

## **Vaisala Photo Contest Official Rules (“Rules”)**

**1. ELIGIBILITY:** The Vaisala Photo Contest is open only to all persons who have delivered a lightning photo as instructed below, are 18 years of age or older and are legal residents of the United States, or any of the European Union countries or countries wherein Vaisala has companies and /or offices. Employees, officers and directors of Vaisala and each of its related companies and agents, as well as the immediate family (defined as parents, spouse, children, siblings and grandparents) and household members of each such employee, officer and director are not eligible to enter. By participating in the Contest, entrant fully and unconditionally agrees to and accepts these Rules and the decisions of Vaisala, which are final and binding.

**2. SPONSOR:** Vaisala Inc., (a Delaware corporation with offices located at 194 South Taylor Avenue, Louisville, Colorado 80027, USA.

**3. CONTEST PERIOD:** The Contest begins April 25, 2012 and ends on July 1, 2012 midnight, Boulder, Colorado, USA time.

**4. HOW TO ENTER:** There are two ways to enter the Contest: During the Contest Period, send only one (1) of your best unretouched and unedited lightning photo with your contact information to [Melanie.Scott@vaisala.com](mailto:Melanie.Scott@vaisala.com), or enter the contest through Vaisala’s FaceBook Event page. Only one (1) entry per person.

**4.1. FOR ALL ENTRIES:** All entries must be received during the effective dates of the Contest Period, submittals after the contest end date will not be accepted. Any use of automatic, programmed or similar entry methods or agents (including but not limited to sweepstakes/contest entry services) will void all entries by that entrant. Proof of entry submission (if any) will not be deemed to be proof of receipt by Sponsor. All entrants must submit a valid email and postal address. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected entries, all of which will be disqualified. Retouched or edited photos are subject to disqualification by Sponsor. The photo must be delivered in JPG or GIF format and the entrant must own the copyright to the photo. Such copyright must be properly marked. In the event, the photo entry submitted contains identifiable persons other than the entrant, the entrant must provide the Sponsor written permission to use the photo from the respective persons. In the event of a dispute as to the identity of an entrant, the authorized account holder of the email address used to enter will be deemed the entrant. The "authorized account holder" is the natural person assigned to the email address by the organization responsible for assigning email addresses for the respective domain.

**5. DRAWING AND NOTIFICATION OF POTENTIAL WINNERS:** The potential winner will be selected at random from among all eligible entries received. Selection will be held one (1) day after the closing of the Contest period. Sponsor, will conduct the drawing and will select the winner. The winner will be notified by electronic mail within seven (7) days of the drawing. In order to claim his/her prize, the potential winner must, except where prohibited, return to Sponsor, a copy of the confirmation email received after entry in the winning Draw. If a potential winner cannot be contacted within seven (7) days after the first attempt to contact him/her or if he/she fails to return the confirmation email within the required time period, an alternate entrant will be selected in his/her place at random from among all eligible entries received. Winner must comply with all terms and

conditions of these Official Rules and winning are contingent upon fulfilling all requirements.

**6. PRIZE:** No cash or other substitution, assignment or transfer of prize or prize component permitted, except by Sponsor, who reserves the right to substitute a prize or prize component with another of comparable or greater value. All taxes and other fees stated in the prize description are the sole responsibility the potential winner. Odds of winning depend on the number of eligible entries received.

**7. PUBLICITY:** Acceptance of any prize shall constitute the winner's consent to Sponsor's use of the winner's name, likeness, voice, opinions, prize information and hometown and state for promotional purposes in any media, worldwide, without limitation and without further payment or consideration, except where prohibited by law.

**8. RELEASE AND LIMITATIONS OF LIABILITY:** By participating in the Contest, entrants agree to release and hold harmless Sponsor, its officers, directors, employees, affiliated companies and agents (collectively, the "Released Parties") from and against any claim or cause of action arising out of participation in the Contest or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Contest; (b) technical errors related to computers, servers, providers or telephone or network lines; (c) printing errors; (d) errors in the administration of the Contest or the processing of entries; or (e) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt of any prize. Entrant further agrees that in any cause of action, will be limited to the cost of entering and participating in the Contest. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct or indirect damages. Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflicts of laws provisions, and all legal proceedings shall be subject to the exclusive jurisdiction of the federal and state courts in the State of Colorado.

**9. GENERAL CONDITIONS:** If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Contest. Sponsor reserves the right to cancel, suspend and/or modify the Contest if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any person it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in a disruptive manner. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**10. PERSONAL INFORMATION:** The personal information collected through the Contest is subject to Sponsor's privacy statement, if any and by agreeing to these Rules the entrant agrees that he/she shall give the Sponsor a free unlimited right to use the personal information in its commercial sponsoring activities.

**11. CONTEST RESULTS:** Results will be announced to the Winner only.