

## **TERMS AND CONDITIONS**

- 1. Eligibility:** California State Parks (CSP) Instagram photo contest (the contest), is open only to those who submit their photos on Instagram by tagging @castateparks and using #inentyouradventure and #optoutside. **Users must be 18 years of age** as of the date of entry. The contest is only open to legal residents of the United States and is void where prohibited by law. 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 contest. The contest 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 content. The contest is subject to all applicable federal, state and local laws.
- 3. Contest Period:** Entries will be accepted online starting on the date listed on the contest page. All online entries must be received by contest deadline.
- 4. How to Enter:** The contest must be entered by submitting a photo in which you own the rights for on Instagram by tagging @castateparks and using #inentyouradventure and #optoutside. The entry must fulfill all contest requirements, as specified, to be eligible to win a prize. Entries that are not complete or do not adhere to the rules or specifications may be disqualified at the sole direction of CSP. If you use fraudulent methods or otherwise attempt to circumvent the rules your submission may be removed from eligibility at the sole discretion of CSP.
- 5. Prizes:** The prize is non-transferable. 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.
- 6. Odds:** The odds of winning depend on the number of eligible entries received.
- 7. Winner selection and notification:** **Winners of the contest will be selected by a panel of California State Park representatives based on photo creativity.** Winners will be notified on Monday, November 28, 2016 by 5:00pm PST via Instagram and CSP website. CSP shall have no liability for a winner's failure to receive notices due to winners' notification or other security settings or for winners' provision of incorrect or otherwise non-functioning contact information. If the selected winner cannot be contacted, is ineligible, fails to claim the prize within 15 days from the time award notification was sent, or fails to timely return a completed and executed declaration and releases 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 SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE CONTEST AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.**

**8. Rights Granted by you:** By entering this content 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, your entry, including, without limitation, the entry and winner's name, portrait, picture, voice, likeness, image or statements about the contest and biographical information as news, publicity or information and for advertising, public relations, and promotional purposes without further compensation.

**9. Terms:** CSP reserves the right, in its sole discretion to cancel, terminate, modify, or suspend the contest 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 contest. In such case, CSP may select the recipients from all eligible entries received prior to and/or after (if appropriate) the action taken by CSP. 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 contest or website or violates these Terms & Conditions. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the contest 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.

**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 contest 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 of the processing of entries. Further by entering you hereby acknowledge that the Invent Your Adventure contest is in no way sponsored, endorsed or administered by, or associated with, Instagram and you hereby agree to release and hold harmless Instagram from liability, injury or damage caused in any way by your participation in said contest.

**11. Disputes:** THIS CONTEST 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 contest, 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 contest, 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.

**Privacy Policy:** Information submitted with an entry is subject to the Privacy Policy stated on the CSP website. To read the Privacy Policy, visit <https://www.parks.ca.gov/Privacy>.