

The 2020 Photo Contest Official Rules Sponsored by Visit Charlevoix. The Visit Charlevoix (“Sponsor”) “2020 Photo Contest” (the “Contest”) begins on **November 9, 2020 at 9:00 a.m. Eastern Time (“ET”)** and ends on **November 23, 2020 at 11:59 p.m. ET** (the “Contest Period”). NO PURCHASE NECESSARY TO ENTER OR WIN. NO ENTRY FEE. VOID WHERE PROHIBITED. VALID IN THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA ONLY. ENTRY IN THIS CONTEST CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES.

1. **CONTEST:** The entry period for the Contest begins at 9:00 a.m. ET on **November 9, 2020 and ends at 11:59 p.m. ET on November 23, 2020** (the “Contest Entry Period”). During this period, the public may submit photographs. The voting period for the Contest begins at 9:00 a.m. **November 30, 2020 and ends 11:59 p.m. December 7, 2020**. During this period, the public may vote on the Photo Entries (defined below) posted on the Visit Charlevoix Facebook page (defined below). **On or before December 18, 2020**, Sponsor will determine and announce winner of the Contest, and the prize will be awarded in accordance with these Official Rules (the “Official Rules”).
2. **BINDING AGREEMENT:** In order to enter the Contest, you must agree to these Official Rules. Therefore, please read these Official Rules prior to entry to ensure you understand and agree. You agree that submission of a Photo Entry in the Contest constitutes agreement to these Official Rules. You may not submit a Photo Entry to the Contest and are not eligible to receive the prize described in these Official Rules unless you agree to these Official Rules. These Official Rules form a binding legal agreement between you and Visit Charlevoix with respect to the Contest.
3. **ELIGIBILITY:** The Contest is open only to legal residents of any of the fifty (50) states of the United States and the District of Columbia (excluding Puerto Rico and U.S. territories) who, as of the date of entry, are 18 years of age or older and have internet access. Employees of Sponsor and its respective affiliates, subsidiaries, advertising agencies, promotion, fulfillment and other coordinating agencies, and the immediate family members and/or household members of any such persons or entities are not eligible to participate in the Contest. The Contest is subject to all applicable federal, state, and local laws and regulations and void where prohibited or restricted by law.
4. **HOW TO ENTER:** During the Contest Entry Period, you may enter the Contest by uploading before the end of the Contest Entry Period: (a) an original photographic image of Charlevoix county that captures a memorable moment and highlights what Visit Charlevoix means to you (a “Photo”) and (b) a one-sentence summary of the location or place in Charlevoix County where the photograph was taken (a “Statement”) via any of the following four (4) methods: (1) enter on Visit Charlevoix’s Facebook Page, accessible at <http://www.facebook.com/VisitCharlevoix> (the “Visit Charlevoix Page”) and (a) “Like” the Visit Charlevoix Facebook Page, (b) send Visit Charlevoix’s a Facebook message with the photo you would like to enter; (2) enter via Visit Charlevoix’s website; or (3) upload and share your Photo via Instagram, including your Statement and the hashtag #VisitCharlevoix #YesCharlevoix #CVXPhoto20 in the caption or comment, and ensuring your Photo and Statement are publicly viewable via Instagram (4) email your photo to info@visitcharlevoix.com. Together, each Photo and Statement is referred to as a photo entry (“Photo Entry”). Each Photo Entry must meet the “Photo Entry Requirements” described below. All Photo Entries must be successfully submitted during the Contest Entry Period to be eligible for the Contest. Any use of robotic, automatic, programmed or similar entry

methods will void all such entries by such methods. There is a limit of one Photo Entry per day per entrant by any method of entry. Entrants violating any of these Official Rules may be disqualified.

5. **PHOTO ENTRY REQUIREMENTS:** Entrant's Photo Entry must be original, of entrant's own creation, and must not have been entered in any other competition or promotion, including other competitions or promotions conducted by Sponsor. Any Photo Entry that, in Sponsor's sole and absolute discretion (i) is obscene, profane, lewd or defamatory; (ii) includes anti-social content, a commercial solicitation or promotional materials, or address, phone number, or URL address; (iii) does not meet the requirements outlines in these Official Rules or on the Visit Charlevoix Facebook Page; (iv) includes branded items; (v) is not in keeping with Sponsor's image, or (vi) is otherwise objectionable, may not be considered and may be disqualified. All Photo Entries become the property of Sponsor upon submission and will not be acknowledged or returned. Entrant represents and warrants that entrant's Photo Entry (i) is original, of entrant's own creation, (ii) has not been entered in any other competition or promotion, including other competitions or promotions conducted by Sponsor, and (iii) does not violate the intellectual property or proprietary rights of other parties. Entrant hereby agrees not to instigate, support, maintain or authorize any action, claim or lawsuit against Sponsor or any other person on the grounds that any use of any Photo Entry as provided herein, infringes any of entrant's rights as grounds that any use of any Photo Entry as provided herein, infringes any of entrant's right as the creator of the Photo Entry as provided herein including, without limitation, trademark rights, copyrights and moral rights or "droit moral". *By submitting a Photo Entry, entrant hereby grants Sponsor and its affiliates, subsidiaries, successors, assigns, licensees, sub-licensees, agents and representatives an irrevocable, worldwide, royalty-free, unrestricted, perpetual sub-licensable (through multiple tiers) and transferable right and license to use, copy, transmit, publish or otherwise distribute, modify, create derivative works based upon, incorporate into other works, publicly perform and display the Photo Entry or any portion thereof, in or through any medium, whether now known or hereafter created (including, but not limited to, on the Visit Charlevoix Facebook Page, other websites owned or controlled by Sponsor, its affiliates or anyone acting on Sponsor's authority, and in Sponsor's e-mails, Facebook, Twitter or Instagram communications), for any and all lawful purposes, and agrees to execute documents, instruments or agreements confirming such right and license at Sponsor's reasonable request.* Nothing herein shall constitute an employment, joint venture, or partnership relationship between entrant and Sponsor. For submissions of Photo Entries through the Visit Charlevoix Facebook Page, the photographic image file(s) must be in a .gif, .jpg., or .jpeg format and no larger than 10MB in file size. Directions will be provided on the Visit Charlevoix Facebook Page for the specific format requirements and uploading instructions for your Photo Entry. Photo Entries submitted via Instagram or Twitter must be submitted in the format(s) accepted on Instagram or Twitter. All Photo Entries must comply with Facebook's, Instagram's and/or Twitter's term of use, as applicable, and these Official Rules.
6. **WINNER SELECTION:** All eligible Photo Entries will be featured on the Visit Charlevoix Facebook Page, regardless of the method of Photo Entry submission used by the entrant. Sponsor, in its sole discretion, reserves the right at any time not to post, or to remove, any Photo Entry that fails to comply with these Official Rules. During the Voting Period, visitors to the Visit Charlevoix Facebook Page will be given the opportunity to vote on eligible Photo Entries. Anyone may vote,

and an entrant may vote on his/her own Photo Entry; provided, however that in order to vote, visitors must first have or create a Facebook account and "Like" the Visit Charlevoix Facebook Page. Voters may vote for multiple entries; however, only one (1) vote per person (meaning one vote per Facebook account) will be allowed per entry during the Voting Period. Entrants are prohibited from obtaining votes by any fraudulent or inappropriate means, including, without limitation, offering prizes or other inducements to the public, as determined by Sponsor in its sole and absolute discretion. Use of script, macro or any automated system to vote or with the intent to impair the integrity of the voting process is prohibited and all such votes will be void. Sponsor encourages voters to judge Photo Entries using the Judging Criteria for winning set forth in these Official Rules. The ten (10) Photo Entries with the highest number of votes at the end of the last day of the Voting Period (the "Top 10") will be judged by a panel of Sponsor's employees according to the following criteria: representation of Visit Charlevoix, quality, personality (the "Judging Criteria"). One (1) photo will be selected from the Top 10 for the prize described in section 8 below.

Decisions of the Sponsor will be final. Potential prize winners must meet all eligibility requirements and fully comply with these Official Rules. Sponsor's decisions as to the number of votes for each Photo Entry (after excluding, in its discretion, any ineligible votes or other votes not compliant with these Official Rules) are final.

7. **WINNER NOTIFICATION:** Potential prize winners will be notified by the Sponsor via e-mail, public Tweet and/or direct message to winners' Twitter handle, or by Instagram comment, as applicable and in the Sponsor's sole discretion. Except where prohibited by law, winners may be required to sign and return an affidavit of eligibility and publicity/liability release within twenty-four (24) hours of notification and provide any additional information that may be required by Sponsor. Sponsor shall have no liability for any potential prize-winning that is lost, intercepted or not received by any potential winner for any reason. If a selected winner cannot be contacted, is ineligible, fails to claim a prize and/or where applicable an affidavit of eligibility and publicity/liability release is not timely received, is incomplete or modified, the prize may be forfeited and an alternate winner may be selected from remaining valid, eligible entries that have paperwork submitted in the time allotment. In the event of a dispute regarding who submitted an entry, the entry will be deemed submitted by the authorized account holder of the e-mail address connected with the Facebook, Twitter or Instagram account from which the entry was sent. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet service provider or other organization (e.g. business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. **Selection and notification of winner will be made no later than, December 18, 2020 by 11:59 p.m. ET.**
8. **PRIZES AND ODDS OF WINNING:** The prize to be awarded from the Contest is described below. Odds of winning depend on the number of eligible entries received: (a) Grand Prize: One (1) winner will be selected by Sponsor according to the judging criteria described above and will have their photograph printed in the 2021 travel planner of the Visit Charlevoix Travel Planner published by Nickel Design (estimated value of \$490). In the event that the Grand Prize cannot be awarded due to circumstances outside of Sponsor's control, an alternate prize of equal value may be substituted.

9. **GENERAL RULES:** The Contest is offered by the Visit Charlevoix, which is not responsible for (i) late, lost, delayed, damaged, postage-due, incomplete, illegible, misdirected or undeliverable entries, responses, or other correspondence, whether by e-mail or postal mail or otherwise; (ii) theft, destruction, unauthorized access to or alterations of entry materials; or (iii) phone, electrical, network, computer, hardware, software, program or transmission malfunctions, failures or difficulties. By participating in the Contest, entrants further agree to waive, release, indemnify, defend and hold harmless Sponsor and its partners, affiliated companies and subsidiaries and their directors, officers, employees, sponsors and agents, including advertising and Contest agencies, and assigns, and any other organizations related to the Contest, including, but not limited to, Facebook, Twitter and Instagram (together, the "Released Parties"), from and against, any claims, injuries (including death), loss, expenses or damages and/or liabilities of any nature that in any way arise in whole or in part from the acceptance, possession, use of enjoyment of a prize or parts thereof, participation in the Contest, or in any prize-related activity, including, without limitation, any (i) condition caused by events beyond Sponsor's control that may cause the Contest to be disrupted or corrupted, (ii) injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of the prize, or acceptance, possession, or use of the prize, or from participation in the Contest, (iii) printing or typographical errors in any materials associated with the Contest, (iv) electronic, network or computer failures or malfunctions, or other hardware, software or technical errors of any kind, including any injury or damage to any person's computer related to, or resulting from, participation in the Contest or for other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, or (v) infringement of any intellectual property rights or proprietary rights of other parties. IN NO EVENT WILL SPONSOR BE LIABLE TO ENTRANTS FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH ENTRANTS' PARTICIPATION IN THE CONTEST, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SPONSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.
10. **ADDITIONAL CONDITIONS:** Except where prohibited, by winning any prize, winner consents to the use of his/her name, photo and/or likeness, biographical information, entry materials and statements attributed to winner for advertising and promotional purposes, including without limitation, inclusion in Sponsor's Visit Charlevoix Travel Planner, newsletters, the Visit Charlevoix Facebook Page and Sponsor's homepage at www.visitcharlevoix.com, without additional compensation. Sponsor reserves the right, in its sole discretion, to cancel, modify, or suspend the Contest in whole or in part, in the event of fraud, technical, or other difficulties or if the integrity of the Contest is compromised, without liability to the entrant. Sponsor reserves the right in its sole and absolute discretion to disqualify any individual that (i) tampers or attempts to tamper with the entry process or the operation of the Contest or the Visit Charlevoix

Facebook Page; (ii) violates these Official Rules; or (iii) acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. The Contest is subject to these Official Rules and all applicable federal, state, provincial and local laws and regulations apply. As stated above, the Contest is void where prohibited or restricted by law. By participating in the Contest, you acknowledge that you have read these Official Rules and agree to abide by them and by the decisions of Sponsor, which are final and binding on all matters pertaining to the Contest. These Official Rules are governed by the State of Michigan, excluding rules governing choice of laws.

11. LAWSUITS: Any action, suit or case arising out of, or in connection with, the Contest or these Official Rules must be brought in the state or federal courts located in Michigan.
12. PERSONAL INFORMATION: Sponsor may collect personal data about entrants online, in accordance with its privacy policy and as may be more specifically set forth in these Official Rules. Please review these Official Rules and Sponsor's privacy policy at www.visitcharlevoix.com/terms-and-conditions. By participating in the Contest, entrants hereby agree to Sponsor's collection and use of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.
13. SPONSOR: The Sponsor of the Contest is Visit Charlevoix, 109 Mason St, Charlevoix, MI 49720.
14. DISCLAIMER: The Contest is in no way sponsored, endorsed or administered by, or associated with Facebook, Instagram, Pinterest, or Twitter. By participating in the Contest, you acknowledge and agree that you are providing your entry information to Sponsor, and not to Facebook, Instagram, Pinterest, or Twitter.