

Wild Birds Unlimited Inc. GBBC #SaveTheSongBirds Photo Contest

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER THE **GBBC #SaveTheSongBirds PHOTO CONTEST**. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED. THIS CONTEST IS THE PROMOTION OF WILD BIRDS UNLIMITED INC. BY PARTICIPATING, ENTRANTS AGREE TO THESE OFFICIAL RULES. FACEBOOK IS IN NO WAY SPONSORING, ENDORSING ADMINISTERING OR ASSOCIATED WITH WILD BIRDS UNLIMITED INC. OR THIS CONTEST.

1. **CONTEST PERIOD:** The Wild Birds Unlimited Inc. GBBC #SaveTheSongBirds Photo Contest begins 8:00 a.m. Eastern Time on February 14, 2020 and ends 11:00 p.m. Eastern Time on the February 17, 2020 ("Time Period").
2. **ELIGIBILITY:** The GBBC #SaveTheSongBirds Photo Contest is open to legal United States and Canada residents who are 13 years of age or older at the time of entry. Employees of Wild Birds Unlimited, Inc., franchisees, its affiliates, its third party service providers, product vendors and the directors, officers, employees and agents of each of them and their immediate families and/or household residents are not eligible to enter. By participating, entrant agrees to abide by these Official Rules and the decisions of Wild Birds Unlimited Inc. which are final and binding in all respects. This contest is void outside of the United States, Canada and where prohibited. All entries must be received by 11:00pm Eastern Time on the last day of the GBBC #SaveTheSongBirds Photo Contest Time Period. Incomplete entries are void. By entering, entrants acknowledge compliance with these Official Rules, including all eligibility requirements. Entrants waive all rights and remedies at law or in equity for any claim they may have relating to this contest. Wild Birds Unlimited, Inc. will determine eligibility. In the event of a dispute about the identity of an entrant, each entry will be declared made by the registered Facebook profile holder from which the entry photo is submitted. With respect to any winning entry, the winner may be required to provide Wild Birds Unlimited Inc. with proof that the person is the registered Facebook profile holder associated with the winning entry.
3. **HOW TO ENTER:** Post a photo of a bird, a feeder or where you plan to count birds during the 2020 Great Backyard Bird Count on the Wild Birds Unlimited Inc. Facebook page using the hashtag #SaveTheSongBirds. By posting, you will be automatically entered in the contest. Wild Birds Unlimited Inc., and Facebook are not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, access providers, computer equipment, software, failure of any internet access or entry to be received by Wild Birds Unlimited Inc. on account of technical problems or traffic congestion on the Internet or at any web site, or any combination thereof including any injury or damage to an entrant's or any other person's computer related to or resulting from entry of any materials in this contest. Wild Birds Unlimited reserves the right, in its sole discretion, to cancel or suspend the contest should a virus, bug or other cause beyond the reasonable control of Wild Birds Unlimited Inc. corrupt the security or proper administration of it. Any attempt to deliberately damage any web site or undermine the legitimate operation of this contest is a violation of criminal and civil laws, and should such an attempt be made, Wild

Birds Unlimited Inc. reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution. Please be courteous, and do not submit inappropriate images as those images will be removed. A maximum of one (1) eligible entry per Facebook account is permitted in the GBBC #SaveTheSongBirds Photo Contest Time Period.

4. PHOTO REQUIREMENTS:

- Submitted photos must be the property of the entrant.
- The entrant may be the only person shown in the photo.
- Each entry must include the hashtag #SaveTheSongBirds along with the photo submitted.
- Any entry or portion thereof that, in the Wild Birds Unlimited sole discretion of, is obscene, profane, lewd or defamatory; contains any third party materials, or otherwise displays, violates or infringes (or may infringe) any copyright, trademark, logo, mark that identifies a brand or other proprietary right of any person living or deceased (including but not limited to rights of privacy or publicity or portrayal in a false light) or entity; includes anti-social, political, religious or special interest groups, a commercial solicitation or promotional materials, or address, phone number, or URL address; is otherwise objectionable, will be disqualified and removed from the site.
- Photos must be uploaded in accordance with the specifications set forth in these Official Rules and Facebook.
- By entering, you understand that your entry/Photo will be posted online, on the Wild Birds Unlimited Inc. Facebook page, to be viewed, liked, shared and commented on by members of the general public.
- Clothing worn in any submitted photo should not contain any visible logos, drawings, cartoons, phrases, trademarks or other third-party materials.
- Photos must be in keeping with Wild Birds Unlimited Inc. image and may not be offensive, as determined by Wild Birds Unlimited Inc. in its sole discretion.
- Entrants may not copy or otherwise plagiarize the Photo entry from any source.
- Wild Birds Unlimited has the sole discretion to determine whether a Photo qualifies as an entry. Any Photo not in compliance with the above will be disqualified.
- Normal Internet access and usage charges imposed by entrants' online service will apply.
- No information regarding entry or photos, other than as otherwise set forth in these Official Rules will be disclosed.

5. SPONSOR AND ADMINISTRATOR: The Sponsor of the GBBC #SaveTheSongBirds Photo Contest is Wild Birds Unlimited Inc. The Administrator of the GBBC #SaveTheSongBirds Photo Contest is Wild Birds Unlimited Inc. Administrator will conduct the contest as described in these Official Rules.

6. SELECTION OF WINNER AND ODDS OF WINNING: Winners will be randomly selected at the end of the GBBC #SaveTheSongBirds Photo Contest time period. Odds of winning depend on the number of entries in the time period. A total of five (5) winners will be randomly selected.

7. LICENSE AND RELEASE:

a. By entering the GBBC #SaveTheSongBirds Photo Contest, you give Wild Birds Unlimited Inc. permission to contact you directly via Facebook or Facebook Messenger to seek an exclusive, royalty-free, world-wide, perpetual and irrevocable right and license to display, distribute, reproduce, publish and create derivative works of the entry photo, in whole or in part, in any media now existing or subsequently developed, for any Wild Birds Unlimited Inc. purpose, including, but not limited to advertising and promotion of Wild Birds Unlimited, Inc. products and its website, exhibition, and commercial products. Wild Birds Unlimited, Inc. will not be required to pay any additional consideration or seek any additional approval in connection with such uses.

b. Except where prohibited, once Wild Birds Unlimited Inc. receives above license and release of photo, entrant agrees to hold harmless Wild Birds Unlimited, Inc. and its affiliates and the officers, directors, employees and agents of each (individually and collectively for the purposes of this Paragraph) from and against any injuries, losses or damages related in any way to the entrant's participation in this promotion, including Wild Birds Unlimited, Inc. reliance upon the entrant's compliance with these rules, and the entrant's agreement that Wild Birds Unlimited, Inc. may use his or her name and/or biographical data for advertising and promotional purposes on any and all media without additional compensation.

8. **DISPUTES AND LIMITATION OF LIABILITY:** Entrant agrees that: (A) any and all disputes, claims, and causes of action arising out of or connected with the GBBC #SaveTheSongBirds Photo Contest shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court in Hamilton County, Indiana, USA; (B) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the GBBC #SaveTheSongBirds Photo Contest but in no event attorneys' fees; and (C) under no circumstances will entrant be permitted to obtain awards for (and entrant hereby waives all rights to claim) punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Wild Birds Unlimited Inc. in connection with the GBBC #SaveTheSongBirds Photo Contest, shall be governed by, and construed in accordance with, the laws of the State of Indiana, without giving effect to any choice of law or conflict of law rules (whether of the State of Indiana or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Indiana. All federal, state and local laws and regulations apply.

9. **PRIZES:** Five (5) *The Joy of Bird Feeding* books, \$28 value each. One prize per contest winner.

For a copy of the Official Rules, mail a self-addressed stamped envelope by first class mail to Wild Birds Unlimited Inc., 11711 N College Ave., Suite 146, Carmel, Indiana 46032, attention Marketing Department. Contest entrants are hereby authorized to copy these official rules on the condition that it will be for their personal use and not for any commercial purpose whatsoever.