

#29DaysOfNCState Instagram Photo Challenge/Contest Official Rules

Eligibility

This contest is open to all incoming NC State University students, enrolled students, alumni, faculty and staff, donors, employees of industry partners, and fans or enthusiasts who are 13+ years of age and are legal residents of the United States. Entry begins at 12:01 a.m. Eastern Time (ET) on 2/1/20, and ends at 8:59:59 p.m. ET on 2/29/20 (the "Entry Period").

Daily entries must be received by 8:59:59 p.m. ET of each day.

How to Enter

- Follow @NCState on Instagram
- Follow along the official #29DaysOfNCState Instagram Photo Challenge Calendar and take photos based on the daily prompt
- Upload it to Instagram
- Tag it with #29DaysOfNCState
- Set your account to public so that we can see your submissions

Requirements

- Submissions may not:
 - Depict dangerous or reckless conduct
 - Contain profanity, sexual content, illegal drugs or hateful content
 - Promote violence or harm to another living creature
 - Use offensive, obscene, or any other inappropriate content
 - Defame or negatively portray any person, company, or educational institution
 - Contain materials embodying the names, likenesses, photographs, voice or other identifying elements of any person, living or dead without written permission
- All submissions must comply with Instagram Terms of Service and Community Guidelines

General Entry Conditions

Limit one (1) entry per day, per person and per Instagram account. Entries will not be acknowledged or returned. In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the authorized account holder of the Instagram account listed in the entry. "Authorized account holder" is defined as the natural person who is assigned to an account by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning accounts for the domain associated with the submitted Instagram account. All entries must be received by the end of the Entry Period. Proof of transmission is not proof of receipt. Sponsor's computer is the official timekeeping device for the Contest. Entries must not transmit anything that contains viruses or anything else that is harmful to any computer. No responsibility is assumed for late or misdirected entries, or any failure or unavailability of hardware, software, electronic communications, or Internet uploading or other connections. Sponsor is not responsible for any changes or effects caused to your computer system or video equipment as a result of submitting an entry.

Usage Rights in Entries

Sponsor shall have the unrestricted and non-exclusive right to edit, adapt, publish, copy, display, perform, broadcast, modify, and otherwise use any or all entry materials, alone or in combination with other material including but not limited to essays, photos and/or videos in any and all media, whether now known or later discovered, in perpetuity, without restriction of any kind whatsoever, without further compensation to the entrant or anyone else, and entrant hereby waives . any right to inspect or approve the finished electronic, photograph, or printed matter that may be used in conjunction with them now or in the future. Without limiting the foregoing, entries may be posted on the **#29DaysOfNCState** gallery for public viewing. Sponsor reserves the right to review any entry prior to any such posting, to remove any entry at any time after posting, and to remove any incidental material that could be deemed infringing where doing so would not materially alter the entry and where the entrant otherwise clearly intended to comply with these Official Rules, as determined by Sponsor. No guarantee is made that any particular entry will or will not be posted or as to the length of time between submission and posting. Sponsor reserves the right, in its absolute discretion, to determine if any particular entry is appropriate for posting. All entries that are uploaded and made available for viewing by the general public will be deemed posted at the direction of the entrant within the meaning of the Digital Millennium Copyright Act and the Communications Decency Act. Entry constitutes permission for Sponsor and its designees to use winner's name, biographical information, photo and/or likeness in any and all media, now or hereafter devised, worldwide, in perpetuity, for internal, advertising, Contest and other purposes without additional compensation, notification or permission, unless prohibited by law. Potential finalists and/or winners may be required to assign all rights in entry to Sponsor without additional compensation.

Evaluation of Entries

- Submissions will be judged on creativity and relevance to the daily prompts of the #29DaysOfNCState Challenge/Contest.
- Submissions will be reviewed by NC State University Communications and its partner agencies. All approved submissions will be featured on the NC State University Social Media pages as well as the #29DaysOfNCState online gallery.

Prizes:

- Daily prizes will be given away to the daily winners.
- A grand prize will be randomly drawn from the pool of 29 daily winners.

Notification of Winners

Winner will be notified by comment on their Instagram photo by the NC State University Instagram account (@NCState) or through Instagram direct message. Participants must follow @NCState on Instagram to receive a direct message.

Limitations of Liability

Sponsor's computer is the official clock for purposes of the Contest. Sponsor and its agencies assume no responsibility for (a) any incomplete, incorrect or inaccurate information, whether caused by website users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error; (b) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of any website and/or entries; and (c) any problems or technical malfunctions of any telephone network or lines, computer on-line-systems, servers or providers, computer equipment, software,

programming or failure of e-mail on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof, or for injury or damage to entrant's or to any person's computer (or any information/materials stored therein) related to or resulting from downloading materials from any website participating in Contest. Sponsor's failure to enforce any provision of these Official Rules shall not constitute the waiver of such provision.

In addition, entrant expressly releases Sponsor, its agents, employees, licensees and assigns from any and all claims which entrant may have for invasion of my privacy, right of publicity, defamation, copyright infringement, or any other causes of action arising out of the Contest or the use, adaptation, reproduction, distribution, broadcast or exhibition of of the entry materials.

Dispute Resolution/Governing Law

To the fullest extent permitted by law, by participating in the Contest, you agree that: (a) any action at law or in equity arising out of or relating to these Official Rules or the rights and obligations of any entrant and/or North Carolina State University, shall be filed exclusively in the courts of the State of North Carolina, and you hereby consent and submit to the personal and exclusive jurisdiction of such courts for the purposes of litigating any such action, waive any right of change of venue, *forum non conveniens* or any like right; (b) any and all disputes, claims, and causes of action arising out of or connected with these Official Rules, and/or the rights and obligations of any entrant and/or North Carolina State University, shall be resolved individually, without resort to any form of class action, and (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred (if any), including costs associated with participating in this Contest but in no event attorneys' fees; and (d) under no circumstances will any entrant be permitted to obtain awards for and hereby waives all rights to claim punitive, exemplary, special, incidental, indirect and consequential damages and any other damages (whether due to negligence or otherwise), other than for actual out-of-pocket expenses (if any), and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any entrant and/or North Carolina State University shall be governed by and construed in accordance with the laws of the State of North Carolina, without giving effect or regard to any principles or doctrines of conflicts of law/choice of law of the State of North Carolina or of any other jurisdiction.

Questions:

All questions should be directed to jasykes@ncsu.edu.

Sponsor:

The Sponsor of the Promotion is NC State University, 3210 Faucette Drive, Raleigh, NC 27695

