

## **Terms and Conditions Downtown Long Beach Winter Scavenger Hunt**

**Eligibility:** Downtown Long Beach Winter Scavenger Hunt (the "Contest") is open to any legal resident of the U.S. over the age of 18 years old as of the date of entry. Employees, officers, principles, directors, or agents of DLBA and members of their households or immediate families, are not eligible to participate. The Contest is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

**Agreement to Rules:** By participating, the Contestant ("You") agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of DLBA as final and binding as it relates to the content of this Contest.

**Contest Period:** The Contest will run starting on November 1, 2022, at 12:00 AM PST and ending January 1, 2023, at 11:59 PM PST. All challenges in the Contest must be completed by December 31, 2022, 11:59 PM PST to qualify.

**How to Enter:** The Contest must be entered by completing at least one challenge through the DLBA Winter Scavenger Hunt in the Eventzee App. Only one entry per person. The maximum number of challenges that may be necessary to complete the contest and determine the Winners is fifty (50). NO PURCHASE IS NECESSARY TO ENTER OR WIN. By entering, You are opting in to the DLBA's email communications from which you can unsubscribe at any time.

**Prizes:** A total of fifty (50) winners (the "Winner" or "Winners") will be identified in the Event. The top one (1) Contestant who has earned the highest number of points will receive one thousand dollar(s) (\$1,000) in gift card(s) to Downtown Long Beach businesses as determined by the DLBA. The Contestants who rank second (2<sup>nd</sup>) place to tenth (10<sup>th</sup>) place based on number of points will receive one-hundred-dollar(s) (\$100) gift card(s) to Downtown Long Beach businesses as determined by the DLBA. The Contestants who rank eleventh (11<sup>th</sup>) place to fiftieth (50<sup>th</sup>) place based on number of points will receive ten-dollar(s) (\$10) gift card(s) to Downtown Long Beach businesses as determined by the DLBA. No cash or other prize substitution shall be permitted.

**Winner Selection and Notification:** In the case of a tie when determining the top fifty (50), the Contestants who are tied at the cut-off (i.e., tied for 50<sup>th</sup> place) one (1) additional challenge will be required for those in the tie; if a tie remains after the tie breaker, a random drawing will determine the top fifty (50) Winner(s). In the case of a tie when determining the top ten (10), one (1) additional challenge will be required for those in the tie; if a tie remains after the tie breaker, a random drawing will determine the top ten (10) Winner(s). Winners will be identified no later than January 6, 2023. Winners will be notified via email within ten (10) business days following identification of Winners. DLBA 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 within seven (7) business days from the time award notification was sent, the prize may be forfeited, and an alternate Winner selected. Receipt by Winner of the prize offered in this Contest is conditioned upon compliance with any and all federal, state,

and local laws and regulations. The DLBA reserves the right to review challenge completions and assess whether they qualify as completions.

### **Terms & Conditions:**

- *No responsibility for lost entries.* DLBA assumes no liability for lost or misdirected entry forms regardless of the circumstances.
- *No liability for acts or omissions of others or defective equipment.* DLBA maintains no control over the equipment, or products used to capture your submitted photo. DLBA shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience, or other irregularity that may be caused or contributed to by: (1) wrongful, negligent, or unauthorized act or omission on the part of contest partners; (2) any defect in or failure of any equipment, instrumentality, or product, that is owned, operated by contestant; (3) any cause, condition, or event whatsoever beyond the control of the contestant.
- *Discretion to cancel contest or seek redress for wrongdoing.* DLBA reserves the right, in their sole discretion, to cancel or suspend the contest should cause beyond the reasonable control of the DLBA corrupt the security or proper administration of the contest. Any attempt to deliberately damage the legitimate operation of this contest is a violation of criminal and civil laws, and should such an attempt be made, DLBA reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.
- Contestant agrees to *indemnify and hold harmless DLBA.* By entering the contest, each contestant agrees to release and hold DLBA harmless from and against any and all damages and claims of any kind in connection with the contest or resulting from entrance in the contest. Such release and indemnification shall include, but not be limited to, claims for copyright infringement resulting from DLBA's use of any submitted photograph and/or any other artistic work provided to DLBA by in connection with the contest.
- *Contestant grants license to DLBA to use any submitted photo.* Each contestant retains its rights in its submitted photograph; however, by entering the contest, the contestant grants the DLBA (and those authorized by it) a royalty-free, world-wide, perpetual, non-exclusive license to publicly display, distribute, reproduce and create derivative works of the entries, in whole or in part, in any media now existing or later developed, for any purpose, including but not limited to advertising and promotion in any publication. Any photograph reproduced will include a photographer credit as feasible. DLBA will not be required to pay any additional consideration or seek any additional approval in connection with such uses.

### **Dispute Resolution and Governing Law:**

- Any dispute concerning the construction, validity, interpretation and enforceability of these Official Rules, contestant's rights and obligations, or the rights and obligations of DLBA in connection with the contest, must be brought through Mediation first and then Arbitration as set forth herein. Venue shall be in Long Beach, Los Angeles County, California.
- The Parties agree to first mediate any dispute or claim arising between them out of this Agreement before resorting to arbitration or court action. Mediation fees, if any, shall be paid by the Parties equally. If for any dispute or claim to which this section applies, any party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request to do so has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.
- The Parties agree that any dispute or claim in law or equity arising between them out of any entry to DTLB Unfiltered, which is not settled through mediation, shall be decided by neutral, binding arbitration through the American Arbitration Association, as the exclusive remedy for such controversy, claim or dispute. Arbitration fees, if any, shall be paid by the Parties equally. In any such arbitration, the Parties may conduct discovery to the same extent as would be permitted in a court of law. The arbitrator shall issue a reasoned, written decision, and shall have full authority to award all remedies, which would be available in court. Any judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Possible disputes covered by the above include (but are not limited to) contract claims, tort claims, copyright infringement claims, infringement on the common law right of publicity, or otherwise. Thus, this bilateral arbitration agreement fully applies to any and all claims the Parties may have against one another. However, claims where mandatory arbitration is prohibited by law are not covered by this arbitration agreement, and either Party may present such claims to the appropriate court.
- BY AGREEING TO THIS BINDING ARBITRATION PROVISION, EACH PARTY WAIVES ITS RESPECTIVE RIGHTS TO A TRIAL BY JURY. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS, OR MODIFICATIONS OF THESE CONTEST RULES.
- This arbitration provision is to be construed as broadly as is permissible under applicable law.
- Governing law: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, contestant's rights and obligations, or the rights and obligations of DLBA in connection with the contest, shall be governed by, and construed in accordance with, the laws of State of California.

**Winners & Official Rules:** For a copy of these Official Rules contact DLBA at (562)

436-4259.

**General:** By entering the Contest participants agree to be bound by these Official Rules and by the decision of the DLBA, which shall be final on all matters relating to this Contest. This Contest shall be void where prohibited by law.