

**NEW MEXICO WILDERNESS ALLIANCE**  
**BACKCOUNTRY COOKING RECIPE CONTEST**  
**OFFICIAL RULES & PARAMETERS**

**CONTEST DESCRIPTION:**

The New Mexico Wilderness Alliance Backcountry Cooking Recipe Contest takes place from November 19, 2021 at 12:00 am MST to March 31, at 11:59 pm MST. Participants must upload at least one Recipe suitable for backcountry cooking. Backcountry cooking is defined as cooking that involves minimal preparation and which can be prepared beforehand and easily packed into the backcountry, or made using only equipment that is accessible while camping, such as a camping stove. Eligible recipes will be judged by New Mexico Wilderness Alliance staff. Two winners will be selected from each judging category and receive a respective first and second place prize. By participating in the Contest, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of New Mexico Wild, which shall be final and binding in all respects.

**ELIGIBILITY:**

Only those residing in the continental 48 states and Washington D.C. are eligible to enter. Participants under the age of 18 must submit a parental consent form alongside their recipe submission.

**HOW TO ENTER:**

To participate, entrants must complete the recipe submission form with complete name, email address, zip code, recipe name, recipe details, and a photo of the completed recipe. The Recipe must be submitted under one of the following categories: breakfast, trail snacks, main dishes, or desserts. Recipes must include a list of ingredients, detailed instructions, and serving portions. **Limit 5 entries per person.**

**Any submitted Recipe must meet the following criteria:**

- Photo files must be provided in the JPG file format;
- No more than five (5) photos can be submitted;
- Entrant must be the rightful owner of the Recipe and the associated Photo and included with the entry or must have the rights, title, and interest necessary to utilize the Recipe and associated Photo and for the Contest in compliance with these Official Rules;
- Recipes must be consistent with the image and values of Sponsor and be consistent with and satisfy the purpose of the Contest;
- Entrant must be the rightful owner of the e-mail address associated with the entry and Recipe;

- Recipes must NOT contain any material that infringes or violates any right of a third party including copyright, patent, trademark, trade secret or other proprietary rights;
- Recipes must NOT include third parties/people who have not expressly authorized in writing the entrant to feature their name, image, likeness or voice in the Recipe or otherwise use such name, image, likeness or voice in accordance with these Official Rules (if applicable, any selected winner may be required to verify such authorization in the form of a release);
- Recipes must NOT contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
- Recipes must NOT violate any law; and
- Recipes must NOT contain any content that is protected by copyright (without the express prior written consent of the owner of such right).

**Note:** Sponsor reserves the right, in its sole discretion, to disqualify any entry in the Contest if Sponsor views the Recipe as potentially infringing or otherwise a violation or potential violation of a third party's rights or if it deems the Recipe to be objectionable.

**Any recipes which violate these criteria will be disqualified.**

#### **REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION:**

Each entrant represents and warrants as follows: (i) the Recipe is the entrant's own original work; (ii) the Recipe is wholly original with the entrant; and (iii) the Recipe does not and will not violate any applicable laws. Each entrant hereby agrees to indemnify and hold the Sponsor harmless from and against any and all third party claims, actions, or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder.

#### **CONTEST JUDGING:**

Once the Contest is concluded, eligible recipes will be judged by the New Mexico Wilderness Alliance staff. Staff will select two winners from each Contest category based on the following criteria: perceived flavor, creativity, visual appeal and backcountry accessibility. Each recipe will receive a maximum score of 25 points per criteria, totaling a maximum possible score of 100 points.

#### **WINNER NOTIFICATION:**

Two winners, one first place and one second place, will be selected from each Contest category (breakfast, trail snacks, main dishes, desserts). The winners will be notified by e-mail using the contact information provided at the time of the entry. If, despite reasonable efforts, a potential winner does not respond within seventy-two (72) hours of the first notification attempt, or if

the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected based on the judging results. Sponsor, in its sole discretion, will attempt to contact up to three (3) potential winners of a prize in accordance with judging criteria noted above, after which the prize in question may go unawarded if it remains unclaimed. Sponsor shall have no liability for any winner notification that is lost, intercepted, or not received by a potential winner for any reason.

#### **GRANT OF RIGHTS:**

Each entrant into the Contest hereby irrevocably grants to Sponsor, its designates, affiliates, successors and assigns, the non-exclusive, irrevocable, fully paid, universal license to use, copy, sublicense, transmit, distribute, publicly perform, publish, delete or display the Recipe in any media now known or hereafter devised including, but not limited to all forms of electronic media, print media and all forms of Internet and wireless protocol in perpetuity and throughout the universe for advertising, marketing, publicity and promotional purposes. Sponsor shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, or alter the Recipe for any purpose which Sponsor deems necessary or desirable, and each entrant irrevocably waives any and all so-called moral rights they may have therein.

#### **PUBLICITY RELEASE:**

By participating in the Contest, each participant irrevocably grants Sponsor the right to use such entrant's name, photograph, and biographical information in any and all media for any purpose, including without limitation, advertising and promotional purposes and hereby releases the Contest Entities from any liability with respect thereto.

#### **GENERAL LIABILITY RELEASE:**

By participating in the Contest, each entrant agrees that the Contest Entities (i) shall not be responsible or liable for any losses, damages or injuries of any kind resulting from participation in the Contest or in any Contest related activity, or from entrant's acceptance, receipt, possession and/or use or misuse of any prize, and (ii) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize and specifically disclaim all such warranties, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. The Contest Entities assume no responsibility for any damage to an entrant's or any other person's computer system which is occasioned by accessing the Website or otherwise participating in the Contest, or for any computer system, phone line, hardware, software or program malfunctions or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, or stolen submissions or prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet Service Providers, web sites, or other connections; or for

miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, or difficulties, printing errors, clerical, typographical or other error in the offering or announcement of the prize or in any prize notification documents, or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. If, for any reason, the Contest is not capable of running as planned, including, due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Sponsor reserves the right in its sole discretion to cancel, terminate, modify, suspend or extend the Contest and, in the event of any termination or cancellation, select winners from among all eligible, non-suspect entries received prior to the termination or cancellation. Any attempt by an entrant or any other individual to deliberately damage the Website or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person in connection with the Contest, is in violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to disqualify the applicable individual and seek damages and other remedies from any such person to the fullest extent permitted by law. If any provisions of these Official Rules are determined to be invalid or unenforceable, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or unenforceable provision were not contained herein.