and similar modifications. Composite images are not allowed - This includes any photo that has elements added or removed. Frames, borders, watermarks and copyright notices are not allowed; such images will not be eligible for awards.

By submitting an entry, each entrant agrees to receive email from Outside Interactive, Inc., National Park Trips and Tamron. Unsubscribe anytime.

Entries using macro, robotic, script or other forms of automatic entry will be disqualified. Proof of submission does not constitute proof of receipt. If there is a dispute as to the identity of the photographer, the prize will be forfeited. Sponsor shall not be liable for entries and winner notification responses that are delayed, lost, misdirected, mis-delivered, incorrect or incomplete, and such entries will not be eligible for this Promotion.

Entrants agree to be bound by the terms of these Official Rules and by the decisions of Sponsor, which are final and binding on all matters pertaining to this Promotion.

**GRAND PRIZE & APPROXIMATE RETAIL VALUE (ARV):**

One (1) Grand Prize Package will be awarded in the Promotion for each of three categories: Landscape, Wildlife and Night Skies. Total ARV of Grand Prize: $1,399 (Prizes have no redeemable cash value).

The Grand Prize Package includes the winner's choice of (1) item listed below.

- Tamron 150-500mm F/5-6.7 Di III VC VXD (Model A057) for Sony mirrorless cameras, ARV: $1399
- Tamron 150-600mm F/5-6.3 Di VC USD G2 (Model A022) for Canon and Nikon DSLR cameras, ARV: $1399
- Any (1) Tamron all-in-one zoom (multiple formats, multiple mounts available, choose from models B018, B061, B028, A071), ARV: $729

Actual value of the prize depends on market conditions at the time of fulfillment. Any difference in value between the states ARV and the actual value of the prize will not be awarded.

**HONORABLE MENTION PRIZES:**
Ten (10) Honorable Mentions will be awarded in each of three categories: Landscape, Wildlife and Night Skies. Each honorable mention winner will be awarded a digital certificate.

GRAND PRIZE WINNER SELECTION AND PRIZE CLAIM: This is a skill-based promotion and chance plays no part in the determination of winners. Winners will be selected from among all correct and eligible entries received on or about one month from the end of Promotion. Winner selection will be conducted by Sponsor. Decisions of the judges are final and binding. The odds of winning will be one camera lens prize out of the number of entries received for each category.

The right to receive the prize is subject to Sponsor’s verification of winner’s eligibility, including verification of age and residency and to the fulfillment of all requirements of these Official Rules.

Sponsor will attempt to notify the winner by email at the email address provided in the winner’s entry. Return of any prize/prize notification as undeliverable may result in disqualification and selection of an alternate winner. It is the entrant’s responsibility to update Sponsor of any change in their email address. The winner may be required to sign and return an Affidavit of Eligibility and/or Liability Release within seven (7) days following the date of first attempted notification. Failure to comply with this deadline may result in forfeiture of the prize and selection of an alternate winner.

If the winner (i) is determined to be ineligible or otherwise disqualified by Sponsor, (ii) fails to respond to Sponsor’s first winner notification email within forty-eight (48) hours of notification or after two (2) attempts (whichever occurs first), (iii) fails to timely provide any information requested by Sponsor or timely execute and return any documents required by Sponsor, the winner will be disqualified and forfeit all interest in the prize in its entirety. Sponsor reserves the right to select an alternate winner or not award the unclaimed prize.

All federal, state, and local taxes, fees, and surcharges and taxes (whether foreign or domestic, and including income, sales, and import taxes) on prizes are the sole responsibility of the winner. Winner may be issued an IRS Form 1099-MISC in the amount of the approximate retail value of the prize (as calculated by Sponsor) and must provide Sponsor with their valid Social Security Number or Taxpayer ID for tax reporting purposes upon request. Noncompliance with the requirements of this paragraph will result in disqualification of the winner and the forfeiture of all interest in the prize.

All costs and expenses associated with prize acceptance and use not specifically provided herein are the sole responsibility of the winner.

Sponsor has no responsibility for the winner’s inability or failure to accept or use any part of the prize as described herein. All prizes are subject to the terms and conditions set forth in these Official Rules and those set forth by the prize suppliers. ALL PRIZES ARE SUBJECT TO AVAILABILITY AND SPONSOR’S APPROVAL. NO CHANGES ARE PERMITTED ONCE ANY CHOICES HAVE BEEN MADE, EXCEPT WITH THE WRITTEN APPROVAL OF SPONSOR. If the winner is unable to use the prize during the time period determined by Sponsor, the winner forfeits the prize in its entirety and if time permits, Sponsor will select a substitute
winner at random from among all remaining eligible entries. If the winner is disqualified and there is no time to reasonably select a substitute winner, Sponsor reserves the right not to select a substitute winner and to retain the related prize. In case of prize forfeiture, no further compensation is due to the winner from Sponsor.

Each prize is awarded "as is" with no warranty or guarantee, either express or implied outside of suppliers’ limited warranties. No transfer, assignment or substitution of a prize permitted, except Sponsor reserves the right to substitute prize for an item of equal or greater value in the event an advertised prize is unavailable. The right to receive the prize cannot be redeemed for cash. If a prize (or any part of the prize package) is unavailable, Sponsor, in its discretion, reserves the right to substitute the prize or prize component with a prize or component of equal approximate retail value or specifications. In addition, Sponsor reserves the right to cancel, postpone, modify, or reschedule any prize or prize component, including without limitation any event or travel-related element of the prize, if it deems in its sole, reasonable discretion, that participation in an event or travel shall create an unreasonable risk to the health or safety of the winner or any other third-party due to the propagation of the COVID-19 virus, or if official restrictions on travel or other government actions in connection with the COVID-19 virus make the award of a prize or component impractical, without any obligation to award a substitute prize or prize component.

LIMITATION OF LIABILITY AND RELEASE: TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE (I) SPONSOR SHALL NOT BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR CONNECTED WITH (A) THE PROMOTION, OR (B) ANY PRIZE AWARDED AND (II) YOUR REMEDIES FOR ANY CLAIMS RELATING THE PROMOTION ARE LIMITED TO YOUR ACTUAL OUT-OF-POCKET EXPENSES OF PARTICIPATION IN THE PROMOTION (IF ANY).

By participating in the Promotion, entrants agree that the Promotion Parties shall not be liable for any and all liability, claims, damages, costs, losses or injuries, including any third party claims, damages, losses or injuries, directly or indirectly, whether caused by negligence or not, arising from or relating to, in whole or in part, (i) your participation in this Promotion, including without limitation entry and participation in this Promotion and acceptance, possession, use or misuse of the prizes; (ii) electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry information by Sponsor or presenter on account of technical problems or traffic congestion on the Internet or at any Web site or any combination thereof; (iii) unauthorized human intervention in any part of the entry process or the Promotion, or (iv) electronic or human error which may occur in the administration of the Promotion or the processing of entries, including, without limitation, incorrect, delayed or inaccurate transmission, winner notifications, prize claims or other information or communications relating to the Promotion, or the failure to capture or transmit any such information or any errors in these Official Rules. In the event of any ambiguity or error(s) in these Official Rules, Sponsor reserves the right to clarify or modify these Official Rules however it deems
appropriate to correct any such ambiguity or error(s). If due to an error or for any other reason, more legitimate prize claims are received than the number of prizes stated in these Official Rules, Sponsor reserves the right to award only one (1) prize from a random drawing from among all eligible entrants. In no event will more than the stated number of prizes (i.e., one (1) prize) be awarded. Sponsor is not responsible for any printing, typographical, mechanical or other error in the printing of the offer, administration of the Promotion or in the announcement of the prize.

If an entrant is a California resident, such entrant hereby waives California Civil Code Section 1542, which states, “A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which, if known by him or her must have materially affected his or her settlement with the debtor.”

All entrants further agree that in the event of any third party claims, damages, losses or injuries, arising from or relating to entrant’s participation in this Promotion or use of the prizes, they will indemnify and hold harmless the Promotion Parties for any and all such claims, including attorneys’ fee related thereto.

**SPONSOR’S RESERVATION OF RIGHTS:** Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If any provision of these Official Rules is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced. If for any reason the Promotion is not capable of being safely executed as planned, including, without limitation, as a result of war, natural disasters or weather events, labor strikes, acts of terrorism, pandemic infection (including without limitation, events related to the COVID-19 virus), or other force majeure event or infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes which in the opinion of and/or Promotion Parties, corrupt or affect the administration, security, fairness, integrity, or proper conduct and fulfillment of this Promotion, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion. Sponsor reserves the right to select winners from eligible entries received as of the termination date.

Sponsor further reserves the right to disqualify any individual who tampers with the entry process. Sponsor may prohibit an entrant from participating in a Promotion or winning a prize if it determines that said entrant is attempting to undermine the legitimate operation of the Promotion by cheating, hacking, deception or other unfair playing practices or intending to abuse, threaten or harass other entrants of any Promotion Parties. **CAUTION:** ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE, TAMPER WITH THE ENTRY PROCESS, OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO COOPERATE IN THE PROSECUTION OF ANY SUCH INDIVIDUAL(S) AND TO PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW.
GOVERNING LAW AND JURISDICTION: COLORADO STATE LAW, WITHOUT REFERENCE TO COLORADO CHOICE OF LAW RULES, GOVERNS THE PROMOTION AND ALL ASPECTS RELATED THERETO, AND THE FORUM AND VENUE FOR ANY DISPUTE RELATING TO THE PROMOTION SHALL BE IN A FEDERAL OR STATE COURT OF COMPETENT JURISDICTION IN THE STATE OF COLORADO. ENTRANT HEREBY SUBMITS TO THE PERSONAL JURISDICTION OF THE STATE OR FEDERAL COURTS OF THE STATE OF COLORADO AND WAIVES ALL RIGHTS TO CONTEST SUCH JURISDICTION.

PUBLICITY: Acceptance of the prize constitutes permission for Sponsor and its agencies to use the winner’s name and/or likeness, biographical material and/or entry (including an altered form of the entry) for advertising and promotional purposes without additional compensation, unless prohibited by law.

PRIVACY: Any personally identifiable information collected during an entrant’s participation in the Promotion will be collected by Sponsor or its designee and used by Sponsor for the proper administration and fulfillment of the Promotion and as otherwise described in these Official Rules and Sponsor’s privacy policies, located at https://outsideinc.com/privacy-policy/.

COMMUNICATIONS: By entering this Promotion, you agree to receive email and/or mail from the Sponsor and those involved in the development, production, implementation and distribution of this Promotion.

WINNER’S LIST: For the name of the winner, place a self-addressed, stamped business-sized envelope in an envelope and mail it to: National Park Trips, ATTN: 12th Annual National Park Photo Contest presented by Tamron – Winner’s List, 1600 Pearl St., Ste. 300, Boulder, CO 80302. Requests must be received no later than sixty (60) days after the announcement of the winner.

SPONSOR:

Outside Interactive, Inc. 1600 Pearl St., Ste 300, Boulder, CO 80302