

# 2021 Garden For Wildlife™ Photo Contest

**Please read carefully! You can also download the rules.**

The Garden For Wildlife™ Photo Contest (“GFWPC”) is sponsored and administered by the National Wildlife Federation (“NWF”), a 501(c)(3) organization with a charitable mission of uniting all Americans to ensure wildlife thrive in a rapidly changing world. Its principle place of business is located at 11100 Wildlife Center Drive, Reston, Virginia 20190.

This year, the Garden for Wildlife Photo Contest (GFWPC) is two contests in one, though you need to enter only once:

- All entered photos are viewed by GFWPC judges, and winners receive the recognition and prizes listed.
- All entered photos are also eligible for the People’s Choice Award if Entrants allow their photos to be seen and voted on by the public.

**BY ENTERING THIS COMPETITION, YOU AGREE TO THESE TERMS AND CONDITIONS:**

## **A. FOR ENTRANTS**

**1. WHO IS ELIGIBLE:** GFWPC is open to all photographers worldwide who are at least 13 years of age, except employees and board members of NWF, their immediate families and individuals living in the same household as such employees and board members (“Entrants”). NWF reserves the right to verify, in its sole judgment, Entrants eligibility. Entrants 13 to 17 years of age (“Youth Entrants”) MUST enter only the Youth category (described below) and MUST obtain verified parental or guardian consent as set forth herein prior to entering the GFWPC. Entrants 18 years or older (“General Entrants”) are prohibited from entering the Youth category.

**2. HOW TO ENTER:** Entries may be submitted as digital files.

**Digital entries:** Entrants will first create a [contest account](#), providing contact information and creating a password for a personal entry page. Entrants must agree to these rules by checking the appropriate box. Youth Entrants must select the Youth category, and as noted above MUST obtain verifiable parental or guardian consent prior to entering the GFWPC.

All Entrants will then be prompted to purchase one of three photo-entry packages. There is no limit on the total number of photos allowed. Additional packages must be purchased, there will be no refunds or incremental additions. (See below for more information about Entry Fee.) Entrants can then begin uploading their photos. (See below for more information about Categories.) General Entrants must enter each photo into one of the first four categories (see below). General Entrants may enter all images in a single category or select different categories

for different photos. The same photo cannot be entered in more than one category. As noted above, Youth Entrants must enter their images into the Youth Category.

Photos must be color. You do not need to upload all photos at once. You may return to your account page at any time during the photo contest entry period by logging in with your user name and password. (See below for more information about Contest Entry Period.)

**Where:** Upload digital images at [www.nwf.org/GFWPhotoContest](http://www.nwf.org/GFWPhotoContest). Questions and inquiries regarding contest rules or technical matters, including problems uploading photos, can be submitted [here](#).

**3. CONTEST ENTRY PERIOD:** The GFWPC opens at 12:01 am North American Eastern Standard Time (EST) on August 9, 2021 and the final date for submitting photos is October 17, 2021 11:59 pm North American Eastern Daylight Time. To avoid uploading delays, do not wait until the final days of the contest to enter. In past years, the large number of participants trying to upload photos immediately prior to the final deadline caused technical problems that left them unable to enter. NWF anticipates notifying winners by February 28, 2022. GFWPC may modify the contest entry period at its sole discretion.

**4. PHOTO ENTRY INFORMATION:** All photos must have complete information attached, including their subjects, dates, locations and any digital adjustments made to the image. The judges use this information to help them select the winners. Not providing full information may disqualify your entry by the judges.

**5. CATEGORIES:** General Entrants must enter each image into one of the following first four categories (categories i-iv below). General Entrants may enter all images in a single category or select different categories for different photos. The same photo cannot be entered in more than one category. Judges reserve the right to switch images to other categories. Youth Entrants must enter their images into the Youth category, Young Habitat Photographers (category v below).

i. **People in the Wildlife Garden:** People of all ages observing wildlife, planting habitat, enjoying the habitat garden and participating in sustainable practices. (Includes portraits in your garden, working in the garden, kids in the garden).

ii. **Certified Wildlife Habitat Landscapes:** Includes one or more of the habitat elements listed below.

Food - i.e. native plants, nectar providing plants for pollinators, berries, nuts, seeds, artificial feeders such as bird or humming bird feeders, and more.

Water – i.e. backyard ponds, water garden, bird baths, and puddling dishes, and more.

Cover – i.e. native plants, wooded area, evergreens, meadows, prairies, and ground cover, toad abodes, and roosting boxes, rock and brush piles and more.

Places to Raise Young – i.e. mature trees, meadows and prairies, wetland, host plants, dead trees or snags, dense shrubs and thickets, and more.

Sustainable gardening – riparian buffers, ground cover, terraces, rain gardens, use of native plants, reduced lawns, composting, rain barrels, and more.

Certified Wildlife Habitat sign – photos of the sign in wildlife habitat garden landscapes, with native plants, or with wildlife. Please do not submit photos of sign without other garden elements or wildlife included. *Bonus points awarded to photos including a sign.*

iii. **Wildlife Observations Where People Live, Work, Play, Learn and Worship:** Portraits and behavior of wildlife in your wildlife habitat. Examples: birds, butterflies, native bees and other pollinators, small mammals, amphibians

iv. **Close-up Native Plants and their Wildlife Visitors:** Close up photos of native plants that provide, food, cover, or places for wildlife to raise young.

v. **Young Habitat Photographers:** photos taken by photographers age 13 -17

**6. WHAT PHOTOS TO ENTER:** We are looking for striking color images that show the impact of habitat gardens, on wildlife and people—in urban, suburban and rural settings on land, in the air and in the water or on the water’s surface. These images may show animal behavior, portraits of wildlife in natural habitats, plant life, natural landscapes, or people interacting with nature. Do not include photographs of pets, domestic animals, any captive animals at game farms or zoos, research facilities, or rehabilitation centers, or animals from such facilities photographed elsewhere with handler’s control. Such images will be disqualified. Previously published photos may be entered; however, please include information on when and where the photos appeared. Winning photos from other competitions may also be entered, but include the name of the contests and the years they won. Such information is informative only and will not influence judges’ decisions.

**7. ETHICS:** We seek images obtained in the wild under natural conditions and in an ethical manner that places the welfare of wildlife above the photographer’s desire to obtain an image. Photographers should make every effort to avoid any action that might interfere with natural wildlife behavior. Entrants must not submit images that involve the willful harassment of wildlife or damage to the environment. The editors must know the circumstances of how a photograph was obtained so they can make an informed judgment about publication and disclosure in captioning. For more information about photography ethics at *National Wildlife*® magazine, go to [National Wildlife’s Photography Guidelines](#).

**8. TECHNICAL REQUIREMENTS:** Entrants encountering technical problems while uploading may [request help](#). Camera-made digital images or scans of slides or prints must be uploaded as jpg files. Photos must be at least 1,600 pixels wide (if a horizontal image) or 1,600 pixels tall (if a vertical image). Larger images are acceptable and may improve your photos’ quality. There is a maximum file size of 50 megabytes per image. Images should be in RGB or sRGB format. All photographs should accurately reflect the subject matter and the scene as it appeared. Photos that have been digitally altered beyond standard optimization will be disqualified. Acceptable

changes include adjustments to color, contrast, brightness and sharpness; removal of dust and scratches; cropping; and use of HDR (High Dynamic Range), where multiple exposures of the same scene are combined for a greater tonal range, and similar processes for extended depth of field. Such modifications must be disclosed. Changes that are not acceptable include photo composites (combination of two or more photos, not of the same scene); the addition, duplication, deletion or moving of objects in the photos; or the use of artistic digital filters and effects. Examples of artistic filters and effects are watercolor, neon glow, posterizing, stained glass, and others which do not show the scene as it occurred in nature.

**9. ENTRY FEE:** A nonrefundable fee is charged for photo submissions. This fee is used to provide the prizes and, more important, to help support the [wildlife conservation work](#) of the National Wildlife Federation.

- Enter up to 20 photos for \$25 (**BEST VALUE**, includes free one-year digital subscription of [National Wildlife](#))
- Enter up to fifteen photos for \$20
- Enter up to ten photos for \$15

**Digital entries:** Following account registration, Entrants will be prompted to purchase one of three photo-entry packages. You will not be able to upload any photos until a package is selected and the contest fee is paid. You may enter as many photos as you wish, there is no limit on the total number of images allowed. Additional packages may be purchased, there will be no refunds or incremental additions. Payment is made on a secure web page using a major credit card or PayPal. If the fee is not paid by the contest entry deadline any photos uploaded to your account will not be entered into the contest or made viewable or sharable.

**10. JUDGING:** Photographs will be judged on the criteria listed for each category to include representation of main elements of habitat, and for originality, technical excellence, composition, overall impact and artistic merit. Photographs are judged by a panel of National Wildlife Federation photography and wildlife experts, including Garden for Wildlife staff and volunteers. All decisions by the judges will be final and binding. Winners may be viewed beginning early April 2021 at [www.nwf.org/garden](http://www.nwf.org/garden).

**11. PRIZES:** One Grand Prize, one Runner-up Prize and five Category prizes will be awarded as listed below. The Youth category prize will be paid to consenting parent or guardian on Youth Entrants behalf. All amounts are in U.S. dollars. NWF will also award Honorable Mentions from the finalists as the judges deem appropriate. Prizes are made possible by the entry fee; no NWF funds are used for these prizes. All Winners and Honorable Mentions will appear on NWF's website at [www.nwf.org/garden](http://www.nwf.org/garden). NWF will also publish a selection of Winners and Honorable Mentions from any category in the April-May 2021 Garden for Wildlife issue of *National Wildlife* magazine, in print and online. Editors will send two copies of that issue to the Entrants whose photos are published. The winners will be notified by email.

- i. **Grand Prize:** One winner: Cash Prize of \$1000.
- ii. **Runner-Up:** One winner: Cash Prize of \$500

iii. **Category Winners:** One for each category (five total): 12-pack Garden for Wildlife Native Plant Collection gift card value of \$118.00

iv. **Category Runner-Up Winners:** One for each category (five total): 6-pack Garden for Wildlife Native Plant Collection gift card value of \$68.00

v. **Honorable Mentions:** National Wildlife Federation Calendar

**12. PEOPLE'S CHOICE AWARD:** Each photo entered into the GFWPC is automatically entered for the People's Choice Award, viewable for voting by the public and sharable with family and friends through social media. If Entrants do not wish to enter a photo into the People's Choice Award contest, at time of entry the appropriate box must be unchecked for each photo in the submission form. Unchecking this box means the entered photo will be seen only by GFWPC judges and not available for viewing in the public gallery.

- i. This public competition will open at 12:01 am North American Eastern Standard Time (EST) on August 9, 2021 and close October 31, 2021.
- ii. The photo with the top votes at the end of the people's choice voting period will be named the People's Choice Award winner. A selection of the top vote-getting images will appear on the Garden for Wildlife webpage and be promoted through NWF's social media channels.

**13. BINDING AGREEMENT:** In order to enter the GFWPC, all Entrants, including the parent or guardian of any Youth Entrants, must agree to these Official Rules ("Rules"). Because these Rules form a legally binding agreement with respect to this contest, please read them carefully. If Entrants, or the parent or guardian of Youth Entrants, do not agree to the Rules, Entrants are not eligible to participate in the GFWPC or to win any of the prizes. Entrants, or the parent or guardian of Youth Entrants, agree that registration as an individual participant under the GFWPC constitutes agreement to these Rules.

**14. INTELLECTUAL PROPERTY:** Entrants retain ownership and all other rights to future use of the photographs they enter except for the following: Your entry to the contest constitutes your agreement to allow your entered photographs—and your name, occupation, city, state, country of residence and photo information—to be published as Winners or Honorable Mentions in *National Wildlife* magazine and on the NWF website, and you grant to NWF and its licensees the perpetual, worldwide non-exclusive license to reproduce, distribute, display and create derivative works of the entry (along with a name credit) in connection with the Garden for Wildlife™ Photo Contest ("GFWPC"), including but not limited to the promotion of the GFWPC and *National Wildlife* magazine, in any media now or hereafter known, the online PhotoZone articles and features, and use in NWF photography exhibits. From time to time we feature Entrant's non-donated images on commercial products and services, however we will contact you for permission to use.

**15. DONATIONS/JOINT OWNERSHIP:** The National Wildlife Federation greatly appreciates when photographers choose to donate some of their images. These donations help support our mission to protect wildlife and habitats. If you wish to donate image(s) to NWF for use in

furthering its mission, please check the appropriate box for each image you wish to donate during the uploading process. By donating image(s) to NWF, you retain all rights and title to the image(s), and you assign NWF a joint ownership interest in the image(s) under Copyright laws. By checking the box and agreeing to donate the image(s) to NWF, you agree that all writing and signature requirements under the law are satisfied. Again, NWF greatly appreciates all image donations, which will be used to support NWF's charitable mission: Uniting all Americans to ensure wildlife thrive in a rapidly changing world. [See explanation here.](#)

**16. DELIBERATE ACTS:** Any attempt by Entrants or other individuals to deliberately damage any website or undermine the legitimate operation of the NWFPC is a violation of criminal and civil laws, and should such an attempt be made, NWF, its affiliated organizations, and each of their directors, officers, employees, attorneys, agents and representatives (hereinafter "the Companies") reserve the right to seek damages to the fullest extent permitted by law.

**17. CHOICE OF LAW:** The GFWPC is governed by the laws of the United States and is subject to applicable federal, state, and local laws and regulations. Entrants agree that any and all disputes that cannot be resolved with the Companies, and causes of action arising out of or connected with the GFWPC, shall be resolved individually, without resort to any form of class action, before a court of competent jurisdiction located in Fairfax County, Virginia, which court shall apply the laws of the Commonwealth of Virginia without regard for rules of conflicts of law. In any such dispute, participant shall, under no circumstances, be entitled to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (if any) associated with participating in the GFWPC. Entrants hereby waive all rights to have damages multiplied or increased.

**18. TAXES:** All federal, state, and local taxes, fees and surcharges on prize packages are the sole responsibility of the winners. U.S. winners will be issued an IRS Form 1099 for the cash amount or approximate retail value (ARV) of a prize, if applicable. Winners may be required to execute and return an Affidavit of Eligibility/Release of Liability/Prize Acceptance Form and IRS Form W9. Return of any prize and/or prize notification as undeliverable or failure of any Entrants to comply with any Official Rules may result in disqualification.

**19. FORCE MAJEURE:** If, for any reason, the GFWPC is not capable of completion as planned, including, but not limited to, by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of the Companies that corrupt or affect the administration, security, fairness, integrity or proper conduct of the GFWPC, the Companies reserve the right at their sole discretion to cancel, terminate, modify or suspend the GFWPC.

**20. WARRANTY:** By entering, Entrants warrant that their entry materials are original, do not infringe on any third party's rights, including intellectual property and/or privacy rights, and that Entrants have obtained any necessary permissions from any third party if a third party or third party's property or image appears in the photograph. NWF reserves the right to disqualify any entry if it finds in its sole discretion that any of the foregoing warranties are not true. Decisions of NWF shall be final and binding.

**21. RELEASE:** By entering, Entrants release and hold the Companies and its GFWPC volunteers from any and all liability for any injuries, loss, claim, action, demand or damage of any kind arising from or related to the GFWPC, any prize won, any use of the entry materials by NWF, the warranties participants make, any misuse or malfunction of any prize awarded, participation in any GFWPC- related activity, or participation in the GFWPC.

**22. LIMITATION OF LIABILITY:** In no event will the Companies, their advertising and promotional agencies, or their directors, officers, employees, attorneys, agents and representatives be responsible or liable for any damages or losses of any kind, including direct indirect, incidental, consequential or punitive damages arising out of participant's access to and use of the Companies' websites, or the downloading or uploading and/or printing of material from said sites. Without limiting the foregoing, everything on the Companies' sites is provided "as is" without warranty of any kind, either express or implied. Some jurisdictions may not allow the limitation or exclusion of liability for incidental or consequential damages, so some of the foregoing limitations or exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding these limitations or exclusions. The National Wildlife Federation is not responsible for lost, damaged, late or misdirected photographs, or for uploading connections, garbled transmissions, unauthorized intervention or technical malfunctions. Void where prohibited. The Companies are not responsible for any incorrect or inaccurate information, whether caused by website users or by any equipment or programming associated with or utilized in the GFWPC, or by any technical or human error that may occur in the processing of submissions to the GFWPC, including but not limited to any misprints or typographical errors. The Companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, photographs. The Companies are not responsible for any problems or technical malfunction of any telephone network or lines, computer equipment, servers, providers, computer on-line systems, software, or failure of email on account of technical problems or traffic congestion on the Internet or at any website, including injury or damage to participant's or to any other person's computer related to or resulting from participating or uploading images or information in the GFWPC.

**23. DISCLAIMER:** The contest is in no way sponsored, endorsed, or administered by, or associated with Facebook or Instagram.

**24. PRIVACY POLICY:** By providing Entrants personal information, such as address, phone number, or email at time of entry, including the personal information of Youth Entrants younger than EIGHTEEN years of age, Entrants, or Youth Entrants parent or guardian, understands that NWF may use such information to communicate with Entrants for the purposes of administering the GFWPC and complying with applicable laws, regulations and rules. Information collected via the entry form will be used to send Entrants further communications from NWF regarding services, incentives, offers, promotions, or other messaging related to NWF's mission. Any information collected from the GFWPC shall be used in a manner consistent with these Official Rules, and Sponsor's Privacy Policy found at [www.nwf.org/Privacy-Policy](http://www.nwf.org/Privacy-Policy).

**25. CHILDREN'S INFORMATION:** NWF provides a special place on our website for children and we encourage parents and guardians to visit this part of our website with their children. We respect the privacy of children, and do not collect any more personal information than reasonably necessary to enable them to participate in the activities we offer at our website. We do not have any agreements with outside organizations to collect personal information at our website. The information we collect from children is used to respond to children's specific requests to participate in activities such as contests or sweepstakes. We do not share children's personal information with anyone other than those who provide support for the internal operations of the website and our agents (e.g., contractors who provide fulfillment services or technical support to the website) and supports of this contest. Parents or legal guardians can review the information that we have collected from their children online, prevent the further use or maintenance of such information, or direct the deletion of their children's personal information by contacting us here: <https://www.nwf.org/About-Us/Contact-Us>.

**26. HOW TO CONTACT US:** Questions and inquiries regarding contest rules or technical matters, including problems uploading photos, can be submitted [here](#).

**27. MAILING LIST:** Any individual may elect to exclude their name and address from all lists used by NWF by submitting a request stating you would no longer like to receive mailings. Please include your name and address. Mail requests to National Wildlife Federation, PO Box 1583, Merrifield VA 22116-1583 or call 1-800-822-9919.

## **B. FOR VOTERS OF THE PEOPLE'S CHOICE AWARD**

**1. WHO CAN VOTE:** Anyone thirteen (13) years of age and older can vote by registering with a name, email address, and creating a password. The password is intended for voters to bypass registration and make it easy to vote on subsequent days. An email address is required in case the password is forgotten. Voters must agree to the rules for voting by checking the appropriate box. Voters may also register using their Facebook or Google accounts by allowing NWF to use information from these accounts to pre-populate their registration forms. Any information collected from the NWPC shall be used in a manner consistent with these Official Rules, and Sponsor's Privacy Policy found at [www.nwf.org/Privacy-Policy](http://www.nwf.org/Privacy-Policy).

**2. WHEN:** The People's Choice Award contest will open at 12:01 am North American Eastern Daylight Time on August 9, 2021 and close October 31, 2021. NWPC may modify the People's Choice Award contest voting period at its sole discretion.

**3. HOW:** All the photos entered and allowed to be shared are eligible for voting. Voters can vote once per single photo, for as many photos as they wish. Voters may return to the public gallery to vote as many times as they wish for the duration of the People's Choice Award contest. Each vote must be from a single person and single email address. Votes found to be for the same photo from multiple email addresses on the same day from the same person, as determined by NWF, will be disqualified.

**4. FINALISTS:** All top vote-getting images will be reviewed by the judges to ensure that they follow the terms, conditions and spirit of the GFWPC. NWF reserves the right to verify, in its sole judgment, that photos are eligible for the People's Choice Award.

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PO Box 1583, Merrifield VA 22116-1583  
1-800-822-9919 (M-F 8 a.m. - 8 p.m. EST)