

2021 CAPTURE KENTUCKY PHOTO CONTEST LEGAL CONDITIONS

By entering Scenic Kentucky's **2021 Capture Kentucky Photo Contest**, participants agree to indemnify, defend and hold harmless Scenic Kentucky, its respective subsidiaries, affiliates, directors, officers, employees, attorneys, agents, and representatives, from any and all third-party liability for any injuries, loss, claim, action, demand, or damage of any kind arising from or in connection with the Contest (collectively, "Losses"), including without limitation any third party claim for copyright infringement or a violation of an individual's right to privacy and/or publicity right. The Contest is void where prohibited by law.

Each Photo Contest participant ("Participant") is responsible for ensuring that he or she has the right to submit photos to the Contest per these rules. The Photo Contest is not open to the Board members and staff of Scenic Kentucky.

The Participant agrees that any and all disputes that cannot be resolved with Scenic Kentucky, and causes of action arising out of or connected with this Contest, shall be resolved individually, without resorting to any form of class action, before a court of competent jurisdiction located in Louisville, Kentucky, which court shall apply the laws of the Commonwealth of Kentucky without regard for rules of conflicts of law. In any such dispute, Participant shall not be entitled to any punitive, special, indirect, incidental, or consequential damages, including without limitation attorneys' fees, or any damages other than Participant's actual out-of-pocket expenses (if any) associated with participating in the Contest. You hereby waive any rights to have damages multiplied or increased. The Contest and Scenic Kentucky's website are provided "as is" without warranty of any kind, either express or implied.

Scenic Kentucky is not responsible for any incorrect or inaccurate information, whether caused by website users or by any equipment or programming associated with or utilized in the Photo Contest, or by any technical or human error that may occur in the processing of submissions to the Photo Contest, including but not limited to any misprints or typographical errors.

Scenic Kentucky assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Scenic Kentucky is not responsible for any problems or technical malfunction of any telephone network or lines, computer equipment, servers, providers, computer on-line systems, software, or failure of email on account of technical problems or traffic congestion on the Internet or at any website, including injury or damage to participant's or to any other person's computer related to or resulting from participating or uploading images or information in the Photo Contest.

If, for any reason, the Photo Contest is not capable of completion as planned, including but not limited to, any reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of Scenic Kentucky that corrupt or affect the administration, security, fairness, integrity or proper conduct of the Photo Contest, Scenic Kentucky reserves the right at their sole discretion to cancel, terminate, modify or suspend the Photo Contest.