

**#FreedomFromDebris  
Photo Contest**

**OFFICIAL RULES**

**Sponsored by the Surfrider Foundation  
P.O. Box 73550  
San Clemente, CA 92673**

**This is a skill-based contest. Chance plays no part in the determination of winners.**

**NO PURCHASE NECESSARY. MUST BE A LEGAL U.S. RESIDENT, 18 YEARS OF AGE OR OLDER. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. YOU MUST HAVE ACCESS TO THE INTERNET TO ENTER.**

**1. SPONSOR:** The Surfrider Foundation (“Sponsor”), P.O. Box 73550, San Clemente, CA 92673.

**2. ELIGIBILITY:** This 2024 Freedom From Debris Contest (“Contest”) is open only to legal residents of the United States that are eighteen (18) years of age and older. Employees and Board of Directors members of Sponsor and any company or entity providing any Prize to be awarded in connection with the Contest (each a “Prize Provider”) and any of their owners, affiliates, directors, subsidiaries, and franchisees (collectively “Released Parties”) and their immediate family members are not eligible to participate in the Contest. All federal, state and local laws and regulations apply

**3. CONTEST PERIOD:** The Contest is a one-time contest which begins June 30, 2024, 12:01 am Pacific Time (“PST”), and ends July 7, 2024, 11:59 pm PST (the “Contest Period”). Sponsor’s clock is the official clock for the Contest.

**4. HOW TO ENTER:** To participate in the Contest, an eligible participant (“Contestant”) must post on Instagram, during the Contest Period, an original photograph taken by the Contestant featuring a sustainable lifestyle choice taken to “green” your Fourth of July holiday. See @surfridernewportor “Tuesday Tip” posts for examples. Photos must be posted on Contestant’s publicly viewable Instagram account as a permanent post, not a temporary photo in “Stories”, tagged @surfridernewportor, and use the hashtag #FreedomFromDebris in the caption to be entered into the Contest. Digital images that are sent via mail, email, or any other means will not be accepted. A Contestant will automatically be considered “entered” into the Contest upon the posting of a publicly viewable photo, tagging @surfridernewportor, and including #FreedomFromDebris in the caption. All eligible photographs must be submitted by the original source of the image and adhere to copyright law. Eligible photographs must accurately reflect the subject matter and the scene as it appeared. Photos that have been digitally altered beyond standard optimization (removal of dust, cropping, reasonable exposure adjustments, etc.) will be disqualified. Entries may originate in any format — including, but not limited to digital files, digital prints, color transparencies, color prints, or black and white prints

— so long as they are submitted electronically in a .JPEG, .jpg, or .png form. Multiple exposures that have been combined to produce a single “High Dynamic Range” image are acceptable. A Contestant may enter an unlimited number of times, but may only have up to one entry selected for a prize, and Contestant may not use an agency or automated system to enter.

**5. PRIZES, APPROXIMATE RETAIL VALUE, AND ODDS OF WINNING:** Up to ten (10 winners will be selected, and each winner will be awarded one (1) Prize, consisting of one (1) Indigo ChicoBag To-Go Ware Classic Utensil Set customized with the white Surfrider Foundation Newport Chapter logo (“Prize”) with an approximate retail value (“ARV”) of \$14.99 United States Dollars. Prize awards are final. No substitution of prizes is permitted. The Prizes will be awarded “AS IS” and without warranty of any kind, express or implied, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose. Surfrider reserves the right to substitute a prize during the course of the Contest. Surfrider may or may not substitute the Prizes with an item of comparable value if the prize is unavailable for any reason. In such a case, no cash equivalent or cash substitute will be offered. Odds of winning depend on the number of eligible entries submitted in the Contest and quality of entries. Only one entry per Contestant may be selected for a prize.

**6. TAXES, FEES, AND EXPENSES:** Prize winners are solely responsible for reporting and paying all applicable federal, state and local taxes related to the Prize. The value of the Prize awarded to a winner will be reported for tax purposes as required by law. An IRS Form 1099 will be issued in the name of a winner for any Prize valued at \$600.00 or more.

**7. SELECTION PROCESS:** Eligible entries will be judged by Surfrider staff member(s). Winning entries will be chosen based on the creativity of the sustainable lifestyle choice featured in the photo entry, the pollution and / or waste prevention associated with the sustainable lifestyle choice featured in the photo entry, and the photo quality, in the full discretion of the judge(s). Winning entries will showcase unique actions. Sponsor reserves the right in its sole discretion to disqualify any entry that is deemed inappropriate or offensive or does not conform to the Official Rules, and to disqualify any participant it determines is acting in violation of these Official Rules. Surfrider reserves the right in its sole discretion to disqualify any participant it finds to be tampering with the operation of the Contest, and seek damages from any such participant to the fullest extent permitted by law. Winning is contingent upon fulfilling all requirements of these Official Rules and Surfrider’s decisions as to the administration of the Contest. A selected winner will only become official once it is confirmed the participant has met all requirements stated in these Official Rules. All entrants agree that all decisions of Surfrider will be binding, final, and non-appealable. Surfrider reserves the right, in its sole discretion, to cancel, modify, or suspend the Contest, at any time prior to the determination of the winners of the Contest. Reasons may include, though are not limited to, the occurrence of fraud, technical failures, or any other factor beyond the reasonable control of Surfrider, which may impair the integrity of the Contest, as determined by Surfrider in its sole discretion. Surfrider will make a reasonable effort to give notice of such changes to the Contest.

**8. WINNER NOTIFICATION AND AWARD OF PRIZE:** Winners will be notified by midnight PST on July 12, 2024, by being tagged by @surfridernewportor in an Instagram post showcasing the winning photograph(s), and a Direct Message to the Contestants prompting the winners to respond via an Instagram Direct Message to @surfridernewportor in order to arrange Prize delivery. Surfrider will pay postage for delivery to winner(s') mailing address located within the U.S. In the event that an entrant's Instagram handle, email address, telephone number, mailing address or residence changes, it is the entrant's responsibility to notify Surfrider of such change. In the event that any prize notification is undeliverable, Surfrider is unable to contact a Winner, and / or a response to prize notification is not received by Surfrider within ten (10) calendar days of notification, all rights to the prize will be forfeited, and Surfrider may select an alternative winner. The Winner may be required to certify and complete an affidavit of eligibility and liability and, where legal, a publicity release must be delivered to Surfrider within ten (10) days, or an alternate Winner may be selected.

**9. MULTIMEDIA PERMISSION AND USE OF COPYRIGHTED MATERIAL:** By entering this Contest, an entrant acknowledges and agrees that the entrant owns the copyright of the photograph entry, and thereby grants to Surfrider Foundation an irrevocable, perpetual (non-exclusive) right to use and distribute the photograph on a royalty-free basis for any and all Surfrider publications, in any media now existing or existing in the future, and other purposes at Surfrider's discretion, throughout the world, without limitation and without additional review, compensation, or approval from entrant. Such uses include but are not limited to posting the photograph on the Surfrider website, printed publications, mailings and other communication channels. Unauthorized use of any rights in connection with this Contest is strictly prohibited, including without limitation, under copyright laws, trademark laws, and the laws of privacy and publicity. Previously published material for which non-exclusive rights were granted may be entered as long as Contestant still maintains the right to grant Surfrider a license. Contestant must be able to disclose when and where the photo appeared previously to current Contest. If an entrant chooses to include people in a submission, entrant is responsible for obtaining the necessary releases from the individual(s) depicted, and must be able to provide copies of those releases to Surfrider Foundation upon request.

**10. PUBLICITY / USE OF NAME AND LIKENESS:** Except where prohibited by law, entry in the Contest constitutes an entrant's consent and permission to the Sponsor to use entrant's name, age, city, state, photograph, voice, likeness, and / or image for any and all purposes in any and all media, including, but not limited to, for advertising and trade, without further permission, consent, payment, or other consideration. Residents in certain states may be subject to further requests for express written consent. Entrants represent and warrant that: (i) entrant has the right to grant any and all necessary rights and licenses provided herein, including without limitation, all necessary copyright and other related rights, free and clear of all claims and encumbrances, without violating the rights of any person or entity, including, but not limited to, any right to privacy or publicity, and (ii) entrant hereby holds the Sponsor and its affiliates harmless from and against any third party claim.

**11. LIMITATION OF LIABILITY:** Sponsor and the Released Parties are not responsible for illegible, lost, late, incomplete, misdirected, or undeliverable mail, e-mail, or other correspondence in connection with this Contest; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability, or garbled, corrupt or jumbled transmissions, service provider/Internet/web site/use net accessibility, availability, or traffic congestion, or any technical, typographical, or other error, or unauthorized human intervention, or the incorrect or inaccurate capture of registration information, or the failure to capture, or loss of, any such information. Sponsor and the Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, or technical error. If, for any reason, an entry is confirmed to have been erroneously deleted, lost or otherwise destroyed, corrupted or for any other reason not accepted as an entry into the Contest, the sole remedy is to post another eligible entry complying with these Official Rules within the Contest Period. All Prizes are provided by the Prize Provider and not Sponsor. The applicable Prize Provider is solely responsible for any Prize provided by such Prize Provider and entrants acknowledge that except for delivering the Prize to the applicable Winner as required by these Official Rules, Sponsor has no obligation whatsoever with respect to such Prize, including, without limitation, any responsibility for any product warranties, whether express or implied by law. In the event of any complaint, issue, or failure related to any Prize, the applicable Winner shall look only to the Prize Provider for assistance or support and to the maximum extent permitted by applicable law, Sponsor will have no obligation, responsibility, or liability whatsoever with respect to any Prize except to deliver such Prize as required by these Official Rules and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the Prize Provider's sole responsibility. Each entrant acknowledges that the Prize Provider is solely responsible for addressing any and all claims of such entrant or any third party relating to the use or possession of any Prize, including, but not limited to: (i) product liability claims; (ii) any claim that Prize fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

**12. BINDING NATURE, WAIVER, INDEMNIFICATION:** By entering the Contest, entrant agrees: (a) to be bound by these Official Rules and by all applicable laws and decisions of Sponsor, which shall be binding and final; (b) to waive any rights to claim ambiguity with respect to these Official Rules; (c) to waive all rights to bring any claim, action, or proceeding against any of Sponsor or the Released Parties in connection with the Contest; and (d) to forever and irrevocably agree to release, defend, indemnify, and hold harmless each of Sponsor and the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (i) the Contest, (ii) the Prize, (iii) typographical or printing errors in these Official Rules or any Contest materials, (iv) any change in any Prize (or any components thereof) due to unavailability, or due to reasons beyond Sponsor's control, (v) any interruptions in or postponement, cancellation, or modification of any Contest, (vi) human error, (vii) incorrect or inaccurate transcription, receipt or transmission of any entry, (viii) any technical malfunctions or unavailability of any telephone network,

computer system, computer online system, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by Sponsor, any of the Released Parties or by entrant, (ix) interruption or inability to access any online service via the Internet due to hardware or software compatibility problems, (x) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (xi) any late, lost, stolen, mutilated, misdirected, illegible, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged Entries, (xii) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties, (xiii) lost, late, stolen, misdirected, damaged or destroyed Prizes (or any element thereof), or (xiv) the negligence or willful misconduct by entrant.

**13. NO RIGHTS TO TRADEMARK:** Nothing contained in the Contest should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed in the Contest, or any license or right to use any other trademark owned by any third party. In the event that anyone misuses any Trademark in violation of these Terms and Conditions, Surfrider will enforce its intellectual property rights to the fullest extent of the law, including the seeking of criminal prosecution.

**14. DISPUTES:** Surfrider maintains and operates this Contest from its headquarters in the state of California, in the United States. These Official Rules are governed and interpreted under the laws of the state of California, United States of America. If any portion of these terms and conditions is deemed unlawful, void or unenforceable, then that part shall be deemed severable and will not affect the validity and enforceability of any remaining provisions.

**15. PRIZE WINNERS AND OFFICIAL RULES:** A copy of these Official Rules and the Contest results may be obtained by written request to Surfrider Foundation, Freedom From Debris Photo Contest, P.O. Box 73550, San Clemente, CA 92673. Winner list requests will only be accepted after the applicable winner notification date and requests must be received no later than thirty days after such end date.

**16. GENERAL:** These Official Rules are subject to and incorporated by reference within Sponsor's Terms of Use (<https://www.surfrider.org/pages/terms-of-use>). If there is any conflict between the Terms of Use and these Official Rules, the Official Rules take precedence but only in relation to the Contest.

**17. ENTIRE AGREEMENT:** These Official Rules set forth the entire understanding and agreement between a participant, Surfrider, and all other parties with respect to the Contest. Participants acknowledge that any other agreement between Surfrider, with respect to the Contest is superseded and of no force or effect.

**This Contest is in no way sponsored, endorsed or administered by Instagram.**

**Abbreviated Rules (for social media, etc.):**

**NO PURCHASE NECESSARY.** Surfrider Foundation's Freedom From Debris Photo Contest is open to legal U.S. residents, age 18 and older. Contest submissions accepted June 30, 2024, 12:01 am Pacific Time ("PST"), and ends July 7, 2024, 11:59 pm PST. Subject to Official Rules, available at [insert Surfrider website where full Official Rules are posted]. Void where prohibited.