



## **ADOPTED HORSE INCENTIVE PROGRAM**

[www.AdoptedHorse.org](http://www.AdoptedHorse.org)

### *AHIP Program Goals:*

- Help people nationwide to appreciate adopted horses as desirable equine partners.
- Provide a friendly & inclusive competitive environment for people with adopted horses.
- Build a community of people who support and encourage horse adoptions.

*We Celebrate Adopted Horses!*

### **Not just for horses!**

**This monthly photo award is open to any equine whose adoption meets the AHIP criteria.  
Read on...**

## **2020 AWARDS PROGRAMS**

### **ADOPTED HORSE PHOTO AWARDS**

*Open for Entries each month, beginning January 1, 2020 - attached.*

### **ADOPTED HORSE HIGH POINT AWARDS**

*Open for Entries January 1st to December 31<sup>st</sup>, 2020 - see separate document.*

### **ADOPTED HORSE FILM FESTIVAL**

*Coming Spring 2020 - see separate document.*

Questions? Email us at [info@AdoptedHorse.org](mailto:info@AdoptedHorse.org)

## ADOPTED HORSE INCENTIVE PROGRAM

### IS MY HORSE ELIGIBLE?

In 2020, the program's inaugural year, the Adopted Horse Incentive Program (AHIP) is open to equines adopted from a U.S. 501(c)3 organization with a valid adoption contract, and who are in the possession of the adopter. If a local law enforcement agency has adopted out an equine with an adoption agreement that meets the AHIP criteria, that equine is also eligible. For example, a horse adopted from a Sheriff's/Police Department, Animal Control, or government-operated Animal Shelter. We use the word 'horse' in this paperwork to mean any equine.

Most 501(c)3 and law enforcement organizations have custom adoption agreements. An AHIP-eligible adoption agreement is one that offers some protection for the adopted horse into the future. It may include one or more conditions similar to the examples below:

1. The organization may take the horse back if you are unable or unwilling to keep it.
2. There may be restrictions regarding the transfer of ownership, such as whether the horse can be sold in the future and if so, after what period of time.
3. There may be conditions regarding the equine's workload, such as restricting certain activities, like jumping, or if the horse can be ridden at all.
4. There may be conditions such as mandatory feed or medications.

If your adoption agreement does not contain conditions like one of the examples above, your horse may not be eligible. If you are not sure if your agreement meets the criteria, you are welcome to email us at [info@AdoptedHorse.org](mailto:info@AdoptedHorse.org) and we'll be happy to help.

Equines who have been "adopted forward" from the original adopter to a 2<sup>nd</sup> adopter are eligible. The transfer must be with the approval of the original 501(c)3 organization and the new adopter needs to sign the 501(c)3 organization's contract. The 2<sup>nd</sup> adoption agreement is the one to send.

Equines who have been leased/loaned from the adopter to a third party are eligible, as long as the adoption agreement and lease/loan agreement are both submitted, and the equine remains in possession of the adopter.

An adopted equine from an organization that no longer has its 501(c)3 or has closed is eligible if the 501(c)3 was valid at the time of the adoption.

Equines purchased outright are not eligible. Horses acquired directly from auctions, kill pens, feed lots, the BLM, private rescues and other sources are not eligible. Some 501(c)3 organizations sell horses outright, and those are also not eligible.

Although we are appreciative and supportive of everyone helping horses in need, if your horse is a private rescue and does not have an adoption agreement, they are not eligible.

### **ADOPTERS**

Adopters must be individuals, 18 or over, and legal residents in the United States OR a company registered in its respective state i.e. a corporation or LLC. A DBA is the same as an individual.

Adopters must affirm that the horse in the adoption agreement is the same horse in the submitted photograph. We understand that the adopter may have changed the horse's name from the one shown on the agreement.

We take horse abuse and neglect seriously, so adopters must affirm that they have never had a conviction for animal abuse or neglect of any type, and that if such conviction is discovered, they may be banned for life from AHIP awards consideration. If banned or suspended for animal welfare reasons, your photo entry will be invalid.

We stand with the FEI on equine welfare and encourage adopters to review the FEI's Code of Conduct for the Welfare of the Horse at  
[https://inside.fei.org/sites/default/files/Code\\_of\\_Conduct\\_Welfare\\_Horse\\_1Jan2013.pdf](https://inside.fei.org/sites/default/files/Code_of_Conduct_Welfare_Horse_1Jan2013.pdf)

<b>ADOPTED HORSE PHOTO AWARDS 2020</b>
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### **Official Rules**

**No payment, purchase or donation of any kind is necessary to enter or win this contest.**

The **Adopted Horse Photo Awards (the "Contest")** is a monthly contest with a winner to be named each month of the year in 2020 (the "Contest Period"). Each month's entry period begins on the first day of the month at midnight and ends on the last day of the month at 11:59 p.m Pacific Time.

#### **1. How to Enter:**

- a. The first step is to register yourself and your adopted equine in the Adopted Horse Incentive Program by going to [www.AdoptedHorse.org](http://www.AdoptedHorse.org) (the "Website") and clicking on the PHOTO CONTEST banner or tab on the home page. Then click on the REGISTRATION option, and follow all the steps to register your horse in the program and receive an AHIP number. You do not need to enter the contest in order to register your horse, nor do you need to do these steps at the same time but they must be done in order.
- b. Afterwards, on the same PHOTO CONTEST page, click ENTER PHOTO to go to an online entry form where you can upload your adopted horse's photo with your AHIP number and information to enter. You must include your AHIP number for your entry to be accepted.

2. **Adopted Horse in Photograph:** Your adopted horse is to be the primary focus of the photograph, but other animals appearing incidentally in the photograph are accepted.
3. **Amateur Photographers:** Open to photographs taken by amateur photographers only.
4. **Age of Entrant:** The official entrant must be 18 years of age or older. Photograph may have been taken by a minor but the entry must be made by an adult.
5. **Photo Alteration:** Photos that have been digitally altered beyond standard optimization will be disqualified. Standard optimization is defined as removal of dust/minor artifacts, cropping, reasonable adjustments to exposure, color and contrast. It must clearly be the same photograph as the original unretouched image.
6. **Ownership of Photograph:** Entrants warrant they own all rights to the photo they are submitting.
7. **Photographer's Rights:** If you are not the photographer, you **MUST** have **WRITTEN** permission from the photographer to submit the photograph of your adopted horse, and they must also agree to be bound by relevant conditions in these official rules. In that case, the photographer's name must be noted on the entry form.
8. **Photo Releases of Individuals:** If any individuals other than the Entrant appear in the photo, the Entrant must have the written permission of the individuals (or their parent's or legal guardian's permission if individuals are minors) to use their name and/or image in the Submission.
9. **Entry Limit:** Limit of one (1) online entry per person per month. If more than one photograph is entered, only the first one will count. A photograph may only be entered into a single month's contest.
10. **Family Friendly Content:** Photos may not contain any adult language, nudity, or anything that in the sole opinion of the contest organizers is distasteful and not in line with generally accepted community standards for a family-friendly photo competition.
11. **Permission to Publicize:** When you submit your photograph to the Adopted Horse Photo Awards, you grant HorseSense Inc. a royalty-free, non-exclusive right, worldwide, in perpetuity, to use the photograph on the internet, in our newsletter, press releases, reports, displays and the like in support of our 501(c)3's mission. By entering into the Contest, all entrants and winners consent to the use of their name and photograph for advertising and promotional purposes, including online announcements, worldwide and without limitation and without additional compensation, except where prohibited by law. The photographer or copyright holder retains ownership of the photograph.
12. **Conditional Consent to Contact:** When you enter at the Website, you will be asked to consent to receive promotional e-mails and reminders for upcoming HorseSense.org promotions and information about HorseSense.org. You may opt out of these promotional emails at any time. Receipt of such e-mails will not improve your chances of winning.
13. **Geographic Eligibility:** To enter the Contest you must be a lawful permanent resident of the 50 United States or the District of Columbia. Puerto Rico is not included.
14. **Legal Restrictions:** Contest is void where restricted or prohibited by law. The Contest, and any website pages and advertisements relating thereto, is intended for viewing only within the United States. You are not authorized to participate in the Contest if you are not located within the United States.

15. **Main Sponsor:** HorseSense, Inc., a 501(c)3 non-profit organization, 1812 W. Burbank Boulevard, #1055, Burbank, CA 91506. Email contact: [info@HorseSense.org](mailto:info@HorseSense.org)  
The Adopted Horse Incentive Program is a program of HorseSense Inc.
16. **Notification of Winners:** Each month's winner ("Winner"), as determined by our judge/s, will be contacted via email during the following month. The Winner may be required to sign an affidavit of eligibility and release of liability and publicity (where permitted), and return same, properly executed, within five (5) days of issuance of prize notification.
17. **Prizes:** Monthly winners will receive a \$100.00 cash prize and the winning horse's image and story will be featured on the Website. It may also be featured on the Adopted Horse Incentive Program social media pages. All federal, state and local taxes on prizes are the Winner's responsibility. Some restrictions may apply. In the event the prize cannot be awarded as described, Main Sponsor reserves the right to substitute any prize, or portions thereof, with a prize of comparable or greater value in Main Sponsor's sole discretion.
18. **Prize Conditions:** If Main Sponsor is unable to contact the potential winner within ten (10) days of the initial attempt to contact, if a potential prize winner fails to complete and return all requested forms within five (5) days, if an entrant is found to be ineligible, or if he/she does not comply with the Official Rules, or if a potential winner fails to comply with any of the requirements, his/her prize will be forfeited and an alternate winner shall be selected. Potential prize winners will be required to execute an Affidavit of Eligibility, a Liability Release and a Publicity Release ("Affidavit/Release"). Such document must be returned by the date and/or time indicated within such document. If prize notification is returned as undeliverable, this will result in disqualification and an alternate winner will be selected. Except where prohibited by law, the prize winner's entry and acceptance of a prize constitutes permission for the Contest Entities to use said prize winner's name, photograph, likeness, statements, and city and state address on a worldwide basis, and in all forms of media, in perpetuity, without further compensation. The Contest Entities are HorseSense, Inc. and any of its board of directors, past or present employees, administrators, agents, officials, officers, divisions, subsidiaries, successors, affiliates, consultants, employee benefit plans (and their sponsors, fiduciaries, or administrators), insurers, accountants and attorneys ("Contest Entities").
19. **Judging of Photographs:** The photographs will be judged by a qualified judge with expertise in equines and photographic imagery. Criteria will include composition, quality, impression and adhering to the theme of the month, if there is one. Ties may be divided by the HorseSense Board or by a qualified guest judge. Alternatively, one or more additional prizes may be awarded. The judge's decision is final.
20. **Contest Conditions:** This Contest is subject to all applicable federal, state, and local laws. By participating, entrants agree to be bound by these Official Rules and the decisions of the Main Sponsor, which shall be final and waive any right to claim ambiguity in the Contest or these Official Rules. Winners and entrants also agree to release, discharge, indemnify and hold harmless the Contest Entities and each of their respective officers, directors, employees, representatives and agents from and against any claims, damages or liability due to any injuries, damages or losses to any person (including personal injury or death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of a prize or

participation in any Contest-related activity or participation in this Contest, or any claims based on rights of publicity, rights of privacy and/or merchandise delivery.

21. **Limitations of Liability:** In case of dispute as to the identity of any entrant, entry will be declared made by the authorized account holder of the US email address submitted at time of entry. "Authorized Account Holder" is defined as the natural person who is assigned an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational, institution, etc.) responsible for assigning email addresses or the domain associated with the submitted email address. Any potential winner may be requested to provide Main Sponsor with proof that such winner is the authorized account holder of the email address associated with the winning entry. Contest Entities are not responsible for late, lost, damaged, misdirected, incorrectly addressed, incomplete, illegible, undeliverable, destroyed, or postage-due mail entries and/or lost, late, misdirected, undeliverable or incomplete online entries due to system errors or failures, or faulty transmissions or other telecommunications malfunctions and/or online entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, or failed, incomplete or garbled computer or telephone transmissions, typographical or system errors and failures, or faulty transmissions, or for any problems or technical malfunctions. If for any reason this Contest is not capable of running as planned, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of Main Sponsor which corrupt in any way or affect the administration, security, fairness, integrity, fulfillment or proper conduct of the promotion, then Main Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest and select a winner by judging those entries received up to the cancellation/suspension date.
22. **Agreement to Terms and Conditions:** By entering this Contest, each entrant accepts and agrees to be bound by these official rules and the decisions of the Main Sponsor. Main Sponsor and their agencies are not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the processing of submissions in the Contest. Main Sponsor and its agencies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of entries. Main Sponsor and its agencies are not responsible for any problems or technical malfunction of any telephone network or lines, computer systems, servers or providers, computer equipment or software on account of technical problems or traffic congestion on the Internet or combination thereof, including injury or damage to participants or to any other person's computer related to or resulting from participating or downloading materials in this Contest. If, for any reason, the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Main Sponsor or its agencies which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Contest, Main Sponsor reserves the right to terminate the promotion in its sole discretion. Entries become the property of Main Sponsor and will not be returned.

23. **Disputes/Choice Of Law:** Except where prohibited, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in Los Angeles, California, (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (3) no punitive, incidental, special, consequential or other damages, including without limitation lost profits may be awarded (collectively, "Special Damages"), and (4) entrant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased. California law, without reference to California choice of law rules, governs the Contest and all aspects related thereto.

Adopted Horse Incentive Program is administered by:

HorseSense Inc., a 501(c)3 Equine Welfare organization.

IRS EIN 81-2614007, approved May 2016.

CA Charitable Trust #CT0238853

Website: [www.HorseSense.org](http://www.HorseSense.org)

Email: [info@HorseSense.org](mailto:info@HorseSense.org)

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