

## INSTAGRAM CONTEST OVERVIEW

### The basics:

1. The Friends of the Public Garden's 50<sup>th</sup> Anniversary Instagram contest runs from Friday, February 28, 2020 to Monday, June 15, 2020.
2. Participants are encouraged to submit and post representative images they encounter within the Boston Common, Public Garden, and/or Commonwealth Avenue Mall to the [official contest page](#), then to Instagram with the tag #Friends50th for a chance to win a selection of prizes and a featured photo on one of our 50th Anniversary Banners.
3. Entries must be original content, produced by the contestant and captured within the Commonwealth of Massachusetts during 2019 or 2020.
4. Eligible entries must showcase a scene featuring one of these three parks: the Boston Common, Public Garden, and Commonwealth Avenue Mall.
5. Each photo can only be submitted for consideration once during the contest period. Repeated submissions of the same photo could result in disqualification.
6. Winning entries will be selected during two rounds of judging by a 3-member panel of judges from the Friends of the Public Garden. The first round (semi-final) will be to select approximately 30 semi-finalists. The second round (final) will result in the selection of nine winning entries. Three photos representing each of the three parks will be selected for a total of nine winning entries.
7. Entries will be judged on representation of the three parks, visual impact and composition.
8. Entries can be submitted and posted any time between February 14, 2020 and June 15, 2020. The winners will be selected within 10 days after the end date of the contest, no later than June 25, 2020.
9. The winning photos will be featured on the Friends' 50<sup>th</sup> Anniversary banners lining the three parks beginning in August 2020.
10. All contest winners' images submitted to our [official contest page](#) and @friendsofthepublicgarden may be included on the website and blogs of the Friends' affiliates, subsidiaries, advertising, and promotion agencies.

### The prize

Finalist prize: TBA

## CONTEST REQUIREMENTS:

1. Eligible entries must showcase a scene featuring one of these three parks: the Boston Common, Public Garden, and/or Commonwealth Avenue Mall. Share your favorite views and moments from the three parks.
2. Photos must be submitted by visiting the [official Instagram Contest page](#), then uploading and tagging @friendsofthepublicgarden and using the hashtag #Friends50th beginning Friday, February 14, 2020. The final submission date is Monday, June 15, 2020. No late submissions will be accepted.
  - a. Images sent through the mail or email will not be accepted.
  - b. Images must be submitted on the [official contest page](#) and shared to Instagram. Submissions not meeting this criteria will not be accepted.
3. Photographs will be accepted only from the original photographer who must be the sole author and the owner of the copyright for photos submitted.
  - a. Each photo can only be submitted for consideration once during the contest period.

- b. Repeated submissions of the same photo could result in disqualification.
4. Image entries may be color, horizontal or vertical format, but horizontal is preferred.
5. Your digital image must meet or exceed resolution requirements to meet the criteria required by the Judging Procedures outlined below.
  - a. Watermarks, Signatures or Copyright Notices detract from the natural appearance of photographs and are not permitted on entries for this contest. Remove any such markings prior to submission.
  - b. Do not add any elements or objects that do not exist in the original scene.
6. To be eligible as a Winner, entries must be able to provide original high-res photo with the following design dimensions. Please note, the winning photos will be featured on Friends' 50<sup>th</sup> Anniversary banners, which are double sided and printed on a single piece of banner material. Failure to provide high-res images upon request may result in disqualification from the contest.
  - a. Be able to be printed on 30"x60" and 24"x54" banners.
  - b. 300 dpi JPEG format with one side at least 3000 pixels (e.g., for an 8x10 inch photograph a minimum of 2400x3000 pixels) and no larger than 12x14 inches (3600x4200 pixels). Images must be no larger than 10MB.
7. Participants must accept the Contest Rules and Procedures (below), including the Terms and Conditions on Use of Submitted Images, before tagging an image for entry in the contest. Participation in the contest shall be considered an acceptance of the contest rules and procedures.

## CONTEST RULES

1. **Eligibility:** This Contest is open only to those who are 18 years of age or older as of the date of entry. The Contest is only open to legal residents of the United States and is void where prohibited by law. The Friends of the Public Garden, its staff and board members, council members, and current contractors are not eligible to participate in the Contest. The Contest is subject to all applicable federal, state, and local laws, and regulations. Void where prohibited.
2. **Agreement to Rules:** By participating, the Contestant ("You") agree to be fully and unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of the Friends of the Public Garden as final and binding as it relates to the content of this Contest.
3. **Contest Period:** Entries will be accepted online starting on February 14, 2020 at 12:00am ET, and ending on June 15, 2020 at 11:59pm ET. All entries must be received by June 15, 2020 at 11:59pm ET.
4. **How to Enter:** To enter the Contest, submit your photo with scenes from the Boston Common, Public Garden, and/or Commonwealth Avenue Mall on the [official contest page](#). Then upload and post images to Instagram with the @friendsofthepublicgarden account tagged and use the hashtag #Friends50th. The entry must fulfill all Contest requirements, as specified above, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Friends of the Public Garden. Each individual may only win once. If You use fraudulent methods or otherwise attempt to circumvent the rules, such as using multiple email addresses, identities, or devices to win more than once, your submission may be removed from eligibility at the sole discretion of Friends of the Public Garden.

5. **Prizes:** The Winner(s) of the Contest (the “Winner”) will receive a prize selected by the Friends of the Public Garden. Participants are only allowed to win once. Actual/appraised value may differ at time of prize award. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for the Friends of the Public Garden to use Winner’s name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.
6. **Odds:** The odds of winning depend on the number of eligible entries received.
7. **Winner Selection and Notification:** Winners will be selected by a 3-member panel, which includes Friends of the Public Garden board member, a public relations professional, and a professional photographer. Winners will be notified by Direct Message on Instagram within five (5) days following the selection of Winners. Friends of the Public Garden shall have no liability for Winner’s failure to receive notices due to spam, junk e-mail or other security settings or for Winner’s provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within 10 days from the time award notification was sent, the prize may be forfeited, and an alternate Winner will be selected from the semi-finalist list. Winners will be required to present a photo ID to claim the prize. Winners must use their full names to accept the prize. Receipt by Winner of the prize offered in this Contest is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT THE FRIENDS OF THE PUBLIC GARDEN’S SOLE DISCRETION) WILL RESULT IN WINNER’S DISQUALIFICATION AS WINNER OF THE CONTEST, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.
8. **Rights Granted by You:** By entering content, You understand and agree that Friends of the Public Garden and any third party acting on behalf of the Friends shall have the right, where permitted by law, to print, publish, broadcast, distribute and use in any media now known or hereafter developed, in perpetuity and throughout the world, without any further compensation, notice, review, or consent. By entering this content, You represent and warrant that your entry is an original work of authorship and does not violate any third party’s proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, You will be disqualified at the sole discretion of Friends of the Public Garden. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless Friends of the Public Garden from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which Friends of the Public Garden may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party’s right.
9. **Terms & Conditions:** The Friends of the Public Garden reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest should a virus, bug, non-authorized human intervention, fraud, or other cause beyond the Friends of the Public Garden’s control corrupt or affect the administration, security, fairness, or proper conduct of the Contest. In such case, Friends of the Public Garden may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by the Friends. Friends of the Public Garden reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Contest or website or violates these Terms & Conditions. The Friends of the Public Garden has the right, in its sole discretion, to maintain the integrity of the Contest, to void votes for any reason, including, but

not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Contest rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws. Should such attempt be made, the Friends of the Public Garden reserves the right to seek damages to the fullest extent permitted by law.

10. **Limitation of Liability:** By entering, You agree to release and hold harmless the Friends of the Public Garden and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Contest and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries. The Friends of the Public Garden and its affiliates, reserve the right to use all images provided through the contest.
11. **Disputes:** This Contest is governed by the laws of The United States and Massachusetts, without respect to conflict of law doctrines. As a condition of participating in this Contest, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Massachusetts having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Contest). Participant further waives all rights to have damages multiplied or increased.
12. **Winners List:** To obtain a copy of the Winner's name or a copy of these Official Rules, email your request to [info@friendsofthepublicgarden.org](mailto:info@friendsofthepublicgarden.org)
13. **Social Media:** The Contest is hosted by the Friends of the Public Garden and is in no way sponsored, endorsed, administered by, or associated with Instagram or any government entity.