

2018 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.

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

A. FOR ENTRANTS

1. WHO IS ELIGIBLE: GFWPC is open to all photographers who are U.S. Citizens residing in the fifty (50) United States and the District of Columbia, including residents of all U.S. territories and possessions and all overseas military installations, except employees and board members of NWF, their immediate families and individuals living in the same household as such employees and board members (“Entrant”). NWF reserves the right to verify, in its sole judgment, entrant eligibility. Each Entrant younger than EIGHTEEN (18) years of age must obtain verified parental or guardian consent as set forth herein prior to entering the GFWPC.

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

Digital entries: Entrants first create their [contest account](#), providing contact information and a password for their personal entry page. Entrants must agree to these rules by checking the appropriate box. As noted above, all Entrants younger than EIGHTEEN (18) years old at the time of entry MUST obtain verifiable parental or guardian consent prior to entering the GFWPC. Entrants can then begin uploading their images. Each photo must be entered into one of the four categories (see below). Photographers may enter all images in a single category or select different categories for different photos. Photos may be color. You do not need to upload all photos at once. You may return to your account page at any time by logging in with your user name and password.

Where: Upload digital images at 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 September 10, 2018 and the final date for submitting photos is November 9, 2018, at 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 entrants trying to upload their photos just prior to the final deadline caused technical problems that left them unable to enter. NWF anticipates notifying winners by March 31, 2018. 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: Photographers must enter each image in one of the following categories. The same photo cannot be entered in more than one category. Judges reserve the right to switch images to other categories.

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. **Wildlife Garden Features and 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 Observed 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.

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. Contest 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, gif or png 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; black-and-white conversions; 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. FEE: A nonrefundable fee of \$15 is charged for submissions of up to ten photos. This fee is used to provide the prizes and, more important, to help support the wildlife conservation work of the National Wildlife Federation.

Digital entries: Though you will see your first uploaded draft in your account, you will not be able to upload additional photos into the contest until the contest fee is paid. When you are ready to pay, click 'Pay Online' to go to the payment page. You may enter as many photos as you wish at the \$15-per-10-photos rate. Payment is made on a secure web page using a major credit card. If the fee is not paid by the deadline of November 9, 2018 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. Judges include National Wildlife Federation Garden for Wildlife team of staff and volunteers, and other staff members of National Wildlife Federation experienced in photo selection. All decisions by the judges will be final and binding. Winners may be viewed beginning early April 2019 at www.nwf.org/garden.

11. PRIZES: One Overall Grand Prize, one Overall Second Place prize and four Category Winners, available to all participants. One Young Habitat Photographer prize, must be younger than 18 years of age, submitted by a parent or guardian on their behalf. Prizes will be awarded as listed below. All amounts are in U.S. dollars. NWF will also award one Honorable Mention per each U.S. state and territory as appropriate based on submissions per state and from other 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, we will also publish a selection of Winners and Honorable Mentions from any category in the April-May 2019 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. **First Place:** One winner: Cash Prize of \$500

iii. **Category Winners:** One for each category (four total): A bird feeder, a copy of Wildlife Gardening - Tips for Four Seasons, and a \$100 gift certificate to Botanical Interest. Total estimated value of \$165.00.

iv. **Young Habitat Photographer:** Photos taken by youth (age 18 or younger) in any of the categories above to be eligible for this prize. One winner will receive a bird feeder, a copy of Wildlife Gardening - Tips for Four Seasons, and a \$100 gift certificate to Botanical Interest. Total estimated value of \$165.00.

v. **Honorable Mentions:** Each will receive a \$20 gift certificate to Botanical Interest.

12. BINDING AGREEMENT: In order to enter the GFWPC, Entrant, or the parent or guardian of the Entrant if younger than EIGHTEEN 18 years of age ("minor Entrant"), 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 Entrant, or the parent or guardian of a minor Entrant, does not agree to the Rules, Entrant is not eligible to participate in the GFWPC or to win any of the prizes. Entrant, or the parent or guardian of a minor Entrant, agrees that his/her registration as an individual participant under the GFWPC constitutes his/her agreement to these Rules.

13. 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 April-May 2019 Garden for Wildlife issue of *National Wildlife* magazine, Garden for Wildlife e-newsletter and on the NWF website, NWF blog and NWF social media pages, 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") and promotion for the GFWPC, in any media now or hereafter known.

14. 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.](#)

15. 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. Participant agrees 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. Participant hereby waives all rights to have damages multiplied or increased.

16. DELIBERATE ACTS: Any attempt by an entrant or other individual to deliberately damage any website or undermine the legitimate operation of the GFWPC 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. 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 entrant to comply with any Official Rules may result in disqualification.

18. 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.

19. WARRANTY: By entering, each Entrant warrants that his or her entry materials are original, do not infringe on any third party's rights, and that participant has obtained any necessary permissions from any third party if a third party or third party's property 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.

20. RELEASE: By entering, each Entrant releases and holds 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.

21. 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.

22. DISCLAIMER: The Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with Facebook or Instagram.

23. PRIVACY POLICY: By providing Entrant's personal information, such as address, phone number, or email at time of entry, including the personal information of an Entrant younger than EIGHTEEN years of age, Entrant, or Entrant's parent or guardian, understands that NWF may use such information to communicate with Entrant 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 Entrant 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.

24. CHILDREN'S INFORMATION: NWF provides a special place on our web site for children and we encourage parents and guardians to visit this part of our site 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 site. 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 Web site) 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 emailing us at this address: KidZone@nwf.org.

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

26. MAILING LIST: Any individual may elect to exclude his or her name and address from all lists used by NWF by submitting a removal request to GFWPC, National Wildlife Federation, 11100 Wildlife Center Drive, Reston, VA 20190.