

Weston Nurseries Garden Photo Contest

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

1. Eligibility: This Campaign is open only to those who are 18 years or older and reside in Massachusetts, USA.
2. Agreement to Rules: By participating, the Contestant ("You") agree to be fully 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 Weston Nurseries, Inc. as final and binding as it relates to the content of this Campaign.
3. Campaign Period: Entry Dates: Photo upload is July 3 to July 10. Initial staff judging will begin on July 11 to July 18 to select top ten photos. Voting: We will open voting on the top ten gardens to the public on July 19 to July 25. Winners will be announced on July 26.
4. How to Enter: The Campaign must be entered by submitting an entry using the online form provided at westonnurseries.com/garden-contest . The entry must fulfill all Campaign requirements, as specified, 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 Weston Nurseries, Inc.
You may enter only once. You must provide the information requested. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of Weston Nurseries, Inc.
5. Prizes: The Winner(s) of the Campaign (the "Winner") will receive either a Gift Card to be used at any 3 of our Garden Centers and Green Houses in Hopkinton, Chelmsford, or Hingham. Value of \$500, \$250, or \$100 depending on 1st, 2nd, or 3rd place. No cash or other prize substitution shall be permitted except at Weston Nurseries, Inc.'s discretion.

The prize is nontransferable. 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 Weston Nurseries, Inc. 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: Winner will be selected by Weston Nurseries, Inc. staff and the public under the supervision of Weston Nurseries, Inc. Winner will be notified by email/ phone within three (3) business days following selection of Winner. Weston Nurseries, Inc. 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 30 days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected. Receipt by Winner of the prize offered in this Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations.

ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (at [Contest Owner] sole discretion) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

8. Rights Granted by You: By entering this content (Photo), You understand and agree that Weston Nurseries, Inc., anyone acting on behalf of Weston Nurseries, Inc., and Weston Nurseries, Inc. licensees, successors, and assigns, 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 limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes. without any further compensation, notice, review, or consent.

Optional verbiage for Contest: 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 Weston Nurseries, Inc. 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 Weston Nurseries, Inc. from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which Weston Nurseries, Inc. 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: Weston Nurseries, Inc. reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond Weston Nurseries, Inc. control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, Weston Nurseries, Inc. may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Weston Nurseries, Inc. Weston Nurseries, Inc. 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 Campaign or website or violates these Terms & Conditions. Weston Nurseries, Inc. has the right, in its sole discretion, to maintain the integrity of the Campaign, 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 Campaign 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 Campaign may be a violation of criminal and civil laws. Should such attempt be made, Weston Nurseries, Inc. 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 Weston Nurseries, Inc. 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 Campaign 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.

11. Disputes: THIS Campaign IS GOVERNED BY THE LAWS OF [National/State/Provincial Government] WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Campaign, 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 Campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in [location] 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 Campaign). Participant further waives all rights to have damages multiplied or increased.

12. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the Weston Nurseries, Inc. website.

13. Sponsor: The Sponsor of the Campaign is Weston Nurseries, Inc.

14. ____ By checking here, You, the Contestant, have affirmatively reviewed, accepted, and agreed to all of the Official Rules