

# GARDEN VIDEO CONTEST TERMS AND CONDITIONS

## 1. INTERPRETATION:

**"Contest"** means the prize giveaway called NANPS Garden Video Contest, as further described herein;

**"Contest Rules"** means these rules and any other requirements of law;

**"NANPS"** means the North American Native Plant Society;

**"Prize"** means :

In each of the two categories (New Native Plant Gardener and Experienced Native Plant Gardener):

1. one First Place Prize of \$150 CAD
2. one Second Place Prize of \$75 CAD
3. one Third Place Prize of \$25 CAD

**"Participant"** means an individual who has entered the Contest, as further described herein.

**1. NO PURCHASE IS NECESSARY TO ENTER OR WIN.** The North American Native Plant Society Garden Video Contest begins at 12:01 a.m., May 1, 2022 and ends at 11:59 p.m. September 1rd, 2022. For purposes of these Official Rules, all times are Pacific Time ("PT").

**2. ELIGIBILITY:** The Contest is open to residents of the 50 United States and the District of Columbia, and Canada (excluding Quebec) over the age eighteen (18). Void in Puerto Rico and where otherwise prohibited or restricted by law. The Contest shall be staged in compliance with all applicable federal, state, and local laws and is void where otherwise prohibited.

**3. Agreement to Rules:** By participating, Participants agree to be fully and unconditionally bound by these Official Rules. Participants represent and warrant that they meet the eligibility requirements set forth herein. In addition, Participants agree to accept the decisions of NANPS, as final and binding as it relates to the Contest.

**4. How to Enter:** To enter, Participants must send their video to [nanps@nanps.org](mailto:nanps@nanps.org). The video must be all original content, and no more than five (5) minutes long. The entry must fulfill all Contest requirements, as specified, to be eligible to win a prize. Entries that are not complete or do not adhere to the Official Rules may be disqualified at the sole discretion of NANPS. Use of fraudulent methods or otherwise attempting to circumvent the Official Rules shall be grounds for immediate removal and ineligibility from the Contest, at the sole discretion of NANPS.

All video submissions must be received by the September 1st deadline. NANPS is not responsible for late or unsuccessful attempts to enter. The Participant should be able to provide on request all appropriate clearances, permissions and releases for the video submission, including releases from the submitting Participant and any third parties appearing in the submission. Incomplete, corrupted, untimely or unintelligible entries will be disqualified. If for any reason a Participant's entry is confirmed to have been erroneously deleted, lost, corrupted or otherwise destroyed, Participant's sole remedy is another entry in the Contest. NANPS reserves the right to determine in its sole discretion which entries have satisfied the entry requirements.

**ELIGIBLE PARTICIPANTS MUST SUBMIT EACH ENTRY IN ACCORDANCE WITH THESE OFFICIAL RULES. NO OTHER METHOD OF SUBMISSION WILL BE ACCEPTED.**

**Video Submission Requirements:**

- Videos must be submitted as an mp4 to [nanps@nanps.org](mailto:nanps@nanps.org). Any other formats submitted and/or exceeding the time limit will be disqualified.
- Email must indicate which category (new native plant gardener or established native plant gardener) for which the video should be considered
- Videos must contain the following elements:
  - Names of species featured
  - History of the garden
  - Garden theme/philosophy
  - Geography, ecotype and how chosen species are relevant to that ecotype
  - A garden story or memory

## **Videos must NOT:**

- Contain material and/or conduct which is (or promotes activities which are), in NANPS's sole discretion, to be illegal or involves an act of moral turpitude or is otherwise offensive or violates generally accepted standards of behavior or otherwise leads NANPS to believe or conclude that the public association with Participant would tend to subject NANPS to ridicule, contempt, embarrassment or scandal, including, without limitation, including, without limitation, material and/or conduct that is sexually explicit, obscene, pornographic, violent, self-mutilating (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), discriminatory (based on race, sex, religion, natural origin, physical disability, sexual orientation or age), illegal (e.g. underage drinking, substance abuse, computer hacking, etc.), threatening, profane, or harassing.
- Contain material that violates or infringes another's rights, including, but not limited to, material that violates privacy, publicity or intellectual property rights, or that constitutes copyright, trademark, patent or trade secret infringement. Without limiting the foregoing, video submissions must not include: (1) third party logos, trade dress, insignia, location signage, photographs, artwork or sculptures; or (2) use music that is not originally written, performed, and produced by you, the Participant. All music featured in any video must be available to publicize and broadcast on a license-free, royalty-free basis.
- Include third parties, including, but not limited to, minors, celebrities, and friends who have not expressly authorized Participants to display their name, image, likeness, voice, performance, photograph, image and/or other likeness (collectively, "Name and Likeness") in any submitted video or otherwise use such Name and Likeness in accordance with these Official Rules.

By entering, each Participant represents and warrants that his or her entry (and NANPS's use thereof) does not and will not defame or otherwise violate the rights of any third party and does not and will not violate any federal, state or local laws, regulations or ordinances. Participant further represents and warrants that he or she has secured the requisite consent from any person referenced or appearing in their entries. To the extent that anyone under the age of eighteen (18) appears in a video, Participant represents and warrants that the minor's parent or guardian has consented to the minor's appearance in the video and the public display of the video on social media. NANPS reserves the right in its sole discretion to disqualify any entry that it believes violates any of the Video Submission Requirements, does not otherwise comply with these Official Rules, or that is not consistent with the spirit and theme of the Contest.

Participants will retain copyright in their video submission, but each Participant grants to NANPS an exclusive, worldwide, perpetual, assignable, royalty-free license to publish, reproduce, distribute, display, perform, create derivative works, transmit and

disseminate the submission in all media or platforms whether now or any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity, without compensation or additional consents from Participant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so. Participant also waives any and all moral rights in the submission with respect to any use by NANPS.

**5. SEMI-FINALIST SELECTION:** A group of volunteers/board members will decide on a select number of semi-finalists. Factors determining selection include ecological integrity, storytelling, native plants, wildlife certification and usage of wildlife (butterflies, bees, bats, amphibians etc.). Videos selected as semi-finalists will be shown at NANPS Annual General Meeting (AGM) in October and be subject to a public vote to select the winners.

**6. FINAL VOTING:** All semi-finalist videos will be shown at NANPS AGM in October. AGM members will vote on the winners via live vote.

**7. WINNER NOTIFICATION AND ANNOUNCEMENT:** Winner(s), as determined by the live vote, will be notified by E-mail after the AGM and will be required to respond (as directed) to the notification attempt. The failure to respond timely to the notification may result in forfeiture of participation in the Contest and, in such case, NANPS will select an alternate Winner(s) according to the voting results.

**8. PRIZES:** In each of the two categories (New Garden and Established Garden), one First Place Winner will receive \$150 CAD, one Second Place Winner will receive \$75 CAD and one Third Place Winner will receive \$25 CAD. In the case of a tie, a runoff vote will take place.

All prizes are not transferable. Any and all prize related expenses, including, without limitation, any and all federal, state, and/or local taxes shall be the sole responsibility of the prize winner.

Acceptance of prize constitutes permission for NANPS to use the Winner's Name and Likeness for purposes of advertising, trade and promotion without further notice, permission or compensation in any and all media now known or hereafter developed.

**9. GENERAL TERMS:** All entries and/or Participants not complying with any of the Contest Rules will be disqualified and their Contest entries will not be considered. The decision to disqualify any entry is at the sole discretion of NANPS and will occur

without notice or communication to the Participant. The decision to disqualify an entry is final and not subject to review.

NANPS reserves the right to withdraw, terminate or amend the Contest in any way, in the event of an error, technical problem, tampering, unauthorized intervention, fraud, technical failure, or any other cause beyond the reasonable control of NANPS that interferes with the proper conduct of this Contest as contemplated by these rules. Any attempt to deliberately undermine the legitimate operation of this Contest is a violation of criminal and civil laws and should such an attempt be made, NANPS reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution. NANPS reserves the right to cancel or suspend this Contest in the event of any accident, printing, administrative, or other error of any kind without prior notice and without obligation.

NANPS is not responsible for any error, technical problem, tampering, unauthorized intervention, fraud, technical failure, interrupted or unavailable network, server or other connections, miscommunications, failed phone or computer hardware or software or telephone transmissions or technical failures, garbled transmissions, or other errors of any kind whether human, mechanical or electronic or any other cause beyond the reasonable control of NANPS that interferes with the proper conduct of this contest as contemplated by the Contest Rules.

By entering the Contest, each Participant (a) releases and holds harmless NANPS and its directors, officers, employees, affiliates, suppliers, sponsors, and agents from any and all liability for any injuries, loss or damage of any kind to persons or property, including death or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any Prize, participation in the contest, or participating in any Prize related activity; and (b) agrees to fully indemnify NANPS and its directors, officers, employees, affiliates, suppliers, sponsors and agents from any and all claims from third parties without limitation.

By entering this Contest, each Participant expressly consents to NANPS, its agents and/or representatives, storing, sharing, and using the personal information submitted with his/her entry only for the purpose of administering the Contest and in accordance with applicable privacy law.