

STUDENT CONSERVATION *ASSOCIATION*[®] PHOTO CONTEST INFORMATION AND RULES

Please read carefully!

The SCA[®] Photo Contest ("SCAPC") is sponsored and administered by the STUDENT CONSERVATION ASSOCIATION ("SCA"), a 501(c)(3) organization with a charitable mission of building the next generation of conservation leaders. Its principle place of business is located at 4245 North Fairfax Drive, Suite 825, Arlington, VA 22203.

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

A. FOR ENTRANTS

1. WHO IS ELIGIBLE: SCAPC is open to all photographers worldwide who are at least 18 years of age, except employees and board members of SCA, their immediate families and individuals living in the same household as such employees and board members. SCA reserves the right to verify, in its sole judgment, entrant eligibility.

2. HOW TO ENTER: All entrants first visit the contest webpage at careto recycle.thesca.org. Entrants then must:

- (a) download the free Johnson & Johnson "DONATE A PHOTO" app,
- (b) create an account in the app,
- (c) open the app and pick SCA from the "Environmental Health" Cause Category,
- (d) upload up to one photo per day via the app, and
- (e) select the option in the app to share up to one photo per day with friends on Twitter or Instagram during the contest entry period.

3. CONTEST ENTRY PERIOD: The SCAPC opens at 12:01 am North American Eastern Standard Time (EST) on March 15, 2017 and the final date for submitting photos is June 15, 2017, 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. SCA anticipates notifying winners by July 15, 2017. SCA may modify the Contest Entry Period at its sole discretion.

4. SPECIAL PHOTO ENTRY and PRIZE INFORMATION: Photos that meet the requirements of Paragraph 3 and: (a) depict a place or activity connected to the SCA mission, or (b) depict conservation efforts, AND (c) are shared on either Twitter or Instagram using the sharing feature inside the Donate A Photo app are automatically entered into a random drawing to win one the following prizes:

- (a) your photo featured in SCA's electronic and/or print publications, on SCA's website, on SCA social media accounts, the annual SCA calendar, SCA newsletters, or other SCA print or electronic media;
- (b) one winner will be randomly chosen after the conclusion of the Contest Entry Period to receive two roundtrip Southwest Airline ticket vouchers.

5. ETHICS: We seek images obtained in an ethical manner and that do not contain images of minors or identifiable adults.

6. DONATION OF PHOTO. By uploading your photo you are irrevocably and permanently, without strings attached, donating your photo to SCA for free so that SCA is able to use the photo in any way or ways it deems appropriate, as many times as it decides, in order to further its mission to build the next generation of conservation leaders.

7. BINDING AGREEMENT: In order to enter the SCAPC, 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 does not agree to the Rules, Entrant is not eligible to participate in the SCAPC or to win any of the prizes. Entrant agrees that his/her registration as an individual participant under the SCAPC constitutes his/her agreement to these Rules.

8. CHOICE OF LAW: The SCAPC 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 SCAPC, shall be resolved individually, without resort to any form of class action, before a court of competent jurisdiction located in Arlington 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 SCAPC. Participant hereby waives all rights to have damages multiplied or increased.

9. DELIBERATE ACTS: Any attempt by an entrant or other individual to deliberately damage any app, website or undermine the legitimate operation of the SCAPC is a violation of criminal and civil laws, and should such an attempt be made, SCA, 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.

10. 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.

11. FORCE MAJEUR: If, for any reason, the SCAPC 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 SCA that corrupt or affect the administration, security, fairness, integrity or proper conduct of the SCAPC, SCA reserves the right at its discretion to cancel, terminate, modify or suspend the SCAPC.

12. WARRANTY: By entering, participants warrant that his or her entry materials are original, do not infringe on any third party's rights, including without limitation, rights of privacy and publicity, 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. SCA 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 SCA shall be final and binding.

13. RELEASE: By entering, participants release and hold SCA from any and all liability for any injuries, loss, claim, action, demand or damage of any kind arising from or related to the SCAPC, any prize won, any use of the entry materials by SCA, the warranties participants make, any misuse or malfunction of any prize awarded, participation in any SCAPC-related activity, or participation in the SCAPC.

14. LIMITATION OF LIABILITY: In no event will SCA, its advertising and promotional agencies, or its 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 SCA's websites, or any apps associated with the SCAPC, or the downloading or uploading and/or printing of material from said places. Without limiting the foregoing, everything on such sites and apps 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 SCA 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 SCA is 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 SCAPC, or by any technical or human error that may occur in the processing of submissions to the SCAPC, including but not limited to any misprints or typographical errors. The SCA assumes 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 SCA is 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 SCAPC.

15. PRIVACY POLICY: By providing Entrant's personal information, such as but not limited to address, phone number, social media account information, email, etc., Entrant understands that SCA may use such information in any way in furtherance of SCA's mission and in a manner consistent with these Official Rules, and Sponsor's Privacy Policy found at <http://thesca.org/privacy-policy>. SCAPC may also use such information to comply with applicable laws, regulations and rules.

16. HOW TO CONTACT US: Questions and inquiries regarding contest rules or technical matters, including problems uploading photos, can submitted at <http://thesca.org/privacy-policy>.

17. MAILING LIST: Any individual may elect to exclude his or her name and address from all lists used by SCA by submitting a removal request to SCA, 4245 North Fairfax Drive, Suite 825, Arlington, VA 22203.