

## **2014 NRF ANNUAL CONVENTION AND EXPO PHOTO CONTEST OFFICIAL RULES**

This 2014 Annual Convention & EXPO Photo Contest (“Contest”) is subject to all federal, state, and local laws, regulations, and ordinances. Contest begins at 7:00 AM Eastern Time (“ET”) on January 11, 2014 and ends at 9:00 AM ET on January 16, 2014 (the “Contest Period”). Void outside the fifty (50) United States and the District of Columbia, and where prohibited by law.

This Contest is sponsored by National Retail Federation, 325 7<sup>th</sup> Street, N.W., Suite 1100, Washington D.C. 20004 (“Sponsor”).

**ELIGIBILITY:** The Contest is open only to registrants of the 2014 NRF Annual Convention & EXPO who are US citizens currently residing in the fifty (50) United States and the District of Columbia who and at least eighteen (18) years of age or older (nineteen (19) years in Alabama, Delaware and Nebraska; twenty-one (21) years in Mississippi) at the date of the start of the Contest Period. Employees, officers and directors of Sponsor or any of its parents, subsidiaries, affiliates, representatives, consultants, contractors, legal counsel, accounting firms, and members of their immediate families (spouses, parents, siblings and children, regardless of where they live) and those living in the same household are not eligible to enter or win. All entrants must have access to the Internet prior to the start of the Contest. Sponsor reserves the right to verify the eligibility of winner. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and to Sponsor’s decisions, which are final and binding in all matters related to the Contest.

**TO ENTER:** During the Contest Period, eligible persons can enter by posting a photo taken at the 2014 NRF Annual Convention & EXPO Photo Contest on Facebook, Twitter or Instagram and tagging it with “#nrf14” during the Contest Period. Only the photographer may enter this Contest. Multiple entries per person are permissible. Information collected from entrants is subject to Sponsor’s Privacy Policy. For information about Sponsor’s Privacy Policy, go to: [www.nrf.com](http://www.nrf.com). By entering a photo as outlined in this paragraph, each entrant agrees to comply with these Official Rules.

### **Submission Requirements:**

Photo Submissions **MUST**:

- Be the entrant’s original work (modification of a preexisting work is not an original).
- Be no larger than 5 MB.
- Be in digital form (either .jpg, .gif, .bmp).
- **MUST** be of satisfactory quality (i.e., brightness, focus, etc.) Any Photo Submission that is not of satisfactory quality may be rejected, at Sponsor's sole discretion.

ALL Photos:

- **MUST** be the Entrant’s original idea (modification of an original work is not an original idea).
- **MUST** be taken in a public area of the 2014 Annual Convention & EXPO.
- **MUST NOT** contain material which is (or promote activities which are) in Sponsor's sole discretion, hateful, slanderous, libelous, tortious, sexually explicit, obscene, pornographic, inappropriate, 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.), offensive, threatening, profane, or harassing; or contain material that is threatening to any person, place, business, group or world peace; or contain words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation or socioeconomic group; or contain images, words or text portraying nudity, acts of violence, or acts that are or appear to be unlawful or dangerous or in violation of, or contrary to the laws or regulations in any state where the Entry is created in their application.

- **MUST NOT** 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 infringement. Without limiting the foregoing, submissions must not include third party trademarks, logos, insignia, location signage, photographs, or artwork.
- **MUST NOT** include third parties including, but not limited to, minors, celebrities and friends, who have not expressly authorized entrant to display their image or likeness in any submitted entry.

By entering, each entrant warrants and represents that his/her entry is original and will not violate any federal, state or local laws or ordinances. Sponsor reserves the right in its sole and unfettered discretion to disqualify any entry that it believes contains obscene, offensive or inappropriate content, that does not comply with these Official Rules or that is not consistent with the spirit or theme of the Contest. All entries will not be acknowledged or returned to entrant.

Incomplete, illegible, corrupted, or untimely entries are void and will be disqualified. Sponsor is not responsible for lost, late, incomplete, damaged, stolen, misdirected, or illegible entries; lost, interrupted, or unavailable network, server, or other connections; or miscommunications, computer or software malfunctions, telephone transmission problems, technical failures, garbled transmissions, damage to a user's computer equipment (software or hardware), or other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise. Proof of posting, sending or submission will not be deemed to be proof of receipt by Sponsor. In the event of a dispute as to the identity of an entrant, the authorized account holder of the Facebook, Twitter, or Instagram account used to enter will be deemed to be the entrant or participant. Potential winner may be required to show proof of being the authorized account holder.

**SELECTION OF WINNER:** All photos will be reviewed by Sponsor's staff which will select a photo as the Contest winner by January 22, 2014 based on creativity and its ability to capture the spirit of the 2014 Annual Convention & EXPO. The potential winner will be notified through the social media account used to submit the entry. The potential winner must respond within seventy-two hours to [peterona@nrf.com](mailto:peterona@nrf.com) in order to be eligible to receive the gift card, otherwise, the potential winner will be deemed to have forfeited it. If this occurs, Shop.org will select an alternate photo as the potential winner. This alternate potential winner will be notified through their social media account used to submit the entry and must respond within seventy-two hours to [peterona@nrf.com](mailto:peterona@nrf.com) in order to be eligible to receive the gift card. This process of selecting a potential winner may continue, at Shop.org's sole option, until a potential winner responds within the seventy-two hour period.

Except where prohibited, potential winner may be required to complete and return an affidavit of eligibility, liability/publicity release (the "Affidavit/Release") within seven (7) days of being notified. If the potential winner fails to sign and return the Affidavit/Release, if requested, within the required time period, or is unavailable to accept the gift card within the time period specified by Sponsor, the potential winner will be deemed to have forfeited the gift card, and an alternate will be selected as the potential winner. Noncompliance with the foregoing, failure to abide by these Official Rules, or failure to respond to the winning notification may result in disqualification and naming of an alternate potential winner.

**POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. AN ENTRANT IS NOT A WINNER UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.**

**PRIZE:** Each winner will receive one gift card valued at \$100.00 (U.S. currency). There will be a maximum of three prizes and three winners.

**RESTRICTIONS:** Any and all applicable federal, state, and local taxes and all fees and expenses related to acceptance and use of each gift card is the sole responsibility of winner. Gift cards cannot be substituted, assigned, transferred, or redeemed for cash; however, Sponsor reserves the right to make equivalent prize substitutions at its sole discretion. Sponsor will not replace any lost or stolen prizes. Only the number of prizes stated in these Official Rules is available to be won in the Contest. If, by reason of a print or other error, more prizes are claimed than the number

set forth in these Official Rules, a random drawing will be held among all eligible claimants making purportedly valid claims to award the advertised number of prizes available.

SPONSOR SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF PRIZE WINNER'S ACCEPTANCE OR USE OF THE PRIZE.

**GENERAL CONDITIONS:** This Contest is governed by the laws of the United States. Void where prohibited by law and outside the United States. WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Neither Sponsor nor anyone acting on its behalf will enter into any communications with any entrant regarding this Contest, except as expressly set forth in these Official Rules. Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be attempting to tamper with or undermine the legitimate operation of the Contest; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. Sponsor and its agents are not responsible for (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries or winning notices; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize. If for any reason the Contest is not capable of running as planned, including infection by computer virus or bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor, which corrupt or affect the operation, administration, security, fairness, integrity, or proper conduct of this Contest, Sponsor may, in its sole discretion, void any suspect entries and (a) modify the Contest or suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules; and/or (b) award the prize from among the eligible, non-suspect entries received up to the time of the impairment in accordance with the winner selection criteria described above.

**LIMITATIONS OF LIABILITY AND RELEASES:** BY PARTICIPATING IN THIS PROMOTION, ENTRANT AGREES THAT SPONSOR AND ITS RESPECTIVE AFFILIATES, SUBSIDIARIES, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, LEGAL COUNSEL AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS (THE "RELEASED PARTIES") WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE; ENTRY OR PARTICIPATION IN THIS PROMOTION OR IN ANY PROMOTION-RELATED ACTIVITY; OR ANY CLAIMS INCLUDING, BUT NOT LIMITED TO, THOSE BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, TERRORISM OR OTHER SIMILAR OCCURRENCES BEYOND THE REASONABLE CONTROL OF THE PARTIES. BY PARTICIPATING IN THIS PROMOTION, ENTRANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF THIS CONTEST PROMOTION REGARDLESS OF THE BASIS OF THE CLAIM AND WHETHER THE RELEASED PARTIES HAVE BEEN ADVISED OF THEIR POSSIBILITY.

EXCEPT WHERE EXPLICITLY PROHIBITED BY LAW, PARTICIPATION IN THE PROMOTION CONSTITUTES ENTRANT'S IRREVOCABLE GRANT TO SPONSOR (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF SPONSOR) AND THE RELEASED PARTIES THE RIGHT AND PERMISSION TO PRINT, PUBLISH, DISPLAY, BROADCAST, AND USE, WORLDWIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, INCLUDING, BUT NOT LIMITED TO, THE WORLD WIDE WEB, AT ANY TIME OR TIMES, THE ENTRANT'S ENTRY/PHOTOGRAPH, NAME, PICTURE, VOICE, LIKENESS, AND BIOGRAPHICAL INFORMATION (INCLUDING, BUT NOT LIMITED TO, HOMETOWN AND STATE) FOR INFORMATIONAL AND PROMOTIONAL PURPOSES WITHOUT CONSIDERATION, COMPENSATION, PERMISSION, OR NOTIFICATION. BY SUBMITTING AN ENTRY/ PHOTOGRAPH, ENTRANT AGREES THAT SUCH ENTRY/PHOTOGRAPH, COMMUNICATIONS OR SUBMISSIONS, CREATIVE SUGGESTIONS, IDEAS, NOTES, CONCEPTS OR OTHER MATERIALS ("SUBMISSIONS") SHALL BE DEEMED TO BE NON-CONFIDENTIAL AND NON-PROPRIETARY. SPONSOR SHALL HAVE NO OBLIGATION OF ANY KIND WITH RESPECT TO SUCH SUBMISSIONS AND SHALL BE FREE TO EDIT, EXPLOIT, MODIFY, PUBLISH, DISPLAY, REPRODUCE, USE, DISCLOSE, DISSEMINATE AND DISTRIBUTE THE SUBMISSIONS TO OTHERS WITHOUT LIMITATION IN ANY AND ALL MEDIA NOW KNOWN OR NOT CURRENTLY KNOWN, THROUGHOUT THE WORLD IN PERPETUITY FOR ANY PURPOSE WITHOUT COMPENSATION, PERMISSION OR NOTIFICATION TO ENTRANT OR ANY THIRD PARTY. BY SUBMITTING AN ENTRY, ENTRANT HEREBY GRANTS SPONSOR A ROYALTY-FREE, IRREVOCABLE, AND WORLDWIDE IN PERPETUITY LICENSE TO USE THE SUBMISSIONS IN ANY FORM OR FORMAT AND TO MODIFY THE SAME FOR USE FOR ANY PURPOSE, AND ENTRANT ACKNOWLEDGES AND AGREES THAT IF SPONSOR DOES USE THE SUBMISSIONS, ENTRANT SHALL NOT BE ENTITLED TO ANY CREDIT, CONSIDERATION, NOTICE OR PAYMENTS OF ANY KIND. ENTRANT WAIVES ANY MORAL RIGHTS HE OR SHE MAY HAVE TO THE SUBMISSIONS AND AGREES THAT IF SPONSOR ELECTS TO USE SUBMISSIONS FOR ANY PURPOSE. ENTRANT FURTHER AGREES THAT IF SPONSOR ELECTS TO USE ENTRANT'S SUBMISSIONS, ENTRANT WILL EXECUTE ANY DOCUMENTS REQUESTED BY SPONSOR REGARDING THIS LICENSE. IF ANY USE BY SPONSOR OF THE SUBMISSIONS CAUSES IT OR ANY OF THE RELEASED PARTIES TO BE LIABLE TO ANY THIRD PARTY FOR ANY REASON, ENTRANT AGREES TO INDEMNIFY SPONSOR, THE RELEASED PARTIES, AND THEIR RESPECTIVE AGENTS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, REPRESENTATIVES AND ALL RELATED PARTIES FROM AND AGAINST ANY AND ALL DAMAGES, COSTS, JUDGMENTS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) WHICH IT INCURS AS A RESULT OF ITS USE OF THE SUBMISSIONS.

**NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF:** The entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

**DISPUTES:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the District of Columbia or the appropriate state/local court located in Washington D.C. (2) any and all claims, judgment, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorneys' fees; (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, any and all rights to have damages multiplied or otherwise increased.

**PRIVACY:** Information collected from entrants is subject to the Sponsor's Privacy Policy, which can be found at <http://www.nrf.com>. Sponsor and Sponsor's agents, affiliates, subsidiaries, representatives or service providers may use entrants' and/or referrals' personal information submitted with entry for purposes of prize fulfillment and/or for future communication by Sponsor, such as to notify them of a product or promotion that Sponsor thinks may be of interest.

**OFFICIAL RULES & WINNER LIST:** For a copy of the Official Rules available until January 22, 2014, visit [www.nrf.com/annual14/photocontest](http://www.nrf.com/annual14/photocontest). The name of the winner will be available after January 22, 2014 by email request made to [peterzona@nrf.com](mailto:peterzona@nrf.com).