



Agri Trails Coop Summer Photo Contest Official Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

1. **Eligibility:** This Campaign is open to United States residents who are older than eighteen (18) years of age. The Campaign is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

2. **Agreement to Rules:** By participating, the Contestant ("You") agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of Agri Trails Coop as final and binding as it relates to the content of this Campaign.

3. **Campaign Period:** Entries will be accepted online starting on June 8th, 2020, 12:00 am CDT and ending July 27th, 2020, 11:59 pm CDT. All online entries must be received by July 27th, 2020 at 11:59 pm CDT.

4. **How to Enter:** During the Campaign, eligible persons can be entered by logging into his/her Facebook account and posting a photo with the hashtag #AgriTrails2020.

To be a valid entry, all Entry Posts must:

- Include one (1) photo taken in Kansas during the contest period
- Include "#AgriTrails2020"
- Be original, and not include names to people in photos
- Not be offensive or disruptive to any rights of others, be appropriate for Facebook audience and followers,

- Comply with all Facebook Terms of Service and Rules

When submitting an entry post that follows the rules above, a person can have one entry per day. This means one photo per day but cannot be the same photo multiple times. Sharing an entry post will not count as an additional entry. More than one Facebook account with the same photo can not be used.

If these rules are not followed Agri Trails Coop has the ability to disqualify entries.

5. **Prizes:** The Winner(s) of the Campaign (the “Winner”) will receive an Agri Trails “prize pack”. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by Agri Trails Coop. No cash or other prize substitution shall be permitted except at Agri Trails Coop discretion. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for Agri Trails Coop to use Winner’s name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

6. **Odds:** The odds of winning depend on the number of eligible entries received.

7. **Winner Selection and Notification:** Winner will be selected by photos subjected into these four categories; Wheat Harvest, Animal Ag, Farm Life, and Community. Voting will be conducted on Agri Trails Facebook Page under the supervision of Agri Trails. Winner will be notified by direct message on Facebook within five (5) days following selection of Winner. Agri Trails Coop shall have no liability for Winner’s failure to receive notices due to spam, junk e-mail or other security settings or for Winner’s provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within 30 days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected. Receipt by Winner of the prize offered in this Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations. **ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT AGRIL TRAILS COOPS SOLE DISCRETION) WILL RESULT IN WINNER’S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.**

8. *Rights Granted by You:* By entering this content (e.g., photo, text, etc.), You understand and agree that Agri Trails Coop, anyone acting on behalf of Agri Trails Coop, and Agri Trails Coop's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes. without any further compensation, notice, review, or consent. Optional verbiage for Contests: By entering this content, You represent and warrant that your entry is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, You will be disqualified at the sole discretion of Agri Trails Coop. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless Agri Trails Coop from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which Agri Trails Coop may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

9. *Terms & Conditions:* Agri Trails Coop reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond Agri Trails Coop's control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, Agri Trails Coop may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Agri Trails Coop. Agri Trails Coop reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions. Agri Trails Coop has the right, in its sole discretion, to maintain the integrity of the Campaign, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Campaign rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such attempt be made, Agri Trails Coop reserves the right to seek damages to the fullest extent permitted by law.

10. **Limitation of Liability:** By entering, You agree to release and hold harmless Agri Trails Coop and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Campaign and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

11. **Disputes:** THIS Campaign IS GOVERNED BY THE LAWS OF UNITED STATES OF AMERICA AND THE STATE OF KANSAS, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Campaign, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Kansas having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Campaign). Participant further waives all rights to have damages multiplied or increased.

12. **Privacy Policy:** Information submitted with an entry is subject to the Privacy Policy stated on the Agri Trails Coop website.

14. **Sponsor:** The Sponsor of the Campaign is Agri Trails Coop, 508 Main St., Hope, KS 67451.