# California Coast Credit Union "SD Rocks Reading Photo Contest"

CONTEST OFFICIAL RULES AND PARENTAL CONSENT FORM

NO PURCHASE IS NECESSARY TO ENTER OR WIN. PURCHASING PRODUCTS OR SERVICES FROM CALIFORNIA COAST CREDIT UNION WILL NOT IMPROVE YOUR CHANCES OF WINNING.

The "SD Rocks Reading Photo Contest" (Contest) begins 12:00 am PDT on September 8, 2016, and ends 11:59 pm PDT on September 24, 2016 (Contest Period). By entering this Contest, contestants accept and agree to be bound by these Official Rules. Contest void where prohibited by law. California Coast Credit Union is the sponsor of this Contest (Sponsor).

WHO MAY ENTER: Contest is open to all ages. Contestants, or their parent or legal guardian, must have valid U.S. government issued identification and valid tax identification number. Credit Union employees, officials and members of their immediate families are not eligible to participate in the Contest. Business entities are not eligible to participate. Contest is void in Puerto Rico, U.S. territories and possessions outside of the United States, and where restricted or prohibited by law.

HOW TO ENTER: Post your photo on social media (Facebook, Instagram, etc.) and use #SDROCKSREADING. Entries accepted between 12:00 am PDT on September 8, 2016 and 11:59:59 pm PDT on September 24, 2016 to qualify. No limit on the number of entries per contestant. Entries must be appropriate for general audiences. California Coast Credit Union reserves the right to refuse entries with content deemed inappropriate for general audiences in its sole and absolute discretion, including but not limited to, entries that contain content that is false, fraudulent, suggestive, harassing, disparaging, violent, offensive, inflammatory, defamatory, illegal, immoral, indecent, or that include profanity, nudity, drug or alcohol usage and/or paraphernalia. Photos cannot include the interior of California Coast branch locations. Any third-party content not owned by Contestant, unless in the public domain, is expressly prohibited. Professional assistance allowed but not required. California Coast Credit Union owns content for photos entered into the Contest and reserves the right to use photo entries for promotions outside the SD Rocks Reading Photo Contest and modify photos as needed for promotional use. Contestants not to be compensated for photo usage.

Contestants who are under 18: In order to be eligible for prizes, contestants under the age of 18 must have a Parental Consent form (filled out by their parent or legal guardian) sent to California Coast Credit Union before the end of the contest period entered. One consent form may be used for multiple contest entries. Entries for contestants under the age of 18 who do not have a Parental Consent Form on file at the end of the contest period will be voided and ineligible to receive prizes.

### PRIZES:

Grand Prize: (4) Disney On Ice Tickets (October 8, 2016 - 3 pm show). Estimated Retail Value: \$148

First Prize: (2) Concert Tickets to the California Coast Credit Union Open Air Theater. Estimated Retail Value: \$120

Second Prize: (1) \$50 Visa gift card. Estimated Retail Value: \$50

Winners will be contacted via social media within 7 days of the end date of the Contest period. Prizes to be distributed to contestants at a California Coast Credit Union branch location. No limit on the number of entries per contestant. Limit one prize per person. If a prize remains unclaimed after 10 days or the winner does not meet eligibility qualifications, another entrant will be awarded the prize.

Liability/General Rules: California Coast Credit Union is not responsible for any loss which may occur in connection with the "SD Rocks Reading Photo Contest." Contestants agree to hold California Coast Credit Union harmless from any liability arising from participation in the Contest or the acceptance, receipt, possession or misuse of the prize. California Coast Credit Union and each of its officers, directors, employees, members, representatives and agents are not responsible for any negligence, claims, liability, injury, property loss, or other damages of contestants and/or winners arising from, or in connection with, acceptance, receipt, possession or use/misuse of prizes awarded or participation in the "SD Rocks Reading Photo Contest." Prizes cannot be substituted, assigned or transferred by winners. California Coast Credit Union reserves the right to disgualify contestants who fail to follow these Official Rules or who make any misrepresentations relative to the Contest and redemption of prize.

Contest Conditions: This Contest is subject to all applicable federal, state and local laws. By participating, contestants agree to be bound by these Official Rules and the decisions of the Sponsor and waive any right to claim ambiguity in the Contest or these Official Rules. Sponsor is not responsible for lost, late, misdirected, undeliverable, illegible, or incomplete entries, whether due to system errors or failures, faulty transmissions or other telecommunications malfunctions, entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, failed, incomplete or garbled computer or telephone transmissions, typographical or system errors and failures, technical malfunctions or otherwise. Sponsor may prohibit an entrant from participating in the Contest or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception or other unfair practices or intending to annoy, abuse, threaten, or harass any other contestants or Sponsor. If, for any reason, this Contest is not able to be conducted as planned, including, but not limited to, by reason of infection by computer virus, tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of the Sponsor which affect the administration, security, fairness, integrity or proper conduct of the Contest, then the Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Contest. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES

# (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

As further conditions of entry into this Contest, and by uploading and entering a submission, Contestant warrants and represents that the Entry (a) is original and has been legally created, (b) does not infringe the intellectual property, privacy or publicity rights or any other legal or moral rights of any third party; (c) has not been entered in or won previous contests or awards; and (d) has not been published or distributed previously in any media. Contestant represents that he/she owns all rights to his/her Entry, including, without limitation, the copyrights. Contestant further represents and warrants that the Contestant has obtained permission from each person whose name, image or likeness is included in the Entry, and that such person(s) have granted Contestant all necessary rights to use the person's Likeness as described in these rules, without compensation, and that Contestant can make written copies of such permissions available to the Sponsor upon request. If the Likeness of a minor is included, such grant of rights must include written permission from the minor's parent or legal guardian authorizing the use of the minor's likeness on behalf of the minor. By uploading an Entry, Contestant irrevocably grants Sponsor and its affiliates, legal representatives, assigns, agents and licensees, the unconditional and perpetual right and permission to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, exhibit and/or otherwise use or reuse (without limitation as to when or to the number of times used), the Contestant's Entry, including, but not limited to, the recording and the performances contained therein (in each case, as submitted or as edited/modified in any way by the Sponsor, in its sole discretion), as well as to use Contestant's name, likeness, photograph, and/or statements regarding his/her participation in this Contest (with or without using the Contestant's name) in any manner, and in any and all media without limitation as to time or territory, and without additional compensation or approval from the Contestant or any other party. Contestant waives intellectual property rights, privacy/publicity rights or other legal or moral rights that might preclude the Sponsor's use of the submission, and agrees not to sue or assert any claim against the Sponsor for the use of the Entry or Contestant's Likeness. Contestant agrees to indemnify and hold Sponsor, its agencies and their respective affiliates, officers, directors, agents, co-branders or other partners, and any of their employees (collectively, the "Indemnitees"), harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted by any third party against any of the Indemnitees due to or arising out of the Contestant's Submission, or the Contestant's conduct in creating an Entry or otherwise in connection with this Contest, including but not limited to claims for trademark infringement, copyright infringement; violation of an individual's right of publicity or right of privacy; or defamation. Contestant further agrees to release Sponsor from any and all claims that any advertising subsequently produced, presented, and/or prepared by or on behalf of Sponsor infringes Contestant's rights with regard to any elements, characters or ideas contained in any submission.

**Publicity Authorization:** By entering the Contest, each contestant agrees to permit the Sponsor to utilize his/her name and likeness in promotional and other Credit Union materials, including social media communications, without additional compensation or permission, except where prohibited by law.

#### NO SPONSORSHIP BY FACEBOOK:

This Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook or any other social media entity. Contestant agrees that Facebook or any other social media entity shall have no liability whatsoever for any injuries, losses or damages of any kind resulting from Contestant's participation in this Contest and hereby releases it from same. Contestant acknowledges that he or she remains subject at all times to official social media Terms and Conditions.

**Arbitration**: Except where prohibited by law, as a condition of participating in this Contest, entrant agrees that (1) any and all disputes and causes of action arising out of or connected with this Contest or any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively, by final and binding arbitration under the rules of the American Arbitration Association ("AAA") and shall be held at the AAA regional office nearest the participant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement, and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorney's fees, other than entrant's actual out-of-pocket expenses (i.e., costs associated with entering this Contest), and entrant further waivers all rights to have damages multiplied or increased.

**Taxes:** Winners are responsible for all tax consequences (if any) of the prize.

**Choice of Law:** All issues concerning the construction, validity interpretation, and enforceability of these Official Rules, or the rights and obligations of any entrant and California Coast Credit Union in connection with the "SD Rocks Reading Photo Contest," shall be governed by, and construed in accordance with, the substantive laws of the State of California, USA.

16-694 PUB 09/16

See following page for the Parental Consent Form.

# California Coast Credit Union "SD Rocks Reading Photo Contest"

PARENTAL CONSENT FORM

## Parent/Legal Guardian Instructions

Fill out the form below and submit to California Coast Credit Union on behalf of your child (Minor Contestant) before the end of the contest period for which he/she has entered a photo. One consent form may be used for multiple contest entries. Entries for contestants under the age of 18 who do not have a Parental Consent Form on file at the end of the contest period will be voided and ineligible to receive prizes. Limit one prize per person.

form, my child and I agree to abide by the Official Rules and I am authorizing my child to participant in the SD Rocks Reading Photo Contest.  Print Name of Parent/Guardian:	Minor Contestant's Name (please print clearly):
Parent/Guardian – Parental Consent Disclosure Check box and provide Parent/Legal Guardian's initials for each.    I have obtained a copy of the Photo Contest Official Rules. Initials:   I have read and understand the Photo Contest Official Rules. Initials:   I am submitting this consent form on behalf of my child. Initials:   I understand that if my child wins, I will take possession of the prize on their behalf and must have a valid government issued identification and valid tax identification number to do so.   If the minor becomes 18 during the contest period and wins a prize, he/she is eligible to take possession of the prize, and must present valid government issued identification and valid tax identification number. Initials:  I,, am the parent or legal guardian of, an individual under the age of 18. By signing this, (ParentLegal Guardian Name)  form, my child and I agree to abide by the Official Rules and I am authorizing my child to participant in the SD Rocks Reading Photo Contest.  Print Name of Parent/Guardian:	Parent/Legal Guardian's Name (please print clearly):
Parent/Guardian – Parental Consent Disclosure Check box and provide Parent/Legal Guardian's initials for each.    I have obtained a copy of the Photo Contest Official Rules. Initials:   I have read and understand the Photo Contest Official Rules. Initials:   I am submitting this consent form on behalf of my child. Initials:   I understand that if my child wins, I will take possession of the prize on their behalf and must have a valid government issued identification and valid tax identification number to do so.   If the minor becomes 18 during the contest period and wins a prize, he/she is eligible to take possession of the prize, and must present valid government issued identification and valid tax identification number. Initials:  I,, am the parent or legal guardian of, an individual under the age of 18. By signing this, where the parent of legal guardian of, an individual under the age of 18. By signing this, where the parent of legal guardian of, and	Minor Contestant's Age:
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□ I have obtained a copy of the Photo Contest Official Rules. Initials: □ I have read and understand the Photo Contest Official Rules. Initials: □ I am submitting this consent form on behalf of my child. Initials: □ I understand that if my child wins, I will take possession of the prize on their behalf and must have a valid government issued identification and valid tax identification number to do so. □ If the minor becomes 18 during the contest period and wins a prize, he/she is eligible to take possession of the prize, and must present valid government issued identification and valid tax identification number. Initials:  I,, an individual under the age of 18. By signing this  (Minor Contestant Name)  form, my child and I agree to abide by the Official Rules and I am authorizing my child to participant in the SD Rocks Reading Photo Contest.  Print Name of Parent/Guardian:	Parent/Guardian – Parental Consent Disclosure
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	Print Name of Parent/Guardian:
Parent/Guardian Signature/Date:	Parent/Guardian Signature/Date:

### **How to Submit:**

- Scan and email to: CRTeam@calcoastcu.org
- Fax to: 858.277.1324 (ATTENTION: Community Relations Department)
- Mail to:

California Coast Credit Union Community Relations Department

- 9201 Spectrum Center Blvd. San Diego, CA 92123