

## **Official Rules for the City of New York/NYC Parks' Jr. Litter League Competition**

NO PURCHASE NECESSARY TO WIN. VOID WHERE PROHIBITED OR RESTRICTED. By submitting a registration form to the Jr. Litter League volunteer program on NYC Parks' website you are agreeing to be bound by the following legal terms.

1. The Jr. Litter League competition (the "Competition") will begin at 9:00:00 AM Eastern Standard Time ("EST") April 15, 2021 and end at 9:00:00 PM EST on June 11, 2021 ("Competition Period"). The Competition is sponsored by New York City Parks and Recreation ("NYC Parks" or "Parks" or "Sponsor"). A registrant may submit more than one entry for different teams. Participation is subject to all federal, state and local laws and regulations. Void where prohibited or restricted by law. You are responsible for checking applicable laws in your jurisdiction before participating in the Competition to make sure that your participation is legal and to ensure that you comply with all relevant laws.

2. ELIGIBILITY: The Competition is open only to teams comprised of between seven (7) and fifteen (15) youth residents of New York City between the ages of 10 and 18, at the time of entry, plus up to three (3) adults for a maximum team number of eighteen (18) ("Participant Team"). Void where prohibited by law. Employees of Sponsor, and the judges or any of their respective affiliates, subsidiaries, advertising agencies, or any other company or individual involved with the design, production execution or distribution of the Competition and their immediate family (spouse, parents and step-parents, sibling and step-siblings, and children and step-children) and household members (people who share the same residence at least three (3) months out of the year) of each such employee are not eligible to participate and receive prizes. The Competition is subject to all applicable United States federal, state and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsors' decisions, which are final and binding in all matters related to the Competition. Entrant attests and affirms that it has secured in writing the consent of each member of the Participant Team, or the written consent of a parent or guardian where the member of the Participant Team is a minor. Entrant may be required to provide Sponsor with proof of this written consent prior to selection as a Winner. Winning a prize is contingent upon fulfilling all requirements set forth herein.

3. HOW TO ENTER: To enter, you must first register on NYC Parks' website at [nyc.gov/parks/jll](http://nyc.gov/parks/jll). The competition registration period begins at 9:00:00 AM Eastern Standard Time ("EST") April 15, 2021 and ends at 8:59:59PM EST on May 1, 2021 (the "Registration Period"). To compete in the competition, one adult (the "Team Leader") must fill out a registration form with their First Name, Last Name, Email Address, contact phone, and organization name if applicable. A list of all first and last names, ages and grade levels of the Participant Team must also be submitted. At the completion of each volunteer clean-up project ("Entry" or "Entries") the Team Leader must submit Clean-up Project Reports ("Reports"). Team Leaders will receive a link to a webform via email prior to their first clean-up project. Reports should relate to one of the five boroughs, as described on the Competition Webpage: the Bronx, Brooklyn, Manhattan, Queens or Staten Island. A minimum of four (4) projects are required to be completed by a Participant Team in order to be considered for a potential Prize. Photos and other information submitted by registrants may be displayed on the Parks website and official social media channels operated by the City of New York at the discretion of and pursuant to terms to be determined by NYC Parks. Each team is required to submit at least one (1) photo of their activities during the competition period ("Team Photo") via the Reports webform.

4. SELECTIONPERIOD: The Selection Period will begin at 9:00:00 AM EST on June 2, 2021 and end no later than 4:59:00 PM EST on June 5, 2021.

#### WINNERS:

Winners will be selected in the following categories:

- Elementary School Level/Bronx
- Elementary School Level/Brooklyn
- Elementary School Level/Queens
- Elementary School Level/Manhattan

- Elementary School Level/Staten Island
  
- Middle/High School Level/Bronx
- Middle/High School Level/Brooklyn
- Middle/High School Level/Queens
- Middle/High School Level/Manhattan
- Middle/High School Level/Staten Island
  
- Elementary Level/Citywide
- Middle/High School Level/Citywide

Winners will be selected in each category based on which Participant Team collects the largest amount of trash as determined by the cumulative amounts demonstrated in the Entries.

7. WINNER SELECTION: ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE COMPETITION. Potential winners will be notified via email on or about June 8, 2021 using the contact information provided by the entrant upon registration. In the event of disqualification of any potential winner, the prize will be forfeited by that potential winner and the registrant with the next highest amount of litter collected will be selected. NYC Parks is not responsible for notifications that are misdirected, addresses that are no longer correct, or for any other reason beyond the control of NYC Parks. If such potential winner cannot be contacted within a reasonable time period, if the potential winner is ineligible, if any notification is returned undeliverable, or if the potential winner otherwise fails to fully comply with these Official Rules, Sponsor may award the applicable prize to an alternate winner who had the next highest score remaining of the eligible entries.

8. THE PRIZES: NYC Parks will announce the winners by June 18, 2021 on the Competition Webpage, where the winners names and/or photographs will be displayed.

Winners may have project photos that have been submitted displayed on official social media channels operated by the City of New York at the discretion of and pursuant terms to be determined by NYC Parks.

On or around June 18, 2021, NYC Parks will announce the Winners on the Competition Webpage, where the winning Entries and the names of the Winners will be displayed. Twelve winners will be selected. If a selected Winner is not eligible, in Sponsor's sole judgment, the judging panel will select a new Winner with the next highest amount of litter collected. Parks, at its sole discretion, may decide to select winners at the Middle School and High School levels separately for both the Borough and Citywide categories.

The Winners must complete and return all applicable affidavits provided to them by Sponsor. On accepting the Prize, each Winner agrees to take and share at least one (1) photo of the Participant Team participating in the selected activity ("Winner Photo"). Winner hereby grants to the City of New York and the Sponsors the same rights in the Winner Photo as Winner grants to Winner's Entry in the OWNERSHIP OF ENTRIES Section of these Official Rules. Winner attests that the Winner Photo adheres to the WARRANTIES section of these Official Rules.

Prizes do not include assistance with or travel costs or other expenses associated with the prizes, if required. No cash in lieu of prize. No substitution of prizes is permitted except by Sponsor. Prize is not assignable or transferable. Limit one prize per team. If Winner cannot participate for any reason, Winner will forfeit the prize and NYC Parks may, at its option and in its sole discretion, select an alternate winner or the prize may not be awarded. All of the prize elements are subject to change and shall be determined by Sponsor in its sole discretion.

There is no Approximate Retail Value (ARV) of the Winning Prizes. Prizes must be redeemed and completed by July 31, 2021 or prize will be forfeited and Sponsor will have no further obligation to Winner. Any difference between stated value and actual

value will not be awarded. Winner is responsible for any transportation not specifically noted in these rules. Winner is responsible for obtaining all necessary travel documents prior to travel. Certain restrictions, as determined by Sponsor, may apply. All specifics of the event will be at Sponsor's discretion. If Winner cannot comply with these restrictions or any other portion of these Official Rules, the prize will be forfeited in its entirety and an alternate Winner will be chosen. If Winner cannot attend on the dates specified by Sponsor or chosen by Winner, the prize will be forfeited in its entirety and the prize may be awarded to an alternate winner selected by NYC Parks from the next closest entry. All costs and expenses associated with prize acceptance and use not listed herein as part of the prize including, without limitation, ground transportation (other than that specified above as included in prize), luggage fees, souvenirs, miscellaneous hotel expenses, and gratuities are the sole responsibility of Winner.

All federal, state and local income taxes on prize and gratuities are solely the responsibility of the Prize Winner. Payments to potential Prize Winner are subject to the express requirement that they submit to the Sponsor all documentation requested by the Sponsor in compliance with all applicable state, federal and local tax reporting and withholding guidelines. All Prizes will be net of taxes Sponsors are required by law to Withhold. The Prize Winner is responsible for ensuring that he/she complies with all the applicable tax laws and filing requirements. If the Prize Winner fails to provide such documentation or comply with such laws, the prize may be forfeited and the Sponsors may, in its sole discretion, select an alternative potential Prize Winner.

9. OWNERSHIP OF PHOTOS AND CONSENTS: By submitting an Entry and/or any photos , inclusive of the Team Photo and any other photos submitted as a part of the Competition ("Photo" or "Photos") , you agree to be bound by these Official Rules and grant the City of New York/NYC Parks a non-exclusive, fully paid-up and royalty-free, worldwide license to use, modify, delete from, add to, publicly perform, publicly display, reproduce and translate your Photos , including without limitation the right to distribute all or part of your Photo in any media formats through any media channels in perpetuity. You attest and affirm that you have secured in writing the consent of each member of the Participant Team, or the written consent of a parent or guardian where the member of the Participant Team is a minor, to bind them to these rules. Team Leader may be required to provide Sponsor with proof of this written consent prior to selection as a Winner.

By submitting an Entry and/or Photo, you consent to the use, by the City of New York/NYC Parks, its affiliates, subsidiaries, parents, and licensees, of your name, likeness, and image (“Likeness”) in connection with the Competition and the City of New York/NYC Parks’ related marketing activities, in any media or format now known or hereafter invented, in any and all locations, for display in offline or online public viewing galleries hosted by NYC Parks, including but not limited to the [nyc.gov/parks](http://nyc.gov/parks) website and its social media channels, without any payment to or further approval from you. You agree that this consent is perpetual and cannot be revoked. You further affirm that you have received any and all necessary written permissions from any living person depicted in your Entry and/or Photo to use their Likeness in the same manner set forth in this paragraph. If your Entry and/or Photo depicts a minor, his or her parent or guardian has agreed in writing to such uses. Team Leader may be required to provide Sponsor with proof of this written consent prior to selection as a Winner.

By registering, participating in the Competition, and submitting a Photo you agree that you have obtained any and all necessary written permissions from any living person depicted in your Photo for use, by the City of New York/NYC Parks, their affiliates, subsidiaries, parents, and licensees, of your Photo in connection with the Competition and the City of New York/NYC Parks’ related marketing activities, in any media or format now known or hereafter invented, in any and all locations, without any payment to or further approval. If your Photo depicts a minor, their parent or guardian has agreed in writing to such uses. Team Leader may be required to provide Sponsor with proof of this written consent prior to selection as a Winner.

You agree that nothing in these Rules grants you a right or license to use the NYC Parks’ trademark or service mark.

10. WARRANTIES: By submitting an Entry, you represent and warrant that your Entry:

1. is your own original work;

2. does not contain material or images that are, in NYC Parks’ sole judgment, obscene, inappropriate for a general audience that may include minors, or defamatory;

3. does not violate or infringe upon the copyrights, trademarks, rights of privacy, publicity or other rights of any person or entity;
4. does not contain malicious code, such as viruses, timebombs, cancelbots, worms, Trojan horses or other potentially harmful programs or other material or information;
5. does not feature the likeness of any living person without written permission from that person, or his or her parent or guardian if the person is a minor, for its use in connection with this Competition and all licensed uses under Section 9 above;
6. does not and will not violate any applicable law, statute, ordinance, rule or regulation; and
7. does not trigger any reporting or royalty obligation to any third party.

You further represent and warrant that the rights that you are granting under these Official Rules do not conflict in any way with any other agreement to which you are a party, or with any commitments, restrictions, or obligations that you are under to any other person or entity.

#### 11. OTHER THINGS TO KNOW:

**Entry Conditions and Release.** By entering, each individual in a Participant Team agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor, and/or the Competition judges which are binding and final in all matters relating to this Competition; (b) release and hold harmless the Sponsor, and their respect parent, subsidiary, and affiliated companies, the prize suppliers, the judges and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Competition, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties")

from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a registrant's entry, creation of an entry or submission of an entry, participation in the Competition, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, transmission, performance, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Sponsor from and against any and all claims, expenses, and liabilities (including reasonable attorneys' fees) arising out of or relating to a registrant's participation in the Competition and/or registrant's acceptance, use or misuse of prize.

Publicity. Except where prohibited, participation in the Competition constitutes Winners' consent to Sponsor's and their agents' use of Winners' names, likeness, photograph, voice, opinions and/or hometown and state for promotional purpose in any media, worldwide, without further payment or consideration.

General Conditions. Sponsor reserve the right to cancel, suspend and/or modify the Competition, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Competition, as determined by Sponsor in their sole discretion. Sponsor reserve the right in their sole discretion to disqualify any individual or Competitor it finds to be tampering with the entry process or the operation of the Competition or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Competition may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserve the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Sponsor is not responsible for, nor are they required to count, incomplete, late, misdirected, damaged, unlawful or illicit reports or forms, including those secured through payment, as well as those lost for technical reasons or otherwise.



Limitations of Liability. The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Competition, (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Competition; (4) technical or human error which may occur in the administration of the Competition or receipt or use of any prize. If for any reason an entrant's Submission is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another provide another Submission. No more than the stated number of prizes will be awarded.

Disputes. Entrant for itself and on behalf of the individuals in its Participant Team agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Competition, or any prizes awarded, other than those concerning the administration of the Competition or the determination of winners, shall be resolved individually, without resort to any form of class action; (2) any and all disputes, claims and causes of action arising out of or connected with this Competition, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate New York State Court; (3) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Competition, but in no event attorneys' fees; and (4) under no circumstances will entrant or the individuals of a Participant Team be permitted to obtain awards for, and entrant for itself and on behalf of the individuals in its Participant Team hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Competition, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law of conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York. Entrant attests and affirms that it has secured in writing the consent of each member of the Participant Team, or the written consent of a parent or guardian where the member of the Participant Team is a minor. to bind them to these rules. Entrant may be required to provide Sponsor with proof of this written consent prior to selection as a Winner.

Privacy. Sponsor collects personal information from you when you enter the Competition. The information collected is subject to the City of New York's privacy policy located [here](#).

Competition Results For Competition results go to [nyc.gov/parks](http://nyc.gov/parks) on or about June 18, 2021.

Sponsor: (1) NYC Parks, 830 Fifth Avenue, New York, NY 10065

By participating in this promotion you agree to the [Official Rules](#).

[Report Spam](#)

You are providing your information to the City of New York.