

## CITY OF WILSONVILLE INSTAGRAM PHOTO CONTEST

### OFFICIAL RULES

#### NO PURCHASE NECESSARY TO ENTER OR WIN.

The purpose of the #mywilsonville Instagram Photo Contest is to submit an original photograph using the Instagram application. The Wilsonville Town Center Task Force will judge all eligible entries received.

All photos must be uploaded through the Instagram application using the hashtag #mywilsonville. By entering into this Contest, entrants accept and agree to be bound by these Official Rules.

**ELIGIBILITY:** #mywilsonville Instagram Photo Contest Instagram Contest (the “Contest”) is open to Wilsonville Town Center visitors 13 years or older (individuals 13 years through 17 years must have parental consent for entry) and from anywhere except officers, directors, employees, consultants, members, or agents of the Sponsor, the Wilsonville Town Center Task Force, or any other party associated with the development or administration of this Contest, and the immediate family and persons residing in the same household as such individuals.

**CONTEST PERIOD:** The Contest begins at 8:00 am PT on June 13, 2017 and ends at 8:00 am PT on September 5, 2017, when all entries must be received.

**HOW TO ENTER:** To be eligible for consideration, each entrant must (1) have an Instagram account; (2) set their Instagram account to PUBLIC; and (3) hashtag #mywilsonville in the Instagram photo caption. The contest is free of charge, and the entrant may submit an unlimited number of entries, as long as each entry is different.

To be considered, the photo may not contain any content that:

- (1) is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; or profane; promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing);
- (2) promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- (3) is obscene or offensive; endorses any form of hate or hate group; appears to duplicate any other submitted Submission;
- (4) contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- (5) contains copyrighted materials owned by others or any trademarks, names or logos owned by others; or
- (6) violates any relevant federal, state, or local laws or regulations.

Any entrant who submits photograph(s) of individual(s) must have consent of the individual(s) to use the image and further represents and warrants that the entrant obtained the individual(s) consent.

**JUDGING:** Photos will be judged at the end of the contest, and Winners will be announced on September 29, 2017. Photos will be judged by the Wilsonville Town Center Task Force based on creativeness as it relates to the Contest’s theme (50%) and artistic quality of the image (50%). Odds of winning depend on

total number of eligible entries received. All decisions of the judges regarding this Contest are final and binding in all respects.

**PUBLICATION AND ASSIGNMENT OF RIGHTS TO SUBMISSIONS:** When entering the Contest, each entrant agrees that her or his submission is an original work of authorship and she or he owns all right, title and interest in the entry as of the date of submission.

Inappropriate, obscene, threatening, dangerous, or abusive content is not permitted, and those entries will be disqualified. No spam or unlawful content is permitted. All content must comply with Instagram terms of use. By entering the Contest, each entrant completely releases Instagram of any liability and further acknowledges that the Contest is in no way sponsored, endorsed, or administered by, or associated with, Instagram.

Entries cannot defame or invade the privacy or public rights of any person, or infringe upon any other rights. If any identifiable person appearing in the entry is under the age of majority in her/his state of residence, the parent or legal guardian is required to provide permission. Sponsor reserves the right to require proof of these permissions in a form acceptable to Sponsor from any entrant at any time. Sponsor reserve the right to disqualify any entry it deems to be offensive inappropriate, not in keeping with Sponsor's image or that is otherwise not in compliance with these official rules, in its sole discretion. Sponsor cannot control what gets populated in the #mywilsonville Instagram photo gallery, but any inappropriate photographs will be reported immediately to Instagram.

By entering the Contest, entrants agree to assign all right, title and interest, including copyright rights, in the entry to Sponsor and grant Sponsor and other Contest entities an irrevocable, worldwide, perpetual license to publish or publicize all or part of their entry, including but not limited to entrant's name, in whole or in part, for advertising promotional and trade or other purposes in conjunction with this and similar promotions in any and all media now known or hereafter developed without notice or permission and without further compensation.

**PRIZES: Three (3) Prizes Are Available To Be Awarded.** Three Winners will be selected at the end of the contest. The Winners will each receive a prize to be determined by the City of Wilsonville. All prizes will have a retail value of equal to or less than \$100. All federal, state, and/or local income or other taxes, if any, are the Winner's sole responsibility.

**NOTIFICATION:** The potential Winners will be notified via the Instagram application and via Facebook (as applicable) by the Sponsor the morning after its selection, and will be announced on September 29, 2017. In the event that any potential Winner does not respond to any such notification within 7 days, a disqualification will result, the prize will be forfeited and, at Sponsor's sole discretion and time permitting, an alternate potential Winner may be chosen from among all remaining eligible entries. Upon contacting a potential Winner and determining that s/he has met all eligibility requirements of the Contest, such individual will be declared a "Winner" of the Contest. The declared Winners must claim the prize before 5:00 pm PT on October 27, 2017 or the prize will be forfeited.

**GENERAL CONDITIONS:**

By entering the Contest, each entrant releases and discharges the Sponsor, the Wilsonville Town Center Task Force, and any other party associated with the development or administration of this Contest, their

affiliated entities and each of their respective officers, directors, members, employees, independent contractors, agents, representatives, successors, and assigns (“Released Parties”) from any and all liability whatsoever in connection with this Contest, including without limitation legal claims, costs, injuries, losses or damages, demands, or actions of any kind.

Released Parties are not responsible for stolen, late, incomplete, illegible, misdirected, lost, damaged, garbled, delayed, undelivered, or garbled entries or Photos. Released Parties are not responsible for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications. Released Parties are not responsible for injury or damage to entrants’ or to any other person’s computer related to or resulting from participating in this Contest or downloading materials from or use of the website.

Persons who tamper with or abuse any aspect of the Contest or website or attempt to undermine the legitimate operation of the Contest by cheating, deception or other unfair playing practices, or intent to annoy, abuse, threaten or harass any other entrant or Sponsor’s representative or who are in violation of these Official Rules, as solely determined by the Sponsor, will be disqualified, and all associated entries will be void. Any attempt by an entrant to deliberately damage the website or undermine the legitimate operation of this contest may be in violation of criminal and/or civil laws, and should such an attempt be made, sponsor reserves the right to seek remedies and damages (including without limitation attorney fees and costs at trial and on appeal) from any such entrant to the fullest extent of the law, including criminal prosecution.

The Sponsor and the other Contest entities, as applicable, reserve the right, in their sole discretion, to cancel or suspend the Contest for any reason, including virus, bugs, unauthorized human intervention, or other causes corrupt the Contest. In the event of cancellation, Sponsor may elect to identify the Winners from among all non-suspect, eligible entries received up to the time of such cancellation.

Sponsor makes no warranties, representations, or guarantees, express or implied, in fact or in law, regarding this contest or the merchantability, quality, or fitness for any particular purpose regarding any prize or any component of any price.

**APPLICABLE LAWS AND JURISDICTION:** This Contest is subject to all applicable federal, state, and local laws and regulations. Issues concerning the construction, validity, interpretation, and enforceability of these Official Rules shall be governed by the laws of the State of Oregon. Should there be any conflict between the laws of the State of Oregon and any other laws, the conflict will be resolved in favor of the laws of the State of Oregon. Venue for any dispute regarding the Contest or these Official Rules will be in Clackamas County Circuit Court.

**SPONSOR:** This Contest is sponsored by the City of Wilsonville, 29799 SW Town Center Loop East, Wilsonville, OR 97070 (“Sponsor”).