



2021 Fall-2022 Winter Habitat Photo Contest

Entry Period

The Pheasants Forever and Quail Forever (PFQF) Spring Habitat Photo Contest (the “Contest”) begins September 1, 2021 and ends January 31, 2022. (The “Contest Entry Period”). Entry into this Contest constitutes your acceptance of these Official Rules. Photos do not need to be taken during the Contest Entry Period.

Sponsors

Pheasants Forever, 1783 Buerkle Circle, St. Paul, MN 55110.

Who May Enter

The Contest is open to all legal residents of the 50 United States, the District of Columbia, and Canada (excluding Quebec) who are 13 years of age or older as of January 1, 2022. Employees of the Pheasants Forever, Inc., its officers, directors of its national, state and center boards, and their immediate families (parents, children, siblings and spouses, regardless of where they reside) or those living in the same household (whether or not related) are also eligible to participate.

Eligible Photographs

Eligible individuals (the “Entrant” or “You”) may submit multiple photographs that depict wildlife habitat in any form.

To be eligible to win a prize, **all submitted photographs must include a habitat project** (wildlife food plots, pollinator plantings, CRP, etc) or be directly related to habitat projects. Photos must accurately reflect the subject matter as it appeared in the viewfinder (a “Photograph”). Normal processing of original file is acceptable, including:

- cropping
- minor adjustments to color, white balance, tone, lighting levels and curves, shadows and highlights, saturation, contrast, sharpness
- moderate dodging and burning
- removal of dust spots and reduction of image noise

Photographs that have been digitally or otherwise altered beyond standard optimization will be disqualified. That includes:

- HDR frame stacking
- stitched panoramics
- images that have been manipulated by the addition, removal, or alteration (painting over, cloning, or blurring) of anything in the original subject and scene that were photographed
- borders, signatures or watermarks

You may be required to provide Pheasants Forever with original image files (RAW, jpg, etc.) in the timeframe provided upon request (generally within 7 days). Failure to provide original files may result in the disqualification of the Photograph at the sole discretion of Pheasants Forever. Any entrant that contacts a judge (not the general photo contest email account) while the competition is open or during the judging phase may be disqualified. The decision by the Sponsors to disqualify any Submission is final.

How to Enter

To enter this contest eligible photos must:

- 1) be submitted to photocontest@pheasantsforever.org during the Contest Entry Period
- 2) Email must **contain** text which includes:
 - a. The **product featured** in the image (corn, Blizzard Buster, pollinator habitat, CRP, etc)
 - b. **Photographer name**
 - c. **County and state** where the photograph was taken

- d. **Month** the photograph was taken
- 3) Photos must
- a. **Be an attachment at least 1MB in size** and no more than 25 MB
 - b. Be saved in **JPG format**
 - c. Subject must focus on or be directly related to a **wildlife habitat project**

Judging

Judging will be conducted by the Pheasants Forever seed team staff. Eligible photographs will be scored using the following criteria:

- Originality (30%)
- Artistic merit (30%)
- Image message (40%) does the image tell a story?

An entrant may win more than one prize. In the event of a tie for any prize, the Judges will use the Image Message score of each tied Photograph to rank the Photographs. The Photograph with the highest Image Message score will be the winner for that prize. If there continues to be a tie after the Image message scores, the Judges will compare and rank the Artistic Merit scores, and then the Originality scores, in that order. If the scores of the Photographs are still tied, a separate panel of judges will be assembled to compare tied photographs. The decisions of the Judges and the Sponsors will be final. Winners will be contacted and confirmed by email / telephone on or about **first Tuesday following the end of the contest period.**

Prizes

A single prize will be awarded to the highest scoring photograph. The entrant of winning photographs will receive their choice of 1 bag for any of the Pheasants Forever Signature Series Food Plot products delivered to the address of their choice. Signature Series Food Plot mixes are listed at www.PFHabitatStore.com/store/items/FP/ and range in value from \$45 to \$120 per bag. Total value of prize is based on individual winning entrant choice, \$120.

Winner may be required to sign an Affidavit of Eligibility / Release of Liability and Publicity (together, the “Releases”), if required and return that form properly executed to Pheasants Forever within 7 days of notification. The seed team may disqualify any winner who fails to respond to the prize notification or fails to

return the required documents within the seven-day period and, at staffs' sole discretion, select an alternate winner. If any Prize or Prize notification is returned as undeliverable, a winner declines his or her Prize, or a winner fails to comply with any of these Official Rules, that winner will be disqualified and an alternate winner may be selected by the Judges using the scoring procedure outlined above.

Winners are responsible for the payment of any taxes on Prizes.

Prizes will be awarded within 45 days of each winner being confirmed.

Prize Conditions

All expenses related to the acceptance or use of any Prize is the sole responsibility of prize winner.

Prizes are not redeemable for cash, except at the sole discretion of the seed team staff. No substitution is permitted except if Prize or Prize component is unavailable, in which case a prize of equal or greater value will be awarded. Any other incidental expenses on Prize not specified herein are the sole responsibility of each winner. Once a Prize has been delivered to the winner's residence, the Prize is considered awarded.

General Conditions

By submitting a Photograph to this Habitat Photo Contest, you agree to the following:

1. You represent and warrant that: a) You are the sole and exclusive author and owner of the Photograph and all rights therein; b) The Photograph has not won any previous awards, prizes or competitions; c) You have the full and exclusive right, power, and authority to submit the Photograph and to grant Pheasants Forever the rights granted herein, including a worldwide copyright license, upon the terms and conditions set herein; d) No rights in the Photograph have been previously granted to any person, firm, corporation or other entity, or otherwise encumbered such that the prior grant would limit or interfere with the rights granted to the Sponsors herein; e) No part of the Photograph has been published by Pheasants Forever or Quail Forever magazines, on any portion of the Pheasants Forever (www.pheasantsforever.org) or Quail Forever

(www.quailforever.org) websites; and, f) No part of your Photograph defames or invades the privacy or publicity rights of any person, living or deceased, or otherwise infringes upon any third party's copyright, trademark or other personal or property rights.

2. You acknowledge that: a) Sponsors have the right in their sole discretion to disqualify any Photograph at any time if they determine that the Photograph is offensive, inappropriate, or contrary to the Sponsors' reputations, or that you or your Photograph have not complied with any of the Official Rules; b) Sponsors are not responsible for misdirected, incomplete, lost, late, undelivered, inaccurate, illegible, or delayed Submissions, for technical, hardware, or software failures of any kind, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmissions, for human, mechanical, typographical, printing, electronic, or network errors, for errors which may occur in connection with the administration of the Contest, the processing of Submissions, the announcement of prizes, or any other errors, any of which may limit or affect your ability to participate in the Contest; c) Sponsors have the right to modify, suspend or cancel the Contest in the event that it becomes infected by a computer virus or is otherwise technically impaired, and to suspend or cancel the Contest in its entirety should tampering, unauthorized access, fraud, technical failures, acts of God or other causes corrupt the administration, security, fairness, or integrity of the Contest. If the Contest is suspended, Sponsors may select winners from the set of all non-suspect, eligible Submissions received up to the date of cancellation using the judging procedure outlined above, or, in their sole discretion, cancel the Contest and decide to award no Prizes; d) You may be disqualified from entering the Contest if it is determined by the Sponsors that you engaged in false or deceptive acts; e) Mass entries generated by script, macro or use of automated devices will be disqualified; f) By entering the Contest, you are not creating a confidential or fiduciary relationship with the Sponsors; g) Sponsors may themselves create other artwork, receive Submissions from other Entrants for this Contest, or receive photographs from third parties in connection with Sponsors' customary business that are similar or identical to your Photograph in theme, idea, format or other respects. You waive any and all claims you may have now or may have in the future that your Photographs are substantially similar in theme, idea or format to any photographs or other artwork in Sponsors' possession; and, h) Sponsors and their designees have the right, unless prohibited under law, to use your name, city and state of residence, voice, picture and likeness, without compensation, notification or approval, for the purpose of advertising and publicizing the Sponsors' goods and services and publicizing the Contest, in any manner or medium, now or hereafter known, worldwide and in perpetuity.

3. If any Photograph in your Submission contains any material or elements not owned by you, or which are subject to the rights of third parties, you are responsible, prior to submitting the Photograph, for obtaining any and all releases necessary to permit the use and exhibition of the Photograph in all the manners contemplated by these Official Rules, including, without limitation, permission to use the name and likeness of any person who appears or is identifiable in the Photograph. You may be required to provide proof of these permissions in a form acceptable to Pheasants Forever, and if you fail to provide such proof within seven days of request by Pheasants Forever, your Photograph will be disqualified.

4. You irrevocably grant to each Pheasants Forever a non-exclusive, worldwide, royalty-free, perpetual license to use the Photograph in any manner, including all associated use, reproduction, distribution, sublicense, derivative works, and commercial and non-commercial exploitation rights in any and all media now known or hereafter invented, including, but not limited to: a) Pheasants Forever and Quail Forever Magazines and all websites and blogs; b) the Pheasants Forever Habitat Store (www.PFHabitatStore.com) website; c) any slideshows, brochures, newsletters, articles, reports, calendars and publications; c) solicitations; d) promotions and communications; and e) physical and digital galleries. You may be required to execute any documents necessary to perfect such rights in the Sponsors.

5. You hereby release Pheasants Forever, their parent companies, subsidiaries, affiliates and divisions, and their respective directors, officers, employees, and agents from any and all liability, loss or damage arising from or in connection with your participation or attempt to participate in the Contest, and/or the awarding, receipt, use or misuse of a Prize or participation in any Prize-related activities; from claims based on publicity rights, defamation or invasion of privacy; and from claims based on the infringement of or protection of the copyright in your Submission.

6. You agree to indemnify, defend and hold harmless the Sponsors against any claims by any third party related to a breach of any of these General Conditions, including, but not limited to, a claim of ownership of any copyright, trademark, or any personal or property rights, libel, defamation, invasion of privacy or right of publicity, or your failure to pay taxes on any Prize.

7. The Sponsors and their parent companies, subsidiaries, affiliates and divisions, and their respective directors, officers, employees, attorneys, representatives and agents make no warranties, and hereby disclaim all warranties, express or implied, concerning the Contest and any Prize furnished or awarded in

connection with the Contest, including, but not limited to, Pheasants Forever's ability to award a Prize due to its bankruptcy, insolvency or failure to continue its business. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND THE CONTEST ENTITIES HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NONINFRINGEMENT.

8. If your Photograph is determined by Pheasants Forever in its sole discretion to be ineligible at any time during or after the Contest Entry Period, that Photograph will be removed from the judging. If your Photograph is found to have been ineligible after it was awarded a Prize, you agree to return the Prize or the value of such Prize to Pheasants Forever immediately following notification of ineligibility. If you are disqualified by Pheasants Forever in its sole discretion for a violation of any of these Official Rules at any time during or after the Contest Entry Period, all of your Submissions will be disqualified from the Contest and, in the event that any of your Submissions were awarded a prize, you agree to return the Prize or the value of such Prize to Pheasants Forever immediately following notification of disqualification.

Privacy

Personal information collected from online entries is subject to Pheasants Forever's Privacy Policy, which can be found at <https://www.pheasantsforever.org/SpecialPages/About-Us-Pages/Privacy-Policy.aspx>, provided, that in the event of any conflict between these Official Rules and such Privacy Policy, the terms and conditions of these Official Rules prevail.

Winner Confirmation

Winner will be announced in the quarterly seed team "On-The-Ground" e-newsletters and on the Seed Team Facebook page.

This Contest is void where prohibited by law. Contest is governed by U.S. law and subject to all applicable federal, state and local laws and regulations.