

#### **NO PURCHASE NECESSARY TO ENTER OR WIN.**

- **1. Eligibility:** The New Hampshire Coastal Adaptation Workgroup 2023 Rising Tides Photo Contest ("Contest") is open to all residents of the fifty (50) United States and the District of Columbia. The Contest is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.
- **2. Sponsor:** The New Hampshire Coastal Adaptation Workgroup ("Sponsor") is a collaboration of more than thirty organizations working to ensure coastal watershed communities are resourceful, ready, and resilient to the impacts of extreme weather and long-term climate change.
- **3.** Agreement to Official Rules: By participating in the Contest, entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor, which are final and binding in all matters related to the Contest.
- **4. Contest Timing:** Sponsor's computer is the official time-keeping device for the Contest.
  - "Contest Submission Period": The Contest Submission Period begins on Saturday, January 21, 2023 at 12:00 AM Eastern Time ("ET") and ends on Tuesday, January 24, 2023 at 11:59 PM ET.
  - "Voting Period": The public Voting Period begins on Thursday, January 26, 2023 at 12:00 AM ET and ends on Thursday, February 2, 2023 at 11:59 PM ET.
  - Winners Announcement: Contest Winners will be announced no later than Thursday, February 16, 2023.
- **5. What to Enter:** During the Contest Submission Period, entrants may submit a **total of four (4) photos.** Each photo must be entered into one of the four contest categories (see below). Entrants may enter all of their photos in a single category, or select different categories for different photos. The same photo cannot be entered in more than one category. Duplicate entries will be disqualified. The Sponsor reserves the right to switch a photo to another category if it believes it was entered incorrectly.

Photos will be accepted in the following categories:

- Picturing Change- Atlantic Coast: Photos of changes related to or caused by high tide flooding in New Hampshire's Atlantic Coast communities: Portsmouth, New Castle, Rye, North Hampton, Hampton Falls, Hampton, and Seabrook. Examples include but are not limited to physical changes (e.g., flooded buildings and roadways), ecological changes (e.g., inundated land or waterways), socioeconomic changes (e.g., housing and food insecurity), or cultural changes (e.g., affected prehistoric and historic sites) in Atlantic Coast communities.
- Picturing Change- Great Bay: Photos of changes related to or caused by high tide flooding in New
  Hampshire's Great Bay communities: Newington, Greenland, Stratham, Exeter, Newfields, Newmarket,
  Durham, Madbury, Dover, Rollinsford. Examples include but are not limited to physical changes (e.g.,
  flooded buildings and roadways), ecological changes (e.g., inundated land or waterways),
  socioeconomic changes (e.g., housing and food insecurity), or cultural changes (e.g., affected
  prehistoric and historic sites) in Great Bay communities.
- Picturing Resilience- Atlantic Coast: Photos showcasing what is compelling about a community that is
  resilient in the face of high tide flooding in New Hampshire's Atlantic Coast communities: Portsmouth,



New Castle, Rye, North Hampton, Hampton Falls, Hampton, and Seabrook. Examples include but are not limited to healthy ecosystems (e.g., living shorelines and restored salt marsh), upgraded infrastructure (e.g., stormwater and green infrastructure), thriving communities (e.g., safe housing, equal opportunity, and social connections), or regenerative economies (e.g., sustainable jobs and industries).

- Picturing Resilience- Great Bay: Photos showcasing what is compelling about a community that is
  resilient in the face of high tide flooding in New Hampshire's Great Bay communities: Newington,
  Greenland, Stratham, Exeter, Newfields, Newmarket, Durham, Madbury, Dover, and Rollinsford.
  Examples include but are not limited to healthy ecosystems (e.g., living shorelines and restored salt
  marsh), upgraded infrastructure (e.g., stormwater and green infrastructure), thriving communities
  (e.g., safe housing, equal opportunity, and social connections), or regenerative economies (e.g.,
  sustainable jobs and industries).
- **6. How to Enter:** Entrants must submit entries via the online entry form that will be available during the Contest Submission Period on the <u>Sponsor's website</u>. One form is required per entry. Photos must be in .jpeg, .jpg, .gif, or .png file format and must not exceed 50MB.
- **7. General Entry Requirements and Content Restrictions:** By entering, entrants agree that their entry conforms to the General Entry Requirements and Restrictions as defined below (collectively, the "Requirements and Restrictions") and that Sponsor, in its sole discretion, may remove and disqualify any entry from the Contest if it believes that the entry fails to conform to the Requirements and Restrictions.
  - All photos must be taken along New Hampshire's tidal shoreline on January 21-24, 2023. New
    Hampshire communities with tidal shoreline include: Dover, Durham, Exeter, Greenland, Hampton,
    Hampton Falls, Madbury, New Castle, Newfields, Newington, Newmarket, North Hampton,
    Portsmouth, Rollinsford, Rye, Seabrook, and Stratham. Predicted mid-day high tide times and heights
    for select local tide gauge stations are provided in Table 1 below.
  - Entries must be an accurate representation of the moment they purport to capture.
  - Entries must not contain any watermarks, signatures, copyright notices, logos, marks, etc.
  - Entries must be original submissions taken by the entrant. By submitting, each entrant acknowledges
    and warrants that the contestant is the sole copyright holder, and no other party has any right, title,
    claim or interest in the submitted photograph(s).
  - Entries that include recognizable people must be accompanied by a signed <a href="Photo Release Form">Photo Release Form</a>. Completed forms must be emailed to <a href="mailto:nhcoastaladaptation@gmail.com">nhcoastaladaptation@gmail.com</a> at time of submission. Entries for which appropriate consent has not been provided will be disqualified.
  - Entrants are responsible for ensuring compliance with <u>Federal Aviation Association</u> rules and regulations if taking photos with Unmanned Aircraft Systems (UAS) or "drones".
  - Entries must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright.



- Entries must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous, or libelous.
- Entries must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age.
- Entries must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where the Photo is created.
- Entries that involve putting any individual in danger, willful harassment of wildlife, or damage to the environment by the photographer will be disqualified.

Table 1. Predicted mid-day times and heights of high tide for select local tide gauge stations during the Contest Submission Period.

Source: NOAA Tide Predictions.

|         | Hampton Harbor,<br>NH* |                | Fort Point, NH |                | Dover Point, NH |                | <u>Dover Cocheco</u><br><u>River, NH</u> |                |
|---------|------------------------|----------------|----------------|----------------|-----------------|----------------|--|----------------|
| Date    | Time<br>(ET)           | Height<br>(FT) | Time<br>(ET)   | Height<br>(FT) | Time<br>(ET)    | Height<br>(FT) | Time<br>(ET)                             | Height<br>(FT) |
| 1/21/23 | 10:16am                | 10.2'          | 10:12am        | 10.6′          | 11:35am         | 7.9'           | 11:49am                                  | 8.6′           |
| 1/22/23 | 11:01am                | 10.5'          | 11:08am        | 10.9'          | 12:30pm         | 8.0'           | 12:42pm                                  | 8.7′           |
| 1/23/23 | 12:05pm                | 10.5′          | 12:03pm        | 11.0′          | 1:24pm          | 8.1'           | 1:34pm                                   | 8.7′           |
| 1/24/23 | 12:58pm                | 10.3'          | 12:57pm        | 10.8′          | 2:17pm          | 7.9′           | 2:26pm                                   | 8.5′           |

<sup>\*</sup>Real-time forecasts are also available for Hampton Harbor via the National Weather Service.

8. Award Categories and Winner Selection: One (1) winning entry will be selected in each of the Contest Categories. Contest winners will be determined through a public voting process. During the Voting Period, members of the public may visit the <a href="Sponsor's website">Sponsor's website</a> to vote for their favorite entries in each of the Contest Categories. Limit one vote per entry per person (i.e., email address). The entry that receives the most votes in each Contest Category by the end of the Voting Period wins. Limit one (1) prize per entrant. If an entrant receives the most votes in multiple categories, they will be selected as the Contest Winner of the category in which they received the most votes. The entry(ies) that received the second-most votes in the other contest category(ies) will be selected as the alternate Contest Winner(s). Only votes submitted in accordance with these Official Rules during the Voting Period will be considered. Voters using multiple email addresses will be immediately discounted and disqualified. Voting using assistance of any kind including mechanical, form filling or other software or robotic or automated assistance with regard to all or any part of the voting process is not allowed, and these votes will be disqualified. Any evidence of vote buying, rigging, or exchanging will disqualify the entry. Any individual who, at the sole determination of the Sponsor, abuses the voting process in any way will be disqualified from participating in the voting process.



- **9. Contest Winner Notification:** Contest Winners will be announced on the Sponsor's digital presences no later than Thursday, February 16, 2023. Contest Winners will be notified by email on Friday, February 3, 2023. Contest winners must reply to the Contest Sponsor by Tuesday, February 7, 2023, to claim their prize. If a Contest Winner cannot be contacted or the prize notification is returned as undeliverable, the selected Contest Winner forfeits the prize and the entry that received the second-most votes in the same Contest Category will be selected as the alternate Contest Winner. If a selected Contest Winner chooses to decline a prize for any reason or fails to comply with any of the Official Rules, they will be disqualified and the prize will be forfeited.
- **10. Contest Prizes:** All Contest Winners will receive mention on the Sponsor's digital presences. In addition, all Contest Winners will receive one (1) \$50.00 gift card to a local restaurant of their choosing. Restaurants must be located within one of <a href="New Hampshire's coastal watershed communities">New Hampshire's coastal watershed communities</a>. Limit one (1) prize per entrant. Prizes will be sent to Contest Winners via mail or email.
- 11. License: By entering, each entrant grants Sponsor and its affiliates ("Authorized Parties") an irrevocable, perpetual, worldwide non-exclusive license to reproduce, distribute, display, and create derivative works of the entries in connection with the Contest and promotion of the Contest, in any media now or hereafter known including, but not limited to, display at a potential exhibition of contest entries, and publication in catalogs, brochures, newspapers, magazines, blogs, and websites. Display or publication of any entry on an Authorized Party's website does not indicate the entrant will be selected as a Contest Winner. Authorized Parties will not be required to offer entrants any compensation, credit, or additional consideration; to seek any additional approval; or provide any notification in connection with such use as authorized by the License. Additionally, by entering, each entrant grants to Authorized Parties the unrestricted right to use all statements made in connection with the Contest, and pictures or likenesses of Contest entrants, or choose not to do so, at their sole discretion, except where prohibited by law. Authorized Parties will not be required to offer entrants any compensation, credit, or additional consideration; to seek any additional approval; or provide any notification in connection with such use as authorized by the License.
- 12. Release and Limitations of Liability: By entering, entrants agree to release and hold harmless Sponsor, Woobox, Instagram, Facebook, Twitter, their respective parent, subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents (collectively, the "Released Parties") from and against any claim or cause of action arising out of participation in the Contest or receipt or use of any prize, including, but not limited to: (1) personal injury, illness, sickness, disease, death, or damage to or loss of property arising out of participation in the Contest or receipt or use or misuse of any Prize (including any travel related thereto); (2) unauthorized human intervention in the Contest; (3) technical error or failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in computer systems, servers, providers, hardware/software, and network connections; (4) technical or human error in the administration of the Contest; (5) printing and typographical errors; or (6) late, lost, undeliverable, damaged, or stolen mail. Entrants waive the right to claim any attorneys' fees and any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

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participating, you hereby release and hold harmless Woobox, Instagram, Twitter, and Facebook from any and all liability associated with this promotion.

- **13. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner.
- **14. Data Privacy:** Entrants agree that personal data, especially name, email address, and postal address, may be processed, shared, and otherwise used for the purposes and within the context of the Contest and any other purposes outlined in these Official Rules. The data may also be used by Sponsor in order to verify the entrant's identity, email address, postal address, and telephone number or to otherwise verify the entrant's eligibility to participate in the Contest. Personal data will be used by the Sponsor and its affiliates exclusively for the purposes stated herein.
- **15. Questions:** Questions and inquiries about contest rules can be emailed to nhcoastaladaptation@gmail.com.