



CATCH OUR COAST



CA STATE PARKS SAN DIEGO-TERMS & CONDITIONS

- 1. Eligibility:** California State Parks (CSP) San Diego Coast District's 2017 summer promotion is open to legal residents of the United States and is void where prohibited by law. Entrants must be 18 years of age as of the first day of the promotion. Employees of CSP, their respective affiliates, subsidiaries, advertising and promotion agencies, suppliers and their immediate family members and/or those living in the same household of each are not eligible to participate in the promotion. The promotion is subject to all applicable federal, state and local laws and regulations. Void where prohibited.
- 2. Agreement to Rules:** By participating, you agree to be fully unconditionally bound by these Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of CSP, as final and binding as it relates to the promotion. The promotion is subject to all applicable federal, state and local laws.
- 3. Promotion Period:** June 9 – June 11, 2017
- 4. How the Promotion Works:** Entrants must follow California State Parks San Diego Coast District (SDCD) on social media platforms including Facebook, Twitter and Instagram and must be able to verify same. Each day at 8:00 a.m., starting June 9 and ending June 11, SDCD will post a clue on social media as to where the prize for that day is located. Entrants are encouraged to quickly get to that location. The first entrant to get to the prize wins the prize, as judged in the sole discretion of an appointed CSP employee. One prize will be awarded on each day of the promotion. In the event of a tie a short contest of physical agility will be implemented to break the tie. Additional giveaways will be distributed to runners up. All parking and park entrance fees will be applicable to participants.
- 5. Prizes:** All prizes are non-transferable. The approximate value of each prize is \$300-400. Any and all prize related expenses, including without limitation any and all federal, state and/or local taxes shall be the sole responsibility of the winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by winners is permitted. Acceptance of prize constitutes permission for CSP to use winner's name, likeness, and entry for purposes of advertising without further compensation, unless prohibited by law. A list of winners will be posted on social media platforms after the promotion has concluded. If a selected winner is ineligible or fails to timely return a completed and executed waiver and release as required, prize may be forfeited. The receipt by winner of the prize offered in this contest is conditioned upon compliance with any and all federal, state laws and regulations, ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT CSP'S SOLE DISCRETION) WILL RESULT IN DISQUALIFICATION AS WINNER OF THE CONTEST AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.
- 6. Odds:** The odds of winning depend upon the total number of eligible entrants.

7. Rights Granted by you: By participating in this promotion you understand that CSP, anyone acting on behalf of CSP, or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, statewide in any media now known or hereafter in perpetuity and throughout the State of California, winner's name, portrait, picture, voice, likeness, image or statements about the promotion and biographical information as news, publicity or information and for advertising, public relations, and promotional purposes without further compensation.

8. Terms: CSP reserves the right, in its sole discretion to cancel, terminate, modify, or suspend the promotion should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the promotion. CSP reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the promotion or violates these Terms & Conditions. Any attempt by an entrant to deliberately damage or undermine the legitimate operation of the promotion may be a violation of criminal and civil laws and should such an attempt be made, CSP reserves the right to seek damages from any such person to the fullest extent permitted by law. Additionally, any attempt to cheat the promotion, as determined at the sole and absolute discretion of CSP, may result in immediate disqualification of the entrant, as well as other possible consequences, including disqualification from any and all existing and future promotions.

9. Limitation of Liability: By entering you agree to release and hold harmless CSP and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from 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 promotion 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 malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the promotion; (v) electronic or human error which may occur in the administration of the promotion or the processing of entries. Further by participating you hereby acknowledge that the SDCD 2017 summer promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram, Facebook, or Twitter and you hereby agree to release and hold harmless Instagram, Facebook and Twitter from liability, injury or damage caused in any way by your participation in said promotion.

10. Disputes: THIS PROMOTION IS GOVERNED BY THE LAWS OF THE UNITED STATES AND CALIFORNIA WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this promotion, participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with the promotion, 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 will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this contest), and participant further waives all rights to have damages multiplied or increased.