



## **OFFICIAL PHOTO CONTEST RULES**

Please read these rules before entering the Alabama Ag Credit 2020 Photo Contest. For more information or questions, please call 334-270-8687, or inquire by email to [Brooklyn.George@AlabamaAgCredit.com](mailto:Brooklyn.George@AlabamaAgCredit.com).

### Eligibility:

No purchase is necessary to enter or win. Offer void where prohibited or restricted by law. All applicable federal, state and local laws apply. The Contest is open ONLY to customers, employees, and friends of Alabama Ag Credit ("AAC") who are legal residents of the United States (excluding Puerto Rico) who are 19 years of age or older and who have a valid email address and mailing address. Participation and entry in this Contest constitutes entrant's full and unconditional agreement to these Rules and AAC's decisions, which are final and binding in all matters relating to this Contest.

### Contest Period:

The Contest begins on or about 12 a.m. Central Daylight Time on August 19 and ends at 11:59:59 p.m. CDT on September 30. Computer is the official time keeping device for this Contest.

### How to Enter:

Photos must be original photos taken by the contestant within Alabama. Suggested themes include: Country Kids, Baby Farm Animals, Flowers, Outdoor Landscape Scenes, Nature Scenes, Harvesting of Crops, Sunrises, Sunsets, Barns, Silos, Wildlife, Classic and Antique Farm Equipment. These ideas are provided as suggested themes only. The Contest is open to all creative work and you do not have to limit yourself to these ideas or themes. You may submit new ideas or any combination of the above themes. All photos must be at least 1 MB in size.

All entries must be submitted online.

Entries are limited to three (3) photos per person. After submitting three (3) photos, any additional photos submitted by an individual will not be considered.

### Validity of Entries:

Entries that are altered, incomplete, illegible, tampered with or submitted in a way other than described in these rules, are not eligible. AAC reserves the right to disqualify any such entry. The right to disqualify any entry for any other reason is also reserved by AAC, in its sole subjective discretion.

### Disputes Regarding Identity:

Entries are deemed to have been made by the authorized account holder of the e-mail address which submitted the entry. The "authorized account holder" is the natural person assigned the address by the Internet access provider, online service provider or other organization (such as a business or educational institution) responsible for the domain. AAC and its representatives may – at any time and in their sole discretion – require proof that Contest participants are indeed the authorized account holder.

### Consent:

By entering the Contest, participants give AAC express permission to be contacted by telephone, e-mail and/or postal mail. Participants also give AAC express permission to use their entry, city of residence, likeness, name, and related information for any purpose without additional compensation.

Furthermore, by entering the Contest you confirm, represent and warrant to AAC that for each photo submitted:

- You are the only author of your work and that it is your original work
- You are the sole copyright holder
- You have not licensed any rights in the work that will conflict with the usage rights required by Alabama Ag Credit.
- You have the permission of any persons in the work, or if they are under 18, the consent of their parent or guardian to grant the usage rights required by Alabama Ag Credit
- You have permission from the owners of property shown in the work to grant the usage rights required by Alabama Ag Credit
- That it does not include trademarks, contract rights, or any other intellectual property rights of any other third person or entity
- That it does not contain names, likenesses, or other characteristics identifying celebrities or other public figures, living or dead
- You will be responsible for any claim made by any third party in respect of your entry and to fully indemnify Alabama Ag Credit in respect of all royalties, fees and any other monies owing to any person or entity by reason of your breaching any of the foregoing. Alabama Ag Credit reserves the right, in its sole discretion, to disqualify any entry that does not comply with any of the above, even after the entry is submitted on the competition website.

#### Drawing and Awarding Prizes:

Judging of photo entries for the purpose of voting will be done by AAC based on its sole subjective discretion and its subjective opinion regarding the artistic quality and content of photos.

Voting will take place online on or about August 19-September 30. Voting is open to the public and limited to one time per person, per day. At the end of the voting period, the photo entries in each category that receive the top three number of votes will be awarded 1<sup>st</sup> place, 2<sup>nd</sup> place, and 3<sup>rd</sup> place accordingly.

Cash Prizes Awarded for each category: 1st Place - \$300. 2nd Place - \$200. 3rd Place - \$100. Winning a prize (a "Prize") in this Contest is contingent upon fulfilling all requirements in these Rules. On or about October 7, AAC will announce the six (6) winners from all eligible entries. If a winner is unreachable, deemed ineligible, or fails to claim their prize within three (3) days, they forfeit the prize. AAC and its representatives, at their discretion, may award the prize to another entrant. Prizes are not transferable. All federal, state and local taxes are the sole responsibility of the winners.

AAC reserves the right to confirm Contest participant eligibility and consent of individuals appearing in photo. Winners may be required to complete, sign and return an affidavit of eligibility before receiving their prize. If any winner does not execute such an affidavit upon request, the entry will be disqualified, and the prize will be forfeited. The prize may (or may not) be awarded to another entrant at AAC's sole discretion.

The names of the winners (but not their email addresses) will be announced and featured in the 2021 Alabama Ag Credit Calendar and the Alabama Ag Credit Landscapes Magazine, and will be available online on or about October 16 at [www.AlabamaAgCredit.com](http://www.AlabamaAgCredit.com). They are also available by sending a request, together with a self-addressed stamped envelope to:

Alabama Ag Credit  
2660 Eastchase Ln, Suite 401, Montgomery, AL 36117  
ATTN: Director, Marketing and Public Relations

Privacy:

AAC will be collecting personal data about participants in the Contest in accordance with AAC's privacy practices. Please review AAC's privacy practices at <https://www.alabamaagcredit.com/privacy-practices>, or go to [www.AlabamaAgCredit.com](http://www.AlabamaAgCredit.com) and click on the hyperlink to the "Privacy Practices" found at the bottom of the homepage. By participating in the Contest, you agree to AAC's collection and usage of your personal information and acknowledge that you have read and accepted AAC's privacy practices.

Limitation on Liability:

If, for any reason, the Contest cannot be conducted as planned, AAC reserves the right to cancel, modify, suspend or terminate the Contest. AAC also reserves the right to change these rules at any time, at its sole discretion. AAC, its affiliates and representatives are not responsible or liable for inaccurate transmission or failure to receive entries for any reason whatsoever. AAC, its affiliates and representatives are not responsible or liable for any entry or other communication which is damaged, illegible, incomplete, late, lost, misdirected or returned. AAC, its affiliates and representatives are not responsible or liable for defects, delays, deletions, destruction, errors, interruptions, omissions, theft, and unauthorized access to or alteration of entry materials. AAC, its affiliates and representatives are not responsible or liable for any electronic computer, hardware, network, software or technical malfunctions of any kind. AAC, its affiliates and representatives are not responsible or liable for any injury or damage to any computer related to or resulting from any entry.

General Release:

By entering the Contest each entrant releases, holds harmless and indemnifies AAC, its affiliates, representatives, their related companies and each of their respective agents, directors, employees, officers and other representatives from any liability whatsoever for any claims, costs, damages, injuries, or losses of any kind arising out of, or in connection with the Contest or the Prize. Acceptance, possession and use of any Prize further releases AAC and its affiliates, representatives, and their related companies from any liability whatsoever for any claims, costs, injuries or losses related to personal damages, deaths, injuries, destruction of property, rights of publicity or privacy, defamation or portrayal in a false light.

Choice of Law; Venue:

By entering the Contest, participants agree that all issues and questions concerning the construction, enforceability, interpretation and validity of these rules shall be governed by the laws of the State of Alabama, without regard to conflict of law principles. By entering the Contest, participants agree that all personal rights and obligations, and the rights and obligations of AAC in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Alabama. By entering the Contest, participants consent to the jurisdiction and venue of the federal, state and local courts located in Montgomery County, Alabama.

Miscellaneous:

By entering the Contest participants agree to be bound by these rules and the decisions of AAC. Participants agree these rules and decisions are final and binding in all respects. ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY DAMAGE THE AAC WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. IN THE EVENT SUCH AN ATTEMPT OCCURS, AAC RESERVES THE RIGHT TO SEEK DAMAGES FROM SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.