



About Excitations Father's Day Photo Contest

Excitations wants you to share the best photo of your dad expressing himself – whether he is exhilarated, exuberant, excited, exasperated or just plain looking goofy. Submit your photo for a chance to win Dad a truly memorable Excitations experience. Limit three photo entries per participant.

Upload photos of Dad between now and June 15, 2008 and Excitations will choose the top three (3) photos which we think capture Dad's expression in the most fun and unique way. Winners will be announced on this page on June 18th and notified via email.

The top three (3) photo submissions will win one of these unforgettable Excitations experience gifts:



First Prize:
[Discovery Helicopter Flight](#)
(\$250 value)



Second Prize:
[Flat Water Kayak Tour for Two](#)
(\$150 value)



Third Prize:
[Ultimate Stock Car Ride-Along](#)
(\$100 value)

TO ENTER: Upload up to three (3) photos on Excitations Father's Photo Contest FACEBOOK Group. Photos must be original, unpublished and may not have won any prize or award.

Already a FACEBOOK Member: [Click here to join our Group](#) and then Add your photo

Not a FACEBOOK Member: [Click here to join our Group](#) and sign up for a FACEBOOK account; you'll be directed to "confirm your email address". Once you are a member, you can click on Groups and search for Excitations Father's Day Photo Contest and join our Group to Add your photo(s).

Excitations is the premier experience gifting company and exclusive provider for Discovery Experiences. **Check out our incredible selection of experience gifts**, starting at \$50 and up – perfect for Father's Day, weddings, graduations, birthdays and every special occasion! [Excitations Experience Gifts](#)

OFFICIAL RULES FOR EXCITATIONS FATHER'S DAY PHOTO CONTEST

NO PURCHASE NECESSARY TO ENTER OR WIN. Contest entry period begins on May 20, 2008, and ends at 11:59 p.m., E.T. on June 15, 2008. Entries must be received by 11:59 p.m. E.T., on June 15, 2008. Entries become the property of Excitations, 21351 Gentry Drive, Sterling, VA 20166 ("Sponsor") and will not be acknowledged or returned.

ELIGIBILITY: Legal residents of the 50 United States, 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 and/or their respective agents, affiliates, subsidiaries, and members of their immediate families or persons residing at the same address are not eligible.

WINNER SELECTION: The winner will be selected by a panel of qualified judges chosen by the Sponsor. Winning entries will be posted on Excitations Father's Day Photo Contest page and winners will be notified by email on June 18, 2008. Winners must respond to the email announcement with the information requested by the Sponsor in order for the prize to be shipped on or about June 20, 2008. Decisions of Sponsor are final and binding in all respects.

PRIZING: The three (3) selected winners will receive one of three (3) prizes:

First Prize: [Discovery Helicopter Flight](#) (\$250 value)
Second Prize: [Flat Water Kayak Tour for Two](#) (\$150 value)
Third Prize: [Ultimate Stock Car Ride-Along](#) (\$100 value)

Sponsor reserves the right to substitute a prize of equal or greater value if prize cannot be awarded as described. Sponsor will determine all elements of prizing in its sole discretion. Prize may be assigned to a recipient of the Winner's choice. Recipient of the prize must agree to the Terms and Conditions of the Sponsor upon acceptance of the experience prize. The awarding of any prize is contingent upon full compliance with these Official Rules.

CONDITIONS/WARRANTIES: Entrants agree to be bound by Official Rules and agree that if any winner fails to provide proof of identity, refuses to provide required affidavit, is found to have violated the Official Rules or otherwise does not meet eligibility criteria, prize will be forfeited and awarded to an alternate winner. Entrants understand that Sponsor is not liable for injuries, losses or damages of any kind arising from participation in this promotion and acceptance, possession and use of prize. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the contest or in the announcement of the prize. Decisions of Sponsor are final and binding in all respects.

By entering this contest, you represent, warrant, and agree that all recordings, copyrights, trademarks, ideas, concepts, acts, poses and performances, including, without limitation, all material composed, added, created, or interpolated by you, from the inception of creation and irrespective of stage of development or completion, that you submit or that are incorporated into your entry (collectively, "Work"), does not infringe upon or misappropriate any statutory or common law copyrights, trademarks, or other proprietary rights, is not libelous or defamatory, and does not violate any other third party rights, including rights of privacy and publicity. You agree to indemnify, defend, and hold harmless Sponsor, its officers, agents, contractors, and employees, from and against any and all third party actions, suits, proceedings, claims, demands, losses, costs, liabilities and expenses (including legal costs and reasonable attorneys' fees) it may incur or be liable for based upon or arising out of the foregoing representations and warranties. You further agree that all Work is commissioned hereunder on a "work for hire" basis. In the event the Work is found not to be a work-made-for-hire, you hereby assign, transfer and grant to the Sponsor all rights, including all exclusive exploitation rights, of every kind and nature (including any and all copyrights and neighboring rights, to the extent such assignment is allowed by law) in and to such Work. All rights to such Work are owned by Sponsor solely and exclusively, for the duration of the rights in each country and area and space, in all languages, and throughout the universe, including, without limitation, the right to use, re-use, reproduce, distribute, re-distribute, display, exhibit, transmit, print, publish, broadcast, host, store, cache, download, stream, comment on, edit, alter, modify, adapt, translate, and create derivative works based upon, synchronize with visual material, make sound or video recordings, audiovisual recordings, otherwise use, and permit others to use and perform or otherwise exploit the Work throughout the universe, in all media now known or hereafter discovered, for any purpose, including without limitation, in connection with, and to promote, market or advertise, the contest, in whole or in part, in edited, unedited or distorted form, without review, approval, credit or attribution, notification or payment from or to you or any person or entity, including without limitation any third party company or other company entitled to your exclusive performing services or any other rights with respect to your performing services, or any union or guild. You also agree to execute any and all documents required to effect the transfer of such rights to Sponsor. You further hereby agree that you will not seek (1) to contest, through the courts, administrative governmental bodies, private organizations, or in any other manner the rights of Sponsor to exploit the Work by any means whatsoever or (2) to thwart, hinder or subvert the intent of the grants and conveyances to Sponsor herein and/or the collection by Sponsor of any proceeds relating to the rights conveyed hereunder.

As conditions of contest entry, each Entrant acknowledges and agrees that (a) Sponsor and other participants have access to and/or may create or have created literary, film, tape and/or other materials, ideas and concepts which may be similar or identical to the Entrant's Contest Entry Materials in theme, idea, plot, format, characters and/or other respects; (b) the Entrant will not be entitled to any compensation or other consideration because of the use by Sponsor or any other participant of any such similar or identical material, ideas and/or concepts; and (c) Sponsor's or another participants' use of material containing elements similar to or identical with those contained in the Entrant's Contest Entry Materials shall not obligate Sponsor to negotiate with nor entitle Entrant to any compensation or other claim.

As conditions of entry, each Entrant warrants and represents that (a) his/her Entry Materials are original, have been legally obtained and created, and do not infringe the intellectual property rights or any other legal or moral rights of any third party; (b) he/she has obtained permission to submit the Entry Materials from anyone and any locations pictured in the Entry Materials, and can make those permissions available upon request; (c) the Entry Materials he/she is submitting have not been previously published or accepted for publication in any publication, and are not currently under consideration for publication in any publication; (d) he/she will not disseminate or otherwise submit the Entry Materials to any other entity for publication.

Entries submitted in connection with this Contest: (a) must be in English, if there is any language appearing in the submission; (b) must be intended for a family audience and contain only content that, in the sole and unfettered discretion of the Sponsor, is suitable for a general audience; (c) must not, in the sole and unfettered discretion of the Sponsor, contain any nudity, sexually explicit, disparaging, libelous or other inappropriate content; (d) must not, in the sole discretion of Sponsor, contain any commercial content that promotes any product or service other than the Sponsor's; (e) must not contain any trademarks, copyrighted works or other intellectual property (other than owned by the Entrant, or than as authorized by the Sponsor for use by entrants in connection with this Contest (collectively "Authorized Assets")). Any elements appearing in your Entry Materials, including without limitation stills, clip art, supers, or other materials used (collectively, "Elements") must be entirely original, created and performed by Entrant, be in the public domain, or be an Authorized Asset. Use of any Elements or other materials that are not original to Entrant, not in the public domain, or that are not an Authorized Asset may result in disqualification.

DISPUTE RESOLUTION: Except where prohibited, by participating contest entrants agree that: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participant(s) and Sponsor and its agents shall be governed by and construed exclusively in accordance with the laws of the State of Virginia without giving effect to any principles of conflicts of law of any jurisdiction. Entrant agrees that any action at law or in equity arising out of or relating to this Contest, or awarding of the prizes, shall be filed only in the state or federal courts located in the State of Virginia and 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 Contest, entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or awarding of the prizes, 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 Contest 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.

OTHER: Sponsor assumes no responsibility for entries, recommendations, or votes it is unable to process due to network, hardware or other technical failures; or any other reason, or incomplete, damaged, misdirected, or lost entries. 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 the rules. Sponsor further reserves the right, in its sole discretion, to cancel, terminate or modify this promotion if not capable of completion as planned, including infection by computer virus, technical corruption, non-authorized human intervention or force majeure. In the event of cancellation, Sponsor reserves the right to select winner(s) from among all eligible entries received prior to date of cancellation. The use of automated entry systems or any other conduct that impedes the integrity of the contest is prohibited. In the event of a dispute regarding online entry, entry will be deemed made by the holder of an established e-mail account associated with the entry.

GENERAL: Except where prohibited by law: (i) entry constitutes permission to use winner's entry, name, hometown, voice, likeness, photograph and any statements regarding this contest for editorial, public relations, promotional and advertising purposes on behalf of Sponsor without compensation; (ii) potential winners may be required to complete and return an Affidavit of Eligibility/Ownership/Liability Release, Publicity Release and Copyright Assignment within ten (10) days of notification or the entry with the next highest score may become an alternate winner. If winner notification is returned as undeliverable, the entry with the next highest score may become an alternate winner. By participating and winning a prize, winner releases Sponsor, and its parents, affiliates, subsidiaries and agencies and their respective directors, officers, employees and agents from any and all liability with respect to the prize won and participation in the contest. Subject to all U. S. federal, state and local laws and regulations. Void where prohibited. Taxes on prize are sole responsibility of winner. For winner's names, available after June 20, 2008, send a separate, self-addressed, stamped envelope to Excitations Photo Contest Finalists, 21351 Gentry Drive, Suite 220, Sterling, VA 20166. VT residents may omit return postage. No phone calls, please.