

Photo Contest 2013 – Portland Nursery Company

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST.

By entering this Contest, entrants accept and agree to be bound by these Official Rules. Any violation of these rules may result in disqualification. All decisions of the judges regarding this contest are final and binding in all respects.

CONTEST PERIOD:

All entries must be received (and adhering to the submission requirements listed in the official rules to be considered eligible) by midnight (PDT), September 30th, 2013.

ELIGIBILITY:

This contest is open to anyone except owner, staff (year-round and seasonal) and their families, the judges and their families, owner, staff and families of the prize giving companies, or anyone residing in the same household as any of the above.

HOW TO ENTER:

Visit www.portlandnursery.com during the Contest Period and follow the instructions to submit photographs. You must include an original digital photo that is 5 MB or smaller in file size. Entrants represent and warrant that their Submission is the original work of such entrant, it has not been copied from others, and it does not violate the rights of any other person or entity. For example, the Submission may not contain any copyrighted material, unless owned by the entrant. Submissions must not contain any defamatory, obscene or otherwise unlawful matter or depict any illegal act, any violent or pornographic material or any other inappropriate content such as illegal drug use, nudity or hate speech and will not reflect adversely on the Sponsors. The Sponsors in their sole discretion, reserve the right to disqualify any Submission deemed inappropriate or offensive. All entrant information, including email address, is subject to the respective Privacy Policy of the applicable Sponsor.

WINNER SELECTION AND NOTIFICATION:

All entries will be judged during the first week of October 2013, by a panel comprised of employees of Portland Nursery Company and selected guest judge. The panel will select three finalists in each subject category, based on creative expression and quality of the image. The three finalists' entries in each category will be available on Portland Nursery's Facebook page from October 8th through October 23rd for final voting by those who have access to the page (by "liking" Portland Nursery). Individuals may vote one time and may vote for only one photo in each category. At the end of the voting period the photo receiving the highest number of votes in each category will be declared the category winner. In the case of a tie, the judging team will make the final decision. In the event of voting irregularities and/or voting fraud with a finalist photo, the Sponsor reserves the right to disqualify that finalist photo.

Any potential winner will be notified by mail, email and/or telephone. If a potential winner cannot be contacted, does not respond within three (3) business days from the date the

Sponsor first tries to notify him/her, and/or the prize or prize notification is returned as undeliverable, such potential winner forfeits all rights to win the contest or receive the prize, and the first runner-up photo becomes the potential winner. Upon contacting a potential winner and determining that he/she has met all eligibility requirements of the contest, including without limitation the execution of required waivers, publicity and liability releases and disclaimers, such individual will be declared the “winner” of the contest category.

PRIZE DESCRIPTION:

The winner in each category will receive a Portland Nursery gift card in the value amount of one-hundred dollars (\$100). In addition, they may choose from a list of designated recipients, and the chosen organization/school/project will receive a cash donation of five-hundred dollars (\$500) from event co-sponsor Whitney Farms.

Winning photos will be displayed at both Portland Nursery locations and on the Portland Nursery website.

TAXES:

All federal, state and/or local income and other taxes, if any, are the winner’s sole responsibility.

OWNERSHIP AND LICENSE:

All entry materials become the property of the Sponsor and will not be acknowledged or returned. The copyright in a Submission shall remain the property of the Entrant, but entry into this contest constitutes entrant’s irrevocable and perpetual permission and consent, without further compensation or attribution, to use such Submission for editorial, advertising and publicity purposes by the Sponsor and/or others authorized by the Sponsor, in any and all media now in existence or hereinafter created, throughout the world, for the duration of the copyright in the Submission. Sponsor and/or others authorized by the Sponsor shall have the right to edit, adapt and modify the Submission.

NO PRIZE TRANSFER OR SUBSTITUTION:

No prize or any portion thereof is transferable or redeemable for cash.

CONSENT AND RELEASE:

By entering the Contest, each Entrant releases the Sponsors and Judges from all liability whatsoever in connection with the Contest, without limitation.

Acceptance of a prize constitutes the consent of any winner, without further compensation, to use the name and likeness of such winner and his/her photo for editorial, advertising and publicity purposes by the Sponsor. If winner is deemed to be a minor, a signature of parent or legal guardian may be requested to establish eligibility and consent and release.

DISCLAIMERS:

Entries that are lost, late, misdirected, incorrect, garbled or incompletely received, for any reason, including by reason of hardware, software, browser or network failure, malfunction, congestion or incompatibility at Sponsor's servers or elsewhere, will not be eligible. In the event of a dispute, entries will be deemed submitted by the authorized account holder of the email address submitted at the time of entry. The Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of the web site. Sponsor further reserves the right to cancel, terminate or modify the Contest if it is not capable of completion as planned, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, or technical failures of any sort.

Note: Any attempt by an entrant to deliberately damage the website or undermine the legitimate operation of this contest may be a violation of criminal and/or civil laws, and should such an attempt be made, Sponsor reserves the right to seek remedies and damages (including without limitation, attorneys' fees) from any such Entrant to the fullest extent of the law, including criminal prosecution.