

## #NTS2016 Photo Contest Rules

Post your original photos to Twitter with the hashtag #NTS2016 for a chance to win. The contest starts Friday, February 26 and ends Wednesday, March 2, 2016 at 11:59 a.m. Central.

### **STEPS TO OFFICIALLY ENTER THE #NTS2016 PHOTO CONTEST**

- 1) Take a photo that shows your unique NTS experience.
- 2) Post your photo to Twitter using hashtag #NTS2016. We recommend adding a title and caption to your photo explaining the photo. You may enter as many times as you wish, but each entry must be unique.
- 3) Make sure your Tweets are public so the judging panel can see them.

**Deadline to enter the contest is March 2, 2016 at 11:59 a.m. Central.**

The winning photo may be featured on the National Tornado Summit website, Facebook page, Twitter feed and emails.

**NO PURCHASE NECESSARY.** Before you enter the contest, please read our complete photo contest rules.

Thank you and good luck!

### **OFFICIAL CONTEST RULES**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A purchase will not improve chances of winning.**

#### CONSUMER DISCLOSURE

You have not won yet.

By entering this Promotion, entrants accept and agree to be bound by these Official Rules. Any violation of these rules may, at Sponsor's (NTS) discretion, result in disqualification. All decisions of the judges regarding this Promotion are final and binding in all respects.

1. **PROMOTION PERIOD.** Promotion begins at 12:01 a.m. Central on Friday, February 26, 2016 and ends at 11:59 a.m. Central on March 2, 2016 when all entries must be received ("Promotion Period").

2. **ELIGIBILITY.** This contest (the “Promotion”) is only open to legal residents of the United States who are at least 18 years old as of the date of entry, except officers on the judging committee or members of the National Tornado Summit conference committee, or any other party associated with the development or administration of this Promotion, and the immediate family (i.e., parents, children, siblings, spouse), and persons residing in the same household, as such individuals.

3. **HOW TO ENTER.** Take a photo of you traveling to the National Tornado Summit, with a speaker, sponsor or exhibitor, at one of our designated selfie stations or around Oklahoma City and post to Twitter with the hashtag #NTS2016. Your photo, the title and caption you choose and any comments you submit in connection with your entry, will be deemed as your “Submission.” Entrant must own the image and have permission from anyone else depicted in the photo to use the photo in this Promotion. The photo must not contain any copyright, trademark or other material that violates the rights of any third party. Entrants represent and warrant that their Submission is the original work of such entrant, it has not been copied from others, and it does not violate the rights of any other person or entity. Entrant further represents and warrants that their Submission adheres to the fundamental spirit of the Promotion and does not contain any defamatory, obscene or otherwise unlawful matter or depict anyone engaged in any illegal, immoral or lewd act, any violent or pornographic material or contain any other inappropriate content (as determined by Sponsor NTS). You may enter as often as you like but each entry must be unique.

If entrants chose to use the Oklahoma City Thunder backdrop for their entry, please read the following rules.

**THUNDER BASKETBALL GENERAL RULES** : By entering, entrant agrees to hold harmless and indemnify, the Professional Basketball Club LLC, the National Basketball Association and its Member Teams, NBA Properties, Inc., the Women’s National Basketball Association and its Teams and Operators, WNBA Enterprises, LLC, and their respective parents, subsidiaries, affiliates, directors, officers, governors, employees and agents against any and all liability, damages or causes of action (however named or described), with respect to or arising out of (i) entrant’s participation in the promotion, or (ii) the receipt or use of the Prize awarded herein. Acceptance of a Prize constitutes permission to use Winner’s name and/or likeness for purposes of advertising and trade by the Professional Basketball Club LLC, the National Basketball Association and its Member Teams, NBA Properties, Inc., the Women’s National Basketball Association and its Teams and Operators, WNBA Enterprises, LLC, and their respective parents, subsidiaries, affiliates directors, officers, governors, employees and agents, without further authorization, compensation, or remuneration, unless prohibited by law.

4. **WINNER SELECTION AND NOTIFICATION.** All entries will be judged by the judging committee on March 2, 2016 immediately following the 11:59 a.m. deadline. All

winners will be announced at the completion of the conference. The judges will score entries based on the following criteria: Quality of photo, Originality and Creativity.

Any potential winner will be notified via Twitter, and the winners will be announced at the closing session on March 2, 2016. If a potential winner: (i) cannot be contacted; (ii) does not respond within two (2) days from the date the Sponsor first tries to notify him/her; (iii) fails to return the Affidavit and Release as specified in Rule 9; (iv) refuses the prize; and/or (v) the prize or prize notification is returned as undeliverable, such potential winner forfeits all rights to win the Promotion or receive the prize, and an alternate potential winner may be selected. Upon contacting a potential winner and determining that he/she has met all eligibility requirements of the Promotion, including without limitation the execution of required waivers, publicity and liability releases and disclaimers, and, at Sponsor discretion, successful completion of a background check, such individual will be declared the "winner"; of the Promotion.

**5. PRIZE DESCRIPTION.** The winning photos may, at Sponsor's discretion, be featured on the National Tornado Summit website, Facebook and Twitter pages, and emails.

**6. TAXES.** All federal, state and/or local income and other taxes, if any, are the winner's sole responsibility.

**7. OWNERSHIP AND LICENSE.** All entry materials become the property of the Sponsors and will not be acknowledged or returned. The copyright in any Submission shall remain the property of the entrant, but entry into this Promotion constitutes entrant's irrevocable and perpetual permission and consent, without further compensation, with or without attribution, to use, reproduce, print, publish, transmit, distribute, sell, perform, adapt, enhance, or display such Submission for any purpose, including but not limited to editorial, advertising, trade, commercial, and publicity purposes by the Sponsors and/or others authorized by the Sponsors, in any and all media now in existence or hereinafter created, throughout the world, for the duration or the copyright in the Submission. Sponsors and/or others authorized by the Sponsors shall have the right to edit, adapt, and modify the Submission.

**8. NO PRIZE TRANSFER OR SUBSTITUTION.** No prize or any portion thereof is transferable or redeemable for cash. Any portion of the prize that is not used is forfeited. No substitutions for prize except by Sponsors, in which case a prize of equal or greater value will be substituted.

**9. CONSENT AND RELEASE.** By entering the Promotion, each entrant releases and discharges the Sponsor, judging organization (if applicable), and any other party associated with the development or administration of this Promotion, their parent, subsidiary, and affiliated entities, and each of their respective officers, directors, members, shareholders, employees, independent contractors, agents,

representatives, successors and assigns (collectively, "Sponsor Entities"), from any and all liability whatsoever in connection with this Promotion, including without limitation legal claims, costs, injuries, losses or damages, demands or actions of any kind (including without limitation personal injuries, death, damage to, loss or destruction or property, rights of publicity or privacy, defamation, or portrayal in a false light) (collectively, "Claims"). Except where prohibited: (i) entry into the Promotion constitutes the consent of each entrant, without further compensation, to use his/her name, likeness, biographical data, contact information and his/her Submission for editorial, advertising, marketing, publicity, and administrative purposes by the Sponsor and/or others authorized by the Sponsor; (ii) acceptance of a prize constitutes a release by any winner of the Sponsor Entities of any and all Claims in connection with the administration of this Promotion and the use, misuse, or possession of his/her Submission or any prize; (iii) any potential winner may be required to sign an affidavit of eligibility (including social security number) and a liability/publicity/copyright release; and (iv) if prize involves travel or activities, any potential winner and travel companion (if applicable) may be required to execute releases of the Sponsor from any and all liability with respect to participation in such travel/activities and/or use of the prize. Affidavits and releases must be returned within two (2) days from the date that Sponsor first tries to notify the potential winner. Sponsor may conduct a background check to confirm any potential winner's eligibility and compliance with these rules. By entering, you agree to cooperate reasonably with any such background check. If the prize includes participation in any public event(s) or publicity, or if Sponsor Entities intend to publicize the winner in any way, and if a background check reveals that a potential winner has engaged in conduct that could damage the reputation or business of any Sponsor Entity, as determined by Sponsor in its discretion, the potential winner may be disqualified and the prize may be awarded to an alternate winner. If winner is deemed to be a minor under the jurisdiction of his/her residence, the prize will be awarded in the name of his/her parent or legal guardian who must execute the necessary affidavit and release and, if applicable, must accompany winner on the trip (no additional travel expenses will be awarded should a parent or legal guardian be required to accompany the winner on the trip).

10. **DISCLAIMERS.** (i) Sponsor not responsible for entries/votes that are lost, late, misdirected, incorrect, garbled, or incompletely received, for any reason, including by reason of hardware, software, browser, or network failure, malfunction, congestion, or incompatibility at Sponsor's servers or elsewhere. In the event of a dispute, entries/votes will be deemed submitted by the authorized account holder of the e-mail address submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet Access Provider, online service provider, or other organization (e.g., business, educational institute) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. (ii) Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry/voting process or the

operation of the web site or otherwise attempting to undermine the legitimate operation of the Promotion. Use of bots or other automated process to enter/vote is prohibited and may result in disqualification at the sole discretion of Sponsor. (iii) Sponsor further reserves the right to cancel, terminate or modify the Promotion if it is not capable of completion as planned, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, force majeure or technical failures of any sort. (iv) Sponsor Entities are not responsible for errors in the administration or fulfillment of this Promotion, including without limitation mechanical, human, printing, distribution or production errors, and may cancel, terminate or modify this Promotion based upon such error at its sole discretion without liability. In no event will Sponsor be responsible for awarding more than the number of prizes specified in these rules. (v) In the event this Promotion is cancelled or terminated, pursuant to subparagraph (iii) or (iv), Sponsor, in its sole discretion, may elect to select a winner from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. (vi) SPONSOR ENTITIES MAKE NO WARRANTIES, REPRESENTATIONS OR GUARANTEES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, AS REGARDS THIS PROMOTION OR THE MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY PRIZE OR ANY COMPONENT OF ANY PRIZE. (vii) CAUTION: ANY ATTEMPT BY AN ENTRANT/VOTER TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) FROM ANY SUCH ENTRANT/VOTER TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. (viii) The value(s) of the prize(s) set forth above represent Sponsor's good faith determination of the approximate retail value(s) thereof; the actual fair market value(s) as ultimately determined by Sponsor are final and binding and cannot be challenged or appealed. In the event the stated approximate retail value(s) of a prize is more than the actual fair market value of that prize, the difference will not be awarded in cash or otherwise. No substitution or compensation will be given for any portion of the prize that is not used.

**11. APPLICABLE LAWS AND JURISDICTION.** This Promotion is subject to all applicable federal, state, and local laws and regulations. Issues concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed by the laws of the State of Oklahoma, without regard to any principles of conflict of laws. All disputes arising out of or connected with this Promotion will be resolved individually, and without resort to class action, exclusively by a state or federal court located in Oklahoma City, Oklahoma. Should there be a conflict between the laws of the State of Oklahoma and any other laws, the conflict will be resolved in favor of the laws of the State of Oklahoma. To the extent permitted by applicable law, all judgments or awards shall be limited to actual out-of-pocket damages (excluding attorneys' fees) associated with participation in this Promotion and shall not include any indirect, punitive, incidental and/or consequential damages.

12. **SPONSORSHIP.** This Promotion is sponsored by the National Tornado Summit the “Sponsor.”