

**OFFICIAL RULES**  
**Celebrating 125 years of South Dakota Agriculture Social Media Contest**

**1. INTERNET ACCESS REQUIRED TO ENTER THIS SWEEPSTAKES:** Open to anyone with digital SD agricultural pictures past or present. The sweepstakes begins at 12:01 a.m. Central Time (CT) on July 1, 2014 and will conclude at noon CDT on August 8, 2014.

**2. TO ENTER:**

**Step 1)** To enter the Promotion, a participant must first have a Facebook, Twitter or Instagram account. If you do not have an account you must create one. Accounts are free. For Instagram a participant first needs to have the Instagram application downloaded on their mobile device and to become a registered user. You must follow South Dakota Department of Agriculture (@sdagdept). By submitting your information and creating an account, you agree to the terms of use and privacy notice of Facebook, Twitter or Instagram. If you do not agree to these terms of use and privacy notice, you cannot create an account, or participate in this contest. When using Instagram before entering the promotion, **the “Photos Are Private” option in the account settings on your Instagram account must be set to “OFF”**. You must be a follower of SDDA on any of these methods of entry so SDDA can easily make contact with you in the event that you are selected as a potential winner. When participating in this contest, you are allowing the SDDA to use the pictures for other promotional materials as well as post your photo on other social media mediums with name to be included.

**Step 2)** Find your best SD agriculture pictures past or present. Share your photo by using #SDAgProud. You must be a follower of SDDA in the medium you use to enter this sweepstakes. **1)** Upload the photo on the Dept. of Ag Facebook page found at <https://www.facebook.com/SDAgDept> **.OR 2)** tag it on Twitter @SDAgriculture **OR 3)** tag it on Instagram @sdagdept. Photo submissions must be uploaded by August 8, 2014 at noon CDT. **Notice:** Your mobile provider may charge you for each message sent/received – check with your service provider. Number of entries is unlimited.

All photos must be original photos and suitable for publication. Photos must not have been previously published or infringe on any third-party rights. Photos that are deemed by the judge in his or her sole discretion to be immoral, obscene, profane; sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contain nudity; promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promote any activities that may appear unsafe or dangerous; promote any particular political agenda or message; are obscene or offensive; endorse any form of hate or hate group; appears to duplicate any other submitted entries; defame, misrepresents or contains disparaging remarks about other people or companies; contain trademarks, logos, or trade dress owned by others, without permission will not be included as an entry.

**3. PRIZES: Two weekly 125 years of South Dakota memorabilia** prizes will be distributed and **One Grand Prize** of two (2) tickets to a South Dakota State Fair concert of event will be given to the randomly selected winner. SDDA will contact the winners through social media and request mailing information. Concert tickets will be mailed or at will call for the grand prize winner. Any expense not specifically listed is the responsibility of the ticket holder. Not responsible for any delays of the concert caused by unforeseen conditions.

All applicable taxes are the responsibility of the winner. Prizes are not transferable. No prize substitutions.

**4. DRAWINGS:** Random selections will be held two times a week starting July 3<sup>rd</sup> ending August 8<sup>th</sup>. Random winners will be notified by social media. If the contestant does not respond within 24 hours,

SDDA will choose another random winner. Anyone giving false information on their entry will be eliminated.

Odds of winning a drawing is based on the number of eligible entries received that week and will be randomly selected.

**5. CONDITIONS:** SDDA assumes no responsibility for lost, late, misdirected, illegible, incorrect or inaccurate entry information whether caused by entrant or by any of the equipment or programming associated with or utilized in the sweepstakes. SDDA or any other release will not be responsible or liable for any website, computer, telephone, satellite, cable, network, internet or other equipment electronics, software, service, transmission, connection, processing or other errors, failures, congestion, accessibility or availability issues. SDDA reserves the right, in its sole discretion, to cancel or suspend this sweepstakes should a computer virus, bugs or other causes beyond the control of the SDDA corrupt the administration, security or proper operation of the sweepstakes. If the database of entrants becomes corrupted, the winner will be chosen from the remaining uncorrupted database of entrants. Any attempt by an individual to deliberately damage any Web site or undermine the legitimate operation of the game is a violation of criminal and civil laws. Should such an attempt be made, SDDA reserves the right to seek damages from any such individual to the fullest extent permitted by law. Use of any computer generated or automated equipment to enter the sweepstakes will eliminate all entries from that entrant.

**6. CONDITIONS OF ENTRY:** Employees of SDDA are not eligible to win prizes. All federal, state and local taxes are the sole responsibility of the winner. All federal, state and local laws apply. Entry into this promotion constitutes permission to SDDA and their agencies to use winners' name, address and/or likeness for purposes of advertising and trade without further compensation, unless prohibited by law. SDDA reserve the right to substitute prize of equal or greater value. By participating, you accept and agree to abide by the Official Rules and all decisions of SDDA and its judging and administration organizations, which are final and legally binding in all respects. Entrant recognizes and agrees that survey information will be made available only to SDDA. By entering the promotion, you hereby agree that in no event will SDDA or any other judging or administration organizations be responsible or liable for, and you hereby release them from, any and all claims, actions, damages, losses, costs or expense or liability of any kind arising or resulting from anything relating to this sweepstakes.

**7. DISPUTE RESOLUTION:** Entrant agrees that: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant(s) and SDDA and their agencies, shall be governed by and construed exclusively in accordance with the laws of the State of South Dakota without giving effect to any choice of law or conflict of law rules which would cause the application of the laws of any jurisdiction other than the State of South Dakota. Entrant agrees that any action at law or in equity arising out of or relating to this sweepstakes, or awarding of the prize, shall be filed only in the state or federal courts located in the Hughes County in the State of South Dakota . Entrant hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action. Except where prohibited, by participating in this sweepstakes, entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this sweepstakes, or awarding of the prize, shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this sweepstakes but in no event attorneys' fees; and (c) under no circumstances will any participant be permitted to obtain awards for and 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.

SDDA: South Dakota Department of Agriculture, 523 E Capitol Ave, Pierre, SD 57501

**This promotion is in no way endorsed or administered by, or associated with Instagram, Twitter or Facebook. Any information provided is being provided to the SDDA only.**