



#KingTideNH2019 PHOTO CONTEST

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN.

1. Eligibility: The #KingTideNH2019 Photo Contest (“Contest”) is open to all legal residents of the fifty (50) United States and the District of Columbia. Members of the NH Coastal Adaptation Workgroup Social Media Team involved in the development or execution of the Contest and/or production or distribution of Contest materials may submit entries, but are not eligible to win any prizes. The Contest is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

2. Sponsor: The NH Coastal Adaptation Workgroup (“Sponsor”) is a collaboration of more than twenty organizations working to ensure coastal watershed communities are resourceful, ready, and resilient to the impacts of extreme weather and long term climate change. Learn more here: www.nhcaw.org.

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 October 27, 2019 at 12:00 AM Eastern Time (“ET”) and ends on October 30, 2019 at 11:59 PM ET.
- “People’s Choice Voting Period”: The People’s Choice Voting Period begins on November 4, 2019 at 12:00 PM ET and ends on November 8, 2019 at 12:00 PM ET.
- Contest Winner Announcement: Contest Winners will be announced on November 12, 2019.

5. How to Enter: During the Contest Submission Period, you may enter the Contest by posting a photo to Instagram, Twitter, and/or Facebook using the hashtag #KingTideNH2019. Those wishing to participate and who do not have an Instagram, Twitter, and/or Facebook account may enter by e-mailing submissions to nhcoastaladaptation@gmail.com.

There is a limit of three (3) entries per person allowed during the Contest Submission Period.

By entering, you agree that your Photo conforms to the Photo Requirements and Content Restrictions as defined below (collectively, the “Requirements and Restrictions”) and that Sponsor, in its sole discretion, may remove your Photo and disqualify you from the Contest if it believes, in its sole discretion, that your Photo fails to conform to the Requirements and Restrictions. Entrants may be asked to supplement their Submission (such as with a sentence about their photo or to provide the highest resolution version of their photo) any time on or after October 30, 2019.

PLEASE NOTE:

To enter the Contest using Instagram, Twitter, and/or Facebook, **your account and/or posts must be public in order to be eligible.** The Sponsor shall not be held liable if they are unable to view an entrant’s submission for any reason, including the failure on behalf of the entrant to adjust their account and/or post settings accordingly.



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6. Photo Requirements and Content Restrictions

- All entries must be photographed along New Hampshire’s tidal shoreline at approximately high tide on October 27-30, 2019. New Hampshire’s tidally influenced communities 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 times and heights for select local tide gauge stations are provided in Table 1.

Table 1. Predicted mid-day times and heights for select local tide gauge stations.

Date	Dover, Cocheco River, NH		Dover Point, NH		Fort Point, NH		Hampton Harbor, NH	
	Time (ET)	Height (FT)	Time (ET)	Height (FT)	Time (ET)	Height (FT)	Time (ET)	Height (FT)
10/27/19	12:31 PM	8.4	12:20 PM	7.8	10:54 AM	10.8	11:01 AM	10.1
10/28/19	1:19 PM	8.6	1:09 PM	8.0	11:42 AM	11.0	11:50 AM	10.4
10/29/19	2:06 PM	8.7	1:57 PM	8.1	12:31 PM	11.0	12:38 PM	10.5
10/30/19	2:54 PM	8.6	2:45 PM	7.9	1:20 PM	10.7	1:26 PM	10.3

Source: [NOAA Tide Predictions](#).

- Entrants must provide the following information for an entry to be eligible:
 - Title of the photo
 - Location where the photo was taken
 - Brief description or reflection, not to exceed 140 characters in length (*Optional*).
- Photos must be an accurate representation of the moment they purport to capture. Minor adjustments (e.g., cropping, sharpening and slight color corrections, use of Instagram filters) may be made, but significant alterations (e.g., distortions to exaggerate height of tide), whether done digitally or mechanically, will result in disqualification.
- Entries must not contain any watermarks, signatures, copyright notices, logos, or other identifying marks.
- Entries submitted via e-mail must be in .jpg .jpeg, .png format and must not exceed 5 MB in size.
- All 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).



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- If you choose to submit photo(s) that include people, you are required to submit a completed [Photo Release Form](#) to nhcoastaladaptation@gmail.com. Entries for which appropriate consent has not been provided will be disqualified.
- Aerial photos taken with Unmanned Aircraft Systems (UAS) or “drones” are permitted. Entrants are responsible for ensuring compliance with Federal Aviation Association rules and regulations. For more information, visit <https://www.faa.gov/uas/>.
- Photos 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.
- Photos must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous, or libelous.
- Photos 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.
- Photos 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.
- Photos involving the putting of any individual in danger, willful harassment of wildlife, or damage to the environment by the photographer will be disqualified.
- Entries submitted via Instagram, Twitter, and Facebook must comply with the Sponsor’s [Social Media Policy](#).

7. Award Categories and Contest Winner Selection: One (1) winning submission will be selected for each of the following award categories (“Contest Winners”):

- One (1) Most Vulnerable winner
- One (1) Most Resilient winner
- One (1) Best Halloween Theme winner
- One (1) People’s Choice winner

Contest Winners will be determined via the following process:

a. Finalists: After the conclusion of the Contest Submission Period, representatives of the Sponsor will select Fifty (50) finalists from all eligible Photos received during the Contest Submission Period based on the Judging Criteria defined below (the “Finalists”).

b. Contest Category Judging: A panel of judges to be selected by the Sponsor will select one (1) winner from among all Finalist entries for each of the following Contest Categories (“Category Winners”):

- **Vulnerability:** People, places, and/or things impacted by the king tide.
- **Resilience:** Man-made and nature based flood protection.
- **Halloween Theme:** Halloween costumes, decorations, etc., pictured with the king tide.

Photos will be judged by the Panel based on originality, technical excellence, composition, overall impact, and relevance to Contest Category (“Judging Criteria”). Limit one award per person.



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c. People's Choice Competition: During the Contest Submission Period, entries that have been submitted via Instagram, Twitter, and/or Facebook using the hashtag #KingTideNH2019 or via e-mail to nhcoastaladaptation@gmail.com will be uploaded to the People's Choice Voting Survey, available at: <https://tinyurl.com/VoteKingTideNH2019>.

Then, from November 4, 2019 at 12:00 PM ET through November 8, 2019 at 12:00 PM ET, the public will be invited to visit the People's Choice Voting Survey and vote for their favorite photos. Limit one vote per IP address per entry.

Only votes submitted in accordance with these Official Rules during the People's Choice Voting Period will be considered. Voters using multiple IP 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 People's Choice voting.

The one (1) eligible photo that receives the greatest number of votes as of the close of the People's Choice Competition (November 8, 2019 at 12:00 PM ET) will be named the People's Choice Winner. In the event of a tie in the People's Choice Competition, the Sponsor will select the People's Choice Winner via a random drawing from among all tied entries. Category Winners are also eligible to win the People's Choice Competition.

7. Contest Winner Notification: All Contest Winners will be announced on November 12, 2019. The Category Winners will be notified by direct message to the social media account used to submit the photo and/or email. If a Category Winner cannot be contacted or the prize notification is returned as undeliverable, the selected Category Winner forfeits the prize and an alternate Category Winner will be selected by Sponsor through an application of the Judging Criteria. If the selected Category Winner chooses to decline a prize for any reason or fails to comply with any of the Official Rules, he/she will be disqualified and the prize will be forfeited.

If the People's Choice Winner cannot be contacted or the prize notification is returned as undeliverable, the selected People's Choice Winner forfeits the prize and an alternate People's Choice Winner who received the second greatest number of votes will be selected by Sponsor. If the selected People's Choice Winner chooses to decline a prize for any reason or fails to comply with any requirements of the Official Rules, he/she will be disqualified and the prize will be forfeited.

8. Contest Prizes: All Contest Winners will receive mention on the Sponsor's digital presences. In addition, all Contest Winners will receive prizes donated by local businesses. Prizes will be announced on the Sponsor's digital presences prior to the Contest Submission Period. All Contest Winners will be given the option to pick up their prize or receive it by mail.

10. 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 (along with name credit) in connection with the Contest and promotion of the Contest, in any media now or hereafter known, for no additional compensation, including, but not limited to, display at a potential exhibition of contest finalists, 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 or People's Choice Winner. Authorized Parties will not be required to pay



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any additional consideration or seek any additional approval 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 pay any additional consideration or seek any additional approval in connection with such use.

11. Release and Limitations of Liability: By entering, entrants agree to release and hold harmless Sponsor, 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 Photo Contest or receipt or use of any prize, including, but not limited to: (1) personal injury, 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 Photo 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.

This Contest is in no way sponsored, endorsed or administered by Instagram, Twitter, and Facebook. Any third party trademarks appearing in these Official Rules are the property of their respective owners, are used for descriptive purposes only, and do not imply any sponsorship or endorsement of this Contest. By participating, you hereby release and hold harmless Instagram, Twitter, and Facebook from any and all liability associated with this promotion.

12. 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.

13. Winners List: To view the Contest and People’s Choice Winners, please visit the Sponsor website at www.nhcaw.org after the Contest has ended. The list of Contest and People’s Choice Winners will be posted after winner notification is complete.

14. Mailing List: If you enter by email, you will automatically be subscribed to the New Hampshire Coastal Adaptation Workgroup mailing list, which includes special event invitations and a quarterly newsletter. You may unsubscribe at any time.

15. Data Privacy: Entrants agree that personal data, especially name and 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, 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.

16. Questions: Questions and inquiries about contest rules can be e-mailed to nhcoastaladaptation@gmail.com.