WTTS Photo Contest Official Rules

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Contest Period**: Photo Contest (the “**Contest**”) begins at 9:00 a.m. Eastern Standard Time (“EST”) on October 15th, 2018 and ends at 9:00 p.m. PT on October 28th, 2018 (“**Contest Period**”), with an entry period that begins 9:00 a.m. EST on October 15th, 2018 and ends 11:59 p.m. EST on October 21st, 2018. (the “**Entry Period**”) and a voting period that begins 9:00 a.m. EST on October 22nd and ends 11:59 p.m. EST on October 28th, 2018 (the “**Voting Period**”), as described in the chart below in section 3.
2. **Eligibility**: Contest is open to legal residents of the state of Indiana, who are 18 years of age or older at the time of entry. Employees of WTTS, Sarkes Tarzian, Waterman’s Family Farm “**Sponsor**”, their officers, directors, members, shareholders and advertising and promotional agencies, and their respective affiliates and subsidiaries, and the immediate family members and people living in the same household of each are not eligible.

Contestants can win a WTTS contest only once every thirty days and can win a prize valued at $600 or more only once every six months. Only one winner per household is permitted in any contest. Void where prohibited or restricted by law. All federal, state, local, provincial and municipal laws and regulations apply.

No purchase or payment of any kind is necessary to enter or win this contest

1. **How to Enter**: During the Contest Period, you may access the Contest by visiting the WTTS website at http://wttsfm.com/welcome-to-the-92-3-vip-room/ (the “**Contest Website**”) and clicking on the “Enter Now” button, completing the online registration form and then uploading an original photographic image of fall foliage. All eligible Entries must be received according to dates in the Entry Chart below to be eligible for that Entry Period and the corresponding Voting Period. By submitting an Entry, you understand that your Entry may be displayed in an online Photo gallery, to be viewed and voted on by members of the general public. Position of photos will be determined solely by Sponsor. Limit one Entry per person throughout the Contest Period. Non-winning Entries received from each Entry Period will be not be carried forward into subsequent Entry Periods, if any.

|  |  |  |
| --- | --- | --- |
| **Entry Period** | **Entry Period Dates** | **Voting by Date** |
| 1 | 9: 00 am EST 10/15/18 – 11:59 pm EST 10/21/18 | 10:00am EST 10/22/18 -11:59 pm EST 10/28/18 |

Use of any automated or computer system to participate is prohibited and will result in disqualification. Normal Internet and mobile access and usage charges imposed by your online and/or mobile services may apply.

1. **Entry Requirements**: In order to be entered into the Contest, entrants must comply with registration instructions when submitting their Entry.  All Entries submitted become the property of Sponsor upon submission and will not be returned. **Please make sure to note the following requirements when creating your Photo Entry:**
   * Photos must be no larger than 20MB and in one of the following formats: jpg, gif, png;
   * The animal, animals, person or persons you feature in your Entry must be directly related to you, the entrant, and they must each have provided approval for their depiction in the Photo;
   * You must be the parent or legal guardian of any child who is depicted in the Entry;
   * Entries must comply with the Official Rules and any Terms of Use posted on the Contest Website and must meet all specifications or requirements called for on the Contest Website;
   * Do not include material in the Entry that violates or infringes another’s rights, including, but not limited to, privacy, publicity or intellectual property rights, or that constitutes copyright or trademark infringement (therefore do not include any logos or trademarks in your Photo;
   * Do not include material in the Entry that is sexually explicit, violent, inappropriate, indecent, obscene, hateful, tortuous, defamatory, slanderous, libelous or otherwise objectionable;
   * Do not include material in the Entry that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
   * Do not include in the Entry or advertise or promote any brand or product of any kind, or contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
   * Do not include material in the Entry embodying the names, likenesses, or other indicia identifying any person, living or dead, without prior written permission, other than the members of your immediate family;
   * Do not include material in the Entry that communicates messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate;
   * The Entry must not depict, and cannot itself, be in violation of any law;
   * Entries must not have been submitted previously in any contest of any kind.
   * Do not include material in the Entry that is harmful to other users of the Contest Website, such as viruses, trojan horses or other technologies that could adversely impact the Contest.
   * Your computer must accept cookies, or any successor or similar technology, which may be used for the purpose of entry tracking.

Any Entry that is not in compliance with the above Entry Guidelines or with these Official Rules may be disqualified in Sponsor’s sole and absolute discretion.  All Entries become the property of Sponsor upon submission and will not be returned. No specific information regarding Entries, voting or judging, other than as otherwise set forth in these Official Rules, will be disclosed.

1. **Prizes, Odds of Winning and Approximate Retail Values (“ARVs”):**

**First Prize (1 awarded per Entry Period)** (ARV: USD $250.00)**:**Profesionally-designed yard art “Autumn’s Beauty” consisting of: straw bale(s), prize winner pumpkin ($40), corn stalks, numerous varieties of pumpkins and gourds, and a gift basket overflowing with items from the Farm Market.

No substitutions, cash equivalents or transfer of prizes are permitted except by Sponsor, in which case a prize of equal or greater ARV will be awarded. All prizes will be awarded.

Odds of winning depend on the number of eligible votes and entries received.    Prizes supplied by Sponsor for promotional consideration.

1. **Winner Selection**.  The entry with the highest number of votes will be the First Place Winner, and the other winners will be based on vote totals respectively.  In the event of a tie, Sponsor will randomly pick the winners from the tied entries.  Winners will be selected on or about October 29th, 2018.
2. **Winner Notification and Acceptance**.  Winners will be notified on or about October 29th, 2018 at theemail address provided on winner’s entry form. Failure to reach winner by email may result in disqualification of winner, forfeiture of his or her interest in all prizes, and selection of a substitute winner from among all remaining eligible entries.  To claim a prize, winners must respond to the station’s email indicating they’d like to claim their prize. Then, they will receive instructions of how to obtain their prize. Valid photo identification is required. Winners may waive their right to receive prizes.  Prizes are non-assignable and nontransferable.  No substitutions allowed by winner.  Prizes and individual components of prize packages are subject to availability and Sponsor reserves the right to substitute prizes of equal or greater value.  Winners are solely responsible for reporting and payment of any taxes on prizes.  Winners may be required to complete an affidavit of eligibility/liability and publicity release (except where prohibited by law) which must be returned at time of acceptance.  Failure to sign and return the affidavit or release within ten (10) days, or to comply with any term or condition of these Official Rules, may result in a winner’s disqualification, the forfeiture of his or her interest in the prize, and the award of the prize to a substitute winner.  Except where prohibited, acceptance of any prize constitutes winner’s consent to the publication of his or her name, biographical information and likeness in any media for any commercial or promotional purpose, without limitation the Internet, or further compensation.  Prizes not won and claimed by eligible winners in accordance with these Official Rules will not be awarded and will remain the property of Sponsor.
3. **General Rules**: Decisions of the Sponsor are final with respect to all matters relating to this Contest. By participating, entrants agree to these Official Rules and the decisions of the Sponsor/judges, which shall be final and binding in all respects. The Sponsor and its agents are not responsible for technical, hardware, software or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications or computer transmissions caused by the user or by any of the equipment or programming associated with or utilized in this Contest, or by any human error which may occur in the processing of the Entries/votes in this Contest, or lost, late, undeliverable, misdirected or incomplete or inaccurate Entries/votes, or any error or condition that may cause the Contest to be disrupted or corrupted, regardless of the cause, or any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participant’s participation in the Contest or receipt or use or misuse of any prize, or for any liability for damage to any computer system resulting from participation in, or accessing or downloading information in connection with, this Contest.  The Sponsor reserves the right in its sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process or the operation of the Contest, the Contest Website; violates the Official Rules; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any attempt by any person 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 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. If, for any reason, the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest process, then the Sponsor reserves the right at its sole discretion to cancel the Contest and determine the winners from among all eligible approved Entries received during the Entry Period prior to cancellation and determine the winners as described above.
4. **Release**: By entering the Contest and/or winning a prize, you hereby grant the Sponsor, WTTS, Sarkes Tarzian, their parent, related, affiliated, and its subsidiary entities and their respective agencies, licensees, and legal representatives (collectively, the “Releasees”), the irrevocable, perpetual, worldwide right to use, reproduce, edit, market, store, distribute, have distributed, communicate to the public, reproduce, re-arrange, change, add to or delete from, translate, adapt or otherwise revise and/or alter the Entry, or any display thereof, publicly and privately display, communicate, make available, publicly and privately perform, transmit, have transmitted, create derivative works based upon, and promote the Entry, for editorial, commercial, promotional and all other purposes. Winners grant Sponsor the right to crop, splice, treat and edit the Entries at its sole discretion and waive the right to inspect or approve the finished product, now and in the future, whether that use is known or unknown to winner. In addition, you hereby assign to the Releasees all royalty-free, non-exclusive rights, titles, and interests that you may be deemed to have in any reproduction, product, or derivative work using or incorporating the Entry. Further, you hereby waive any and all moral rights, droit moral, or similar rights, to the Photo submitted as your Entry. You represent and warrant that you have the right to grant any and all necessary rights and licenses provided herein, including without limitation, all necessary copyright and other related rights to the artwork, free and clear of all claims and encumbrances without violating the rights of any person or entity, including any right to privacy or publicity.  You hereby hold the Releasees and their officers, directors, employees and representatives harmless from and against any third party claim arising from use of the Entry and from the acceptance, possession, use or misuse of any prize or participation in any Contest related activity and you waive any right to inspect or approve uses of the Entry or to be compensated for any such uses and for any liability for any bodily injury, loss  or damages of any kind to persons, including, without limitation, death, and property, due in whole or in part, directly or indirectly from Entry creation, the acceptance, possession, use or misuse of any prize or participation in any Contest related activity. Participating in the Contest constitutes permission to the Releasees to use participants’ names, biographical information, pictures/portraits, likenesses and Entry for purposes of advertising and trade without further compensation, unless prohibited by law. By participating in the Contest, the entrant agree that Releasees and all of their respective shareholders, officers, directors, employees and assigns, members, representatives and agents, will have no liability whatsoever for, and will be held harmless by entrant for any liability for any bodily injury, loss or damages of any kind to persons, including, without limitation, death, and property, due in whole or in part, directly or indirectly, from Entry creation, the acceptance, possession, use or misuse of the prize, if applicable, or participation in the Contest or participation in any Contest or prize related activity.
5. **Privacy Policy**: Any personally identifiable information collected during participation in the Contest will be collected by WTTS, for purposes of the proper administration and fulfillment of the Contest as described in these Official Rules.

IF YOU DO NOT AGREE TO THESE OFFICIAL RULES, DO NOT ENTER THE CONTEST, PROVIDE ANY PERSONAL INFORMATION ON THE CONTEST WEBSITE OR OTHERWISE USE THE CONTEST WEBSITE. ALL ENTRY INFORMATION AND USE OF THE CONTEST WEBSITE MUST BE SUBMITTED BY A PARENT OR LEGAL GUARDIAN ON BEHALF OF A PARTICIPANT, IF PARTICIPANT IS UNDER THE AGE OF MAJORITY IN THEIR JURISDICTION OF RESIDENCE.

1. **Winners List:** A list of winners will be available after October 29th, 2018. To request the list of winners, send a self-addressed stamped envelope to Fall Foliage Photo Contest at WTTS, 407 N. Fulton Street, Indianapolis, IN 46202 on or about October 29th, 2018.
2. **Facebook, Inc and** [**www**.facebook.com](http://www.facebook.com) (collectively “Facebook”) are not affiliated with WTTS or this contest. The contest is in no way sponsored, endorsed, administrated by, or associated with Facebook.