



**#OAKPROUDplaid**  
**#ShopOAKproud**

## **#ShopOAKProud #OAKPROUDplaid Photo Contest Rules 2018, Disclaimers**

### **#ShopOAKProud #OAKPROUDplaid Photo Contest Rules, Disclaimers**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.**

1. CONTEST SPONSOR: OMCC (hereinafter referred to as "OMCC") is the sole producer and owner of **#ShopOAKProud** and **#OAKPROUDplaid**.
2. CONTEST SPONSOR BUSINESS LOCATION: The Chamber's website is [www.oaklandchamber.com](http://www.oaklandchamber.com); the organization is located at 475 14th Street, Suite 100, Oakland CA 94612, USA.
3. CONTEST DURATION: **#ShopOAKProud #OAKPROUDplaid** contest begins November 23, 2018, 12:01 am PST, and concludes 12 noon PST, December 21, 2018.
4. CONTEST ENTRIES: A single winning photo submission will be selected by a judging panel at OMCC, from entries posted on social media sites Facebook and Instagram using the official contest hashtags **#ShopOAKProud #OAKPROUDplaid**. Entries are limited to one (1) post/upload photo per day, per person per social channel.
5. AGREEMENT TO RULES: By participating, you ("Entrant") agree to be fully and unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, Entrant agrees to accept the decisions of OMCC as final and binding as it relates to the content of this Campaign.
6. HOW TO ENTER: The Campaign/Contest must be entered by submitting a photo entry, tagging yourself and an Oakland CA retail business located within the established boundaries of the City of Oakland, CA, and using contest hashtags **#ShopOAKProud and #OAKPROUDplaid**. The entry must fulfill all Campaign requirements, as specified herein, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of OMCC. Entrant may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If Entrant uses fraudulent methods or otherwise attempt to circumvent the rules, Entrant's submission may be removed from eligibility at the sole discretion of OMCC.

7. CONTEST JUDGING: Photo entries are judged on the creative expression of the 2018 holiday season (shopping, giving, sharing, celebrating) at local “brick and mortar” businesses (retail, restaurant, etc.) within the city limits of Oakland, CA, with the winning entry selected by the judges as being that which captures the spirit of the holiday season while shopping, giving, sharing, celebrating.

8. CONTEST PARTICIPANT ELIGIBILITY: Entrants must be a minimum 18 years of age at the time of making a post/upload; entrants must be legal residents of California or have legal residency status in the state of California, and have valid state identification recognized by the Transportation Security Administration (TSA), including, but not limited to, a state issued Driver License or identification card, Passport, and any other government required documentation necessary to legally board an aircraft. The Campaign is void where prohibited by law. Employees of OMCC, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the “Employees”), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Campaign. The Campaign is subject to all applicable federal, state, and local laws and regulations.

9. CONTEST LEGAL REQUIREMENTS AND LIABILITY RELEASE: By entering this contest, entrant acknowledges, understands, and agrees to a complete release of Facebook and Instagram from any and all liability in connection with this contest. By entering, entrant agrees to release and hold harmless OMCC and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant’s participation in the Campaign and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries. Entrant further acknowledges, understands and agrees they are of legal age; that they are following all contest rules; that they are legally eligible to board an aircraft and travel within the United States and its territories, and possess all necessary legal documentation to do so. If traveling with a companion on the second ticket, Entrant’s companion will also need to meet all aforementioned criteria for travel.

10. RIGHTS GRANTED BY ENTRANT: By entering this content (e.g., photo, video, text, etc.), Entrant understands and agrees that OMCC, anyone acting on behalf of OMCC, and OMCC’s licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, their entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes, without any further compensation, notice, review, or consent. By entering this content, Entrant represents and warrants the entry is an original work of authorship, and does not violate any third party’s proprietary or intellectual property rights. If entry infringes upon the intellectual property right of another, Entrant will be disqualified at the sole discretion of OMCC. If the content of Entrant’s entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, Entrant shall, at their own sole expense, defend or settle against such claims. Entrant shall indemnify, defend, and hold harmless OMCC from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which OMCC may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party’s right.

11. CONTEST PRIZE: The Winner of the Contest (the “Winner”) will receive two (2) round trip Southwest Airlines vouchers to any published destination Southwest flies in the continental

United States and Puerto Rico, within the prize redemption period. Prize value is \$200 per voucher. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by OMCC. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for OMCC to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law. A signed release waiver will be required from the prize Winner at the time the prize is accepted.

Winning prize must be claimed by the Winner by **January 5, 2019**, with all travel booked and completed by **July 1, 2019**; there are no voucher "date" extensions available. Lost vouchers cannot be replaced; vouchers may not be modified or otherwise altered by either the Metropolitan Chamber of Commerce or Southwest Airlines. The entrant may choose to use one (1) voucher for themselves and one (1) voucher for a companion. The entrant may alternatively choose to use both round trip vouchers for themselves, as long as travel is booked and completed by the **July 1, 2019** deadline. No exceptions to any of the aforementioned conditions.

12. Terms & Conditions: OMCC reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond OMCC's control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, OMCC may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by OMCC. OMCC reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions. OMCC has the right, in its sole discretion, to maintain the integrity of the Campaign, to void votes for any reason, including, but not limited to: Multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Campaign rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such attempt be made, OMCC reserves the right to seek damages to the fullest extent permitted by law.

13. CONTEST DISQUALIFICATION: Entries will be disqualified if more than one (1) entry per entrant is made per day on more than one (1) social media channel. Entries including photo of a retail store location not within in the city limits of Oakland, CA, will be disqualified. Entries that violate any published Facebook terms and conditions and/or Community Standards currently defined at [Facebook.com/policies](https://www.facebook.com/policies), or Instagram terms of use [https://he http://bit.ly/1FVji0P](https://help.instagram.com/3183939720206763) and/or Community Guidelines <http://bit.ly/2zqK0hL> will be disqualified. A winning entry, posted by an entrant not of legal age when a winning entry was posted, will be disqualified. Entrant may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If Entrant uses fraudulent methods or otherwise attempt to circumvent the rules, the Entrant's submission(s) may be removed from eligibility at the sole discretion of OMCC.

14. CONTEST ODDS: The odds of winning depend on the number of eligible entries received.

15. CONTEST WINNER NOTIFICATION: The winner of the **#ShopOAKProud/#OAKPROUDplaid** Photo Contest will be notified via DM (direct message) on Facebook or Instagram. Posts announcing the winning entry and winner will be identified and posted to the three Chamber Social Media channels **December 21st, 2018**, at 5pm. OMCC shall have no liability for Winner's failure to receive notices due to spam, junk e-mail or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize by **January 5<sup>th</sup>, 2019**, or fails to make a timely return of a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected. Receipt by Winner of the prize offered in this

Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT OMCC'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

16. DISPUTES: THIS CAMPAIGN IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND THE STATE OF CALIFORNIA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Campaign, Entrant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in California having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than Entrant's actual out-of-pocket expenses (i.e. costs associated with entering this Campaign). Participant further waives all rights to have damages multiplied or increased.

17. RELEASE: The Campaign hosted by OMCC is in no way sponsored, endorsed, administered by, or associated with Facebook or Instagram.

18. WINNERS: To obtain a copy of the Winner's name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: OMCC, 475 14th Street, Suite 100, Oakland CA 94612. Requests must be received no later than January 5, 2019.

19. AFFIRMATION, ACCEPTANCE AND AGREEMENT: By entering herein, Entrant certifies they have affirmatively reviewed, accepted, and agreed to all of the Official Rules.

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