

OFFICIAL RULES

Void outside the 50 United States and where prohibited. Do not proceed to enter if you are not at least 18 years of age and a legal resident of, and located within, one of the 50 United States or the District of Columbia at the time of entry.

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING

PROMOTION PERIOD: The Greater Des Moines Botanical Garden ("Sponsor") Enjoy Nature Membership Contest & Sweepstakes ("Promotion") begins at 12:01 a.m. Central Time (CT) on 07.20.2020 and ends at 11:59 p.m. CT on 07.24.2020. (the "Promotion Period"). The Promotion will consist of a Facebook photo contest ("Contest"). The Promotion Period will be divided into 5 entry periods as outlined below (each, an "Entry Period"). The Greater Des Moines Botanical Garden is the sole sponsor and administrator of this Promotion.

- Entry Period 1: Begins 12:00 a.m. CT on 07.20.2020 and ends 11:59 p.m. CT on 07.20.2020.
- Entry Period 2: Begins 12:00 a.m. CT on 07.21.2020 and ends 11:59 p.m. CT on 07.21.2020.
- Entry Period 3: Begins 12:00 a.m. CT on 07.22.2020 and ends 11:59 p.m. CT on 07.22.2020.
- Entry Period 4: Begins 12:00 a.m. CT on 07.23.2020 and ends 11:59 p.m. CT on 07.23.2020.
- Entry Period 5: Begins 12:00 a.m. CT on 07.24.2020 and ends 11:59 p.m. CT on 07.24.2020.

HOW TO ENTER THE CONTEST: During the Promotion Period, using your web-enabled mobile device, post a photo to the Greater Des Moines Botanical Garden's Facebook post for the Contest each day. Each post counts as one (1) Contest Entry. There is no limit to the number of entries per Entry Period. Participants may submit Contest Entries into any number of Entry Periods. There is no cost to enter. Contest Entries generated by script, macro or other automated means or practices, or by any means which subvert the entry process will be void. All Contest Entries must be received by the end dates and times above to be eligible for the applicable Entry Period. A Facebook account is required to enter this Contest and is available for free at <http://www.facebook.com>.

Note: You must have a wireless service plan for your web-enabled mobile device with your wireless service provider and a device that supports Facebook to enter the Contest. Data rates may apply. See your wireless service provider for pricing plan details and capabilities.

CONTEST ENTRY REQUIREMENTS: Contest Entries 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 alcohol, 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;
- 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, except for the Greater Des Moines Botanical Garden;
- contains any personal identification, such as personal names, license plate numbers, street addresses or e-mail 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);
- contains materials embodying the names, likenesses, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission;
- contains any individual other than the entrant, without permission;
- has a social media account that contains an inappropriate or offensive username name, handle, or picture

- communicates messages or images inconsistent with the positive images and/or good will to which Sponsor wishes to associate; and/or
- violates any law.

Contest Entry must be taken by 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.
Contest Entry in the Promotion and to its use as otherwise set forth herein.

By submitting a Contest Entry, entrant acknowledges and agrees that Sponsor may obtain many Contest Entries in connection with this Promotion and/or other promotions staged and/or promoted by the Sponsor, and that such Contest Entries may be similar or identical in theme, idea, format or other respects to other Contest Entries submitted in connection with this Promotion and/or other promotions sponsored by the Sponsor or submitted for other reasons or other materials developed by the Sponsor. Entrant waives any and all claims entrant may have had, may have, and/or may have in the future, that any Contest Entry and/or other works accepted, reviewed and/or used by the Sponsor may be similar to his/her Contest Entry, or that any compensation is due to entrant in connection with such Contest Entry or other works used by Sponsor.

By submitting a Contest Entry, entrant hereby grants permission for the Contest Entry to be posted on the Greater Des Moines Botanical Garden's Twitter, Facebook, and Instagram accounts or other Sponsor websites or social media pages. Entrant agrees that Released Parties (as defined below) are not responsible for any unauthorized use of Contest Entries by third parties. Released Parties do not guarantee the posting of any Contest Entry and reserve the right to remove any posted Contest Entry for any reason and at any time.

ENTRY LIMIT: There is no limit to the number of entries. Participants may submit Contest Entries into any number of Entry Periods.

ELIGIBILITY: Legal residents of the 50 United States, and the District of Columbia, 18 years of age or older are eligible to enter, except employees of Sponsor, and any other organizations affiliated with the sponsorship, fulfillment, administration, prize support, advertisement or promotion of the Promotion and/or their respective agents, affiliates, subsidiaries and members of their immediate families or household members. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses. "Household members" shall mean people who share the same residence at least three months a year.

CONTEST WINNER JUDGING: Within twenty-four (24) hours of the end of each Entry Period of the Contest, all eligible Contest Entries received by Sponsor for each Entry Period will be entered into a random selection generator to select a winner. Non-winning Contest Entries from one Entry Period will not carry over to subsequent judging periods or Entry Periods (if any).

WINNER NOTIFICATION: Potential winners will be notified by Facebook direct message and may be required to complete an Affidavit of Eligibility, Liability and Publicity Release (unless prohibited by law) and any other documents required by Sponsor, which must be returned within three (3) days of date appearing on prize notification message. Return of prize or prize notification as undeliverable, failure to sign and return requested documentation within the specified time period, the inability of Sponsor to contact a potential winner within a reasonable time period or noncompliance with these Official Rules by any potential winner will result in disqualification and, at Sponsor's sole discretion, the applicable prize may be awarded to a runner-up. Memberships will be delivered virtually. Decisions of Sponsor are final and binding in all respects.

CONTEST PRIZES (15) (One (1) awarded per Entry Period): 1 12-month membership (any level)

Sponsor reserves the right to substitute a prize (or portions thereof) of equal or greater value if prize (or portions thereof) cannot be awarded as described. Sponsor will determine all elements of prizing in its sole discretion. Prize may not be assigned, transferred, changed or redeemed for cash, except at the sole discretion of Sponsor. Prizes are awarded "as is" with no warranty or guarantee express or implied by Sponsor. Sponsor disclaims all and any liability for the actual provision, quality or nature of any third party product or service accepted by the winner. The awarding of any prize is contingent upon full compliance with these Official Rules. Total value for all Promotion prizes: \$625

PRIVACY: By entering the Promotion, you consent to use of your personal information (including your name, mailing address, and email address) by Sponsor and its authorized agents for the purposes of administering the Promotion and fulfilling the prizes to the winners. Sponsor does not assume responsibility or liability for any data security breaches.

LICENSE FOR USE OF CONTEST ENTRIES: By submitting a Contest Entry, each entrant grants, and represents and warrants that the entrant has the rights and authority necessary to grant, sponsor an irrevocable, non-exclusive, fully sublicensable license and right to exploit, edit, modify, and distribute the Contest Entry and all elements of such Contest Entry in any and all media now known or hereafter devised, worldwide, in perpetuity without compensation, permission or notification to entrant or any third party.

ARBITRATION: Except where prohibited by law, as a condition of participating in this Promotion, participant agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Promotion, or any prizes awarded, shall be resolved individually, without resort to any form of class action; and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at an AAA regional office in New York, NY; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim punitive, incidental or consequential damages including attorney's fees or any other damages, other than for participant's actual out-of-pocket expenses (i.e., costs associated with participating in this Promotion), and participant further waives all rights to have damages multiplied or increased.

RELEASES: By participating in this Promotion entrants agree to release Sponsor, Facebook and any other organizations affiliated with the sponsorship, fulfillment, administration, prize support, advertisement or promotion of the Promotion and each of their respective parents, agents, affiliates, subsidiaries, advertising and promotion agencies, and prize suppliers, and each of the respective officers, directors, agents, representatives and employees, as well as each of their respective successors, representatives and assigns (collectively, the "Released Parties") from any and all actions, claims, injury, loss or damage arising in any manner, in whole or in part, directly or indirectly, from participation in this Promotion and/or acceptance, use or misuse of any prize. Participant has voluntarily participated in the Promotion and in no way is obligated to do so. Participants are fully aware of the risks and hazards connected with the activities which include but are not limited to injury and even death. Participants voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death, as a result of being engaged in the Promotion, whether caused by the negligence or gross negligence of releases or otherwise, to the fullest extent of the law.

MISCELLANEOUS: Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, undelivered, garbled or misdirected Contest Entries on Facebook; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed or misdirected transmissions or computer hardware or

software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of Contest Entries or Instagram or Twitter posts, the announcement of the prizes, or in any Promotion -related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking or by any equipment or programming associated with or utilized in the Promotion. Released Parties are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Promotion or downloading materials from or use of the website. Sponsor reserves the right, in its sole discretion to disqualify any person tampering with the entry process, the operation of the web site or otherwise in violation of these Official Rules. Sponsor further reserves the right, in its sole discretion, to cancel, terminate or modify this Promotion if the Promotion is compromised by virus, technical corruption, non-authorized human intervention, or any other causes which, in the sole discretion of the Sponsor, corrupt or affect the administration, security, fairness, proper play or integrity of the Promotion. Sponsor reserves the right in its sole discretion to disqualify any individual it believes has tampered with the entry process. In the event of cancellation or termination, Sponsor reserves the right to select the Contest winners for each applicable Entry Period from among all eligible, non-suspect Contest Entries received for the Entry Period(s) at issue prior to date of cancellation or termination using the judging criteria specified above. In the event of a dispute regarding online entry, entry will be deemed made by the authorized account holder of the e-mail account associated with the entry and he/she must comply with these Official Rules. The "authorized account holder" is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning email addresses. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY SUCH INDIVIDUAL AND RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES AND OTHER REMEDIES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW).

Except where prohibited by law, entry constitutes permission to use each entrant's name, hometown (city and state), voice, biographical information, likeness, photograph and any statements regarding this Promotion in all media now known or here after discovered, for any purpose, including without limitation, in connection with, and to promote, market or advertise, the Promotion, in whole or in part, without review, approval, credit or attribution, notification or payment from or to entrant or any person or entity, worldwide, in perpetuity, or on a winners' list, if applicable. Promotion is subject to all applicable U.S. federal, state and local laws and regulations.

By submitting a Contest Entry, you agree that your Contest Entry conforms to these Official Rules and that Sponsor, in its sole discretion, may disqualify your Contest Entry for any reason, including if it determines, in its sole discretion, that your Contest Entry fails to conform to these Official Rules in any way or otherwise contains unacceptable content as determined by Sponsor, in its sole discretion.