

## WHITE CHAPEL TULIP FESTIVAL PHOTO CONTEST OFFICIAL RULES

### NO PURCHASE NECESSARY TO PARTICIPATE OR WIN

**ELIGIBILITY:** The Tulip Festival Photo Contest ("Contest") is open to legal residents of the 50 United States and District of Columbia, who are 18 years of age or older. Employees of White Chapel Memorial Association ("Sponsor"), and its respective parents, affiliates, subsidiaries, and advertising and promotion agencies, and their immediate family members (spouse, parent, child and sibling and their respective spouses, regardless of where they reside) and/or those living in same household of each, whether or not related, are not eligible to participate or win. Void where prohibited by law. Sponsor reserves the right to verify all eligibility requirements. Contest is subject to all applicable federal, state and local laws and regulations.

#### **HOW TO ENTER:**

Limit: All entries must be of photos taken at White Chapel Memorial Park Cemetery, 621 West Long Lake Road, Troy, MI 48098. Up to five (5) total entries per person in the photography category and up to five (5) total entries per person in the "Selfie" category. Entries in excess of five (5) per category, per person may be disregarded by the Sponsor. Additionally, each entry may not have won previous awards and may not have been previously published. Entries that are found to have won previous awards or to have been published as part of a previous photo contest will be disqualified. There is no fee to enter. Entries will not be returned.

Submission Subjects: Photographs should be in keeping with the general theme of the tulip festival, including, but not limited to, photos of tulips or which include tulips in the photograph. For purposes of this contest, "selfies" are defined as photographs that one has taken of oneself, typically one taken with a smartphone or webcam.

*How to Submit Entry: Visit <https://www.whitechapelcemetery.com>, click the "**CLICK HERE FOR CONTEST DETAILS**" button to review the contest details, then choose the "**Submit Your Contest Photos CLICK HERE!**" button to go to the submission page. Agree to the contest terms and conditions, then complete the online entry form and follow the directions provided to upload your photograph(s). You (the "Entrant") will automatically receive an email confirmation of your entry which will be sent to the address with which you entered. All entries must be received by 11:59 p.m. Eastern Time ("ET") on May 23, 2021. Online Entry Submission Format: Photos must be submitted in .JPG, .GIF, or .PNG format and each upload cannot exceed 10mb in total size.*

Entry must be the original work of the entrant and entrant must be the sole owner of the copyright of such entry. Entry must be in keeping with the Sponsor's image and may not be inappropriate or offensive, as determined by the Sponsor, in its sole discretion, nor can it defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or property rights or any other third-party rights. Sponsor reserves the right, in its sole discretion, to disqualify any entry it deems to be offensive, inappropriate, that is not in keeping with Sponsor's image or that is otherwise not in compliance with the terms of these Official Rules. Entrant must have obtained express written consent to submit any entry that contains persons other than entrant or third-party elements not owned by entrant and, if requested to do so, produce such written consent from appropriate parties in a form and manner acceptable to Sponsor.

By submitting an entry, you agree to indemnify and hold the Sponsor, its affiliates, officers, and employees harmless against any claim that (1) the photo entry is not your original work, (2) you are not the sole owner of the copyright of said entry, (3) the entry in any way defames or invades the publicity rights or privacy of any living or deceased person, or otherwise infringes upon any person's personal or property rights or any other third party rights, or (4) the entry is submitted without the permission of the person(s) depicted in the entry or such person's parents or legal guardian.

**JUDGING:** All eligible entries received will be pre-screened by the Sponsor and, at the Sponsor's discretion, posted in the Online Gallery at <http://tulips-2021.smugmug.com/> between 12:01 a.m. ET on April 26, 2021 and 11:59 p.m. ET on May 23, 2021 ("Online Voting Period") and Eligible visitors to the site will have a chance to vote for their favorite entries both within the Gallery and on Social Media ONLY if the entry has been enabled using the SmugMug "Share" button and functionality. Votes generated by script, macro or other automated means or with the intent to impair the integrity of the voting process will be void. The popularity of each photograph submitted as part of the Contest, as determined by the number

of online votes received by each such Photograph, will be taken into consideration by the Sponsor when judging the submissions. Prize winners will be determined from among all eligible entries received by a panel of qualified judges chosen by Sponsor, based equally on the following criteria: Popularity of the photograph in online voting, Adherence to Theme, Composition and Creativity/Originality ("Judging Criteria"). The entrants who submitted the entry receiving the highest scores, as determined by the Sponsor in its sole discretion, will be awarded prizes as outlined herein.

In the event of a tie for any prize, an additional "tie-breaking" judge will determine the applicable winner from among those tied using the Judging Criteria. Sponsor reserves the right to not award any prize if, in its sole discretion, an insufficient number of eligible and qualified entries are received. Decisions of Sponsors and judges are final and binding.

**WINNER NOTIFICATION:** Winners will be notified by telephone, mail and/or e-mail on or about June 18, 2021 and will be required to execute and return an Affidavit of Eligibility and Liability and, unless prohibited, a Publicity Release (including a Publicity Release signed by each of the entrant and each person appearing in the winning photo, or if the photo is of a minor, by such minor's parent or legal guardian), a W-9 Form and any additional documents that may be required by prize provider within fourteen (14) days of date of issuance. Noncompliance with this time period or with these Official Rules, or the return of any prize notification as undeliverable, may result in disqualification and, at the Sponsor's discretion, the prize will be awarded to an applicable runner-up.

**PRIZES: First Prize:** A \$500 gift card (such as MasterCard gift card). **Second Prize:** A \$200 gift card (such as MasterCard gift card). **Third Prize:** A \$100 gift card (such as MasterCard gift card). **"Selfie" Prize:** a \$200 app gift card (such as Apple Store or Google Play gift card).

All federal, state and local taxes as well as any costs and expenses associated with prize acceptance and use not specified herein as being awarded are sole responsibility of each winner. Prizes are awarded "as is" with no warranty or guarantee, either express or implied by the Sponsor. Limit one (1) prize per household.

**USE OF ENTRY:** By submitting an entry, Entrant grants Sponsor and its designees an irrevocable, royalty-free, non-exclusive, worldwide, perpetual license to use the entry and his/her name, city and state of residence for credit purposes in Sponsor's promotional purposes, without further compensation, notification or permission, unless prohibited by law. In addition, each winner grants to the Sponsor and its designees an irrevocable, royalty-free, non-exclusive, worldwide, perpetual license to use and distribute the entry (as submitted, or as cropped by Sponsor), and his/her name, city and state of residence for credit purposes, in any and all media now or hereafter known, including without limitation in Sponsor's website(s), for purposes of promotion of this Contest and other Sponsor contests and/or for purposes of advertising and promoting Sponsor and, except as otherwise stated herein, without further compensation, notification or permission, unless prohibited by law.

**Use of Personal Information:** Your personal information collected in connection with this Contest may be used by Sponsor, its subsidiaries and/or affiliates for its marketing and promotional purposes. Sponsor will not sell the entrant's personal information.

**MISCELLANEOUS:** Released Parties (as defined below) are not responsible for late, lost, garbled, damaged, incomplete, delayed, undelivered, or misdirected entries or photographs or for computer, technical, printing, typographical, human or other errors relating to or in connection with the Contest, including, without limitation, inability to access any website associated with the Contest, errors which may occur in the administration of the Contest, the processing or judging of entries, the announcement of the prizes or in any Contest-related materials. If for any reason the Contest (or any portion thereof) is not capable of running as planned, including infection by tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Contest and, if terminated, at their discretion, determine winners from among all non-suspect, eligible entries received up to time of such action using judging procedure described above. By participating, entrant agrees (i) to be bound by the terms of these Official Rules and the decisions of the Sponsors and judges, which are final and binding in all respects, and (ii) to hold Sponsor and its respective parents, affiliates, subsidiaries, prize suppliers and advertising and promotion agencies, and the respective directors, officers, employees and agents of the foregoing (collectively, the "Released Parties"), harmless against any and all claims and liability arising, in whole or in part, directly or indirectly, out of or in connection with participation in this Contest, acceptance and use of any prize or Released Parties' use of any of the rights granted herein. Sponsor may disqualify (and void all associated entries) anyone from participating in the Contest or winning a prize if, in its sole discretion, it determines that such person is attempting to undermine the legitimate operation of the Contest by cheating, deception or other unfair practices, or intending to annoy, abuse, threaten or harass any other entrant or

Sponsor's representatives or who is otherwise not in compliance with the terms of these rules. ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

**WINNERS' LIST:** For the list of winners (available after July 9, 2021), please see the Sponsor's website at <https://www.whitechapelcemetery.com>, click the "**Click here to learn more about our winners**" button or send a separate, stamped, self-addressed envelope to: White Chapel Tulip Festival Photo Contest Winners' List, 621 West Long Lake Road, Troy, Michigan 48098.

**SPONSOR:** White Chapel Memorial Association, 621 West Long Lake Road, Troy, MI 48098