Contest Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

1. Eligibility
   2022 KidsGardening Summer Photo Contest (the "Contest") is open to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of KidsGardening.org and other companies associated with the promotion of the Contest, and their respective parents, subsidiaries, affiliates and advertising and promotion agencies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Contest is subject to federal, state, and local laws and regulations.

2. Sponsor
   The Contest is sponsored by KidsGardening.org, located at 132 Intervale Road, Burlington, Vermont 05401.

3. Agreement to Official Rules
   Participation in the Contest constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

4. Contest Period
   The Contest begins on July 7, 2022 at 12:00 PM EST and ends on August 8, 2022 at 11:59 PM PST (the "Contest Period"). Entries that are submitted before or after the Contest Period will be disqualified. Submissions will be accepted for the duration of the Contest using any of the following methods:

   Online

5. How to Enter
   Online: This method of entry will be available by visiting our website (www.kidsgardening.org) and following the directions provided to fill out the entry information, and submit.

   Limit two(2) entries per kid, per category, per household for the duration of the Contest Period, regardless of method of entry. All entries become the property of Sponsor and will not be acknowledged or returned.
6. **Prize Drawing**
On or about August 30, 2022, the Sponsor will select potential winners from among all eligible entries received. The odds of being selected depend on the number of entries received. The Sponsor will attempt to notify the potential winner email on or about August 30, 2022. If the potential winner cannot be contacted within five (5) days after the date of the first attempt to contact him/her, the Sponsor may select an alternate potential winner in his/her place from the remaining non-winning, eligible entries.

7. **Winner Notification**
The potential winners will be notified by email. If a potential winner cannot be contacted, or prize is returned as undeliverable, potential winner forfeits prize. If the potential winner is at least 18 but still considered a minor in his/her jurisdiction of residence, Sponsor reserves the right to award the prize in the name of his/her parent or legal guardian, who will be required to fulfill any other requirements imposed on winner set forth herein. Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner from among all remaining eligible entries. Prizes will be fulfilled approximately 1-2 weeks after the conclusion of the Contest.

8. **Prizes**

Category Prize (10) - $50 gift card to Gardener's Supply Company and seed collection

Honorable Mention (10) - Seed packet collection

9. **General Conditions**
In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Contest is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Contest and, in the event of termination, award the prize at from among the eligible, non-suspect entries.
received up to the time of the impairment. The Sponsor reserves the right in its sole
discretion 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 these Official Rules or in an
unsportsmanlike or disruptive manner. Any attempt by any person to damage the
website or undermine the legitimate operation of the Contest may be a violation of
criminal and civil law, and, should such an attempt be made, the Sponsor reserves the
right to seek damages (including attorney's fees) and any other remedies from any such
person to the fullest extent permitted by law. Failure by the Sponsor to enforce any
provision of these Official Rules shall not constitute a waiver of that provision.

10. Release and Limitations of Liability
By participating in the Contest, entrants agree to release and hold harmless the
Sponsor, and each of their respective parents, subsidiaries, affiliates, advertising and
promotion agencies, other companies associated with the Contest, and each of their
respective officers, directors, employees, shareholders, representatives, and agents
(the Released Parties) from and against any claim or cause of action arising out of
participation in the Contest or receipt or use of the prize (including any travel or
activity related thereto), including, but not limited to: (a) any technical errors associated
with the Contest, including lost, interrupted or unavailable Internet Service Provider
(ISP), network, server, wireless service provider, or other connections, availability or
accessibility or miscommunications or failed computer, satellite, telephone, cellular
tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed,
or misdirected transmissions or computer hardware or software malfunctions, failures
or difficulties; (b) unauthorized human intervention in the Contest; (c) mechanical,
network, electronic, computer, human, printing or typographical errors; (d) application
downloads, (e) any other errors or problems in connection with the Contest, including,
without limitation, errors that may occur in the administration of the Contest, the
announcement of the winner, the cancellation or postponement of the event and/or the
flyover, if applicable, the incorrect downloading of the application, the processing of
entries application downloads or in any Contest-related materials; or (f) injury, death,
losses or damages of any kind, to persons or property which may be caused, directly
or indirectly, in whole or in part, from entrants participation in the Contest or
acceptance, receipt or misuse of the prize (including any travel or activity related
thereto). Entrant further agrees that in any cause of action, the Released Parties liability
will be limited to the cost of entering and participating in the Contest, and in no event
shall the entrant be entitled to receive attorney's fees. Released Parties are also not
responsible for any incorrect or inaccurate information, whether caused by site users,
tampering, hacking, or by any equipment or programming associated with or utilized in
the Contest. Entrant waives the right to claim any damages whatsoever, including, but
not limited to, punitive, consequential, direct, or indirect damages.

11. Disputes
Except where prohibited, each entrant agrees that any and all disputes, claims and
causes of action arising out of, or connected with, the Contest or any prize awarded
shall be resolved individually, without resort to any form of class action, and
exclusively by the appropriate court located in Vermont. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of Vermont, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than Vermont.

12. **Privacy**

Information collected from entrants is subject to sponsor's privacy policy.