

## **OFFICIAL CONTEST RULES**

Midgett Realty  
Photo Contest

**July 10, 2015 – October 31, 2015**  
**OFFICIAL RULES, TERMS & CONDITIONS**

**GRAND PRIZE:** Grand Prize of Free Week-Long Stay at a Hatteras Landing Resort Residence

**WEEKLY PRIZES:** Gift bag every 2 weeks.

These prizes are non-transferable and no substitution or cash equivalent of prizes is permitted.

Prizes are subject to change and/or availability.

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.**

The "Midgett Realty – Photo Contest" (the "Contest") is sponsored by Midgett Realty, 57783 Highway 12, Hatteras, NC 27943 ("Sponsor"). This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook. This contest is governed by these official rules ("Official Rules"). By participating in the contest, each entrant agrees to abide by these Official Rules, including all eligibility requirements, and understands that the results of the contest, as determined by Sponsor and its agents, are final in all respects. The contest is subject to all applicable federal, state and local laws and regulations and is void where prohibited by law.

**CONTEST PERIOD:**

The "Midgett Realty – Photo Contest (the "Contest") is a promotional photo contest that starts on July 10, 2015 at 8:00am EDT and concludes on October 31, 2015 5:00pm EDT ("Contest Period"). All entries (submissions) must be received on or before the time stated.

**WINNERS/WINNER NOTIFICATION:** Prize winners will be randomly selected from among all eligible entries submitted from the start of the Contest Period. Winners will be notified by the email provided, not through Facebook. The Grand Prize Winner will be announced on November 1, 2015 or as soon thereafter as the winner's eligibility can be confirmed. If a selected winner does not claim the prize within two days, Sponsor reserves the right to choose another winner. A list of winners will be made available until 6 months after the end of the Contest period, and can be obtained by submitting a request to Midgett Realty, 57783 Highway 12, Hatteras, NC 27943. Winners are responsible for taxes, shipping and other costs not listed. The Grand Prize Winner may be required to sign an affidavit of eligibility. In the event of a dispute about the identity of the winner, the winning Entry will be declared made by the authorized account holder of the e-mail address submitted at the time of Entry. Except where prohibited, participation in the Contest constitutes consent to Sponsor's and its agents' use of winners' name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

**REQUIREMENTS OF ENTRIES:**

Entry may not contain, as determined by the Sponsor, in its sole discretion, any content that:

- \_Is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- \_Promotes illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- \_Is obscene or offensive; endorses any form of hate or hate group; appears to duplicate any other submitted entries;
- \_Defames, misrepresents or contains disparaging remarks about other people or companies;
- \_Contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, without permission; contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- \_Contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission;
- \_Contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission;
- \_Contains look-alikes of celebrities or other public or private figures, living or dead;
- \_Communicates messages or images inconsistent with the positive images and/or good will to which we wish to associate; and/or
- \_Violates any law.

Entry must be the original work of the entrant, may not have been previously published, may not have won previous awards, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. If the Entry contains any material or elements that are not owned by the entrant, and/or which are subject to the rights of third parties, the entrant is responsible for obtaining, prior to submission of the Entry, any and all releases and consents necessary to permit the use and exhibition of the Entry by Sponsor in the manner set forth in these Official Rules, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the Entry. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any entrant at any time. Failure to provide such proof may, if requested, render Entry null and void. By submitting an Entry, entrant warrants and represents that he/she and any persons appearing or who are identifiable in the Entry consent to the submission and use of the Entry in the Contest and to its use as otherwise set forth herein. By submitting your Entry, you agree that your Entry conforms to these Official Rules and that Sponsor, in its sole discretion, may disqualify your Entry for any reason, including if it determines, in its sole discretion, that your Entry fails to conform to these Official Rules in any way or otherwise contains unacceptable content as determined by Sponsor.

#### USE OF ENTRIES/LICENSE/PUBLICITY:

By submitting an Entry, entrant hereby grants permission for the Entry to be posted on the Midgett Realty Facebook page of <https://www.facebook.com/MidgettRealty> and

Instagram page of <https://instagram.com/midgettrealtync/> and other websites and for all uses of the Entry as described herein. Sponsor does not guarantee the posting of any Entry and reserves the right to take down any Entry at any time. Entrant agrees that Released Parties (as defined below) are not responsible for any unauthorized use of Entries by third parties. By submitting an Entry, each entrant agrees Sponsor shall have a non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up license to the Entry submitted (including all rights embodied therein) and that Sponsor, and their respective designees may exploit, edit, modify, post, creative derivatives work of and distribute the Entry and all elements of such Entry, including, without limitation, the names and likenesses of any persons or locations embodied therein, in any and all media now known or hereafter devised, including for advertising and marketing their products and services, worldwide, without compensation or notification to, or permission from, entrant or any third party. By participating, entrant agrees not to release any publicity or other materials on ITS own or through someone else regarding its participation in the Contest without the prior consent of the Sponsor, which it may withhold in its sole discretion.

**DATA COLLECTION / EMAILS:** By submitting your information, you will be providing information to Sponsor, not to Facebook. By submitting your Entry, you consent that your data will be captured by the Sponsor and may be used to contact you about future information and events from the Sponsor. Your data will not be shared with any third parties. You can opt out of email communications at any time. Information collected from entrants is subject to Sponsor's privacy policy which can be read at <http://www.midgettrealty.com/privacy-policy>. By submitting an Entry, entrant certifies that entrant has read the privacy policy and agrees to the terms thereof.