

## Center City Holiday Pedestrian Campaign Contest Rules

This document outlines the eligibility criteria for participating in the contest, how to enter, and other valuable aspects of the processes.

1. **NO PURCHASE NECESSARY.** A purchase of a product or service from participating retailers or any of its affiliated companies will not improve the chance of winning. Void where prohibited. Subject to all federal, state, and local laws.

2. To participate in the CITY OF SEATTLE HOLIDAY PEDESTRIAN SAFETY CAMPAIGN CONTEST you must:

- Be a legal resident of the 50 United States or the District of Columbia, including APO/FPO addresses excluding Puerto Rico.

- Employees of The CITY OF SEATTLE, its advertising and promotion agencies, web site providers or other parties involved in any aspect with the creation, production, operation, execution and fulfillment of the Contest and the immediate family members (parents, siblings, children and spouse) and/or those living in the same household (whether or not related) of each are not eligible to win.

3. **CONTEST PERIOD.** CITY OF SEATTLE HOLIDAY PEDESTRIAN SAFETY CONTEST will be accepting entries at participating retail locations\* beginning at 9 AM PST Thursday, December 1, 2011 and ending at 5 PM PST Thursday, December 22, 2011. ("Contest Period"). All entries must be received by 9 AM Friday, December 23, 2011. All entries submitted become the sole property of the Sponsor and will not be acknowledged or returned.

4. **HOW TO ENTER.** One entry per person. You may enter by signing the safety pledge available at participating retailers. Multiple entries are allowed but are limited to one entry per retailer, per day. Each entry will be considered an individual entry and included in the drawing. Submitting an entry constitutes agreeing to the terms of these Official Rules and all decisions of Sponsor and/or its designee, which are final and binding in all respects. Sponsor is not responsible for incorrect, inaccurate or incomplete entry of information or for entries which are garbled, damaged, incompletely received, otherwise defective or lost due to any reason, all of which will be voided. Each submission of an Entry Form and an Entry Piece shall constitute an entry ("Entry").

**ENTRY FORM REQUIREMENTS.** Entry Form requires: full name, e-mail address, and signature.

**CONDITIONS APPLICABLE TO ALL ENTRIES.** By submitting an entry (or accepting any prize), each Entrant understands and agrees that their name may be posted online to [www.seattle.gov/seeyouinthecrosswalk](http://www.seattle.gov/seeyouinthecrosswalk), without further compensation or review. Entrant further agrees to release Sponsor from any and all claims that any such use by Sponsor, including any commercial advertising presentation, web content or any other material subsequently produced, presented and/or prepared by or on behalf of Sponsor, infringes the Entrant's rights with regard to any elements, characters or ideas contained in its Entry.

5. One (1) Grand Prize of \$500 will be Awarded. One (1) Grand Prize Winner will receive a \$500 GIFT CERTIFICATE to be used at one of the participating retailers.\* Sponsor is not responsible for any costs associated with accepting or otherwise using the prize. Acceptance of prize constitutes permission to the Sponsor and its agents to use winner's name, likeness, and Entry Piece for purposes of advertising and trade without further compensation, unless prohibited by law.

6. A DRAWING TO IDENTIFY THE WINNER will be held on Friday, December 23<sup>rd</sup> at 11 AM PST. There will be one (1) sole winner selected at random. Three attempts to contact the potential Grand Prize Winners by telephone, email, or post will be made. Exact means of contact is at the Sponsor's discretion. If a potential Grand Prize Winner is unable to be reached within five (5) days of the third contact attempt, or refuses to accept the prize, the potential Grand Prize Winner will be disqualified and an alternate winner will be selected. Each potential prize winner, and/or their parent or legal guardian if such winner is a minor, must sign and return an Affidavit of Eligibility and Liability/Publicity Release ("Prize Documents") within fourteen (14) days of receipt of Prize Documents. Sponsor shall have no liability or responsibility to award any prize where: (a) any required Prize Documents are not fully executed and received by Sponsor at the designated address by the due date specified in Prize Documents; or (b) if any mail addressed to the potential Winner is returned to Sponsor as undeliverable without a forwarding address or if potential Winner cannot be contacted for any reason; or (c) potential Winner is deemed ineligible or otherwise non-compliant with any aspect of these Official Rules. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH INDIVIDUAL'S DISQUALIFICATION AS A WINNER AND ALL PRIVILEGES DUE SUCH INDIVIDUAL WILL BE IMMEDIATELY TERMINATED AND AN ALTERNATE PRIZE WINNER WILL BE SELECTED. Potential winners may be subject to a background check, which must be satisfactory in Sponsor's absolute discretion. In the event the potential winner is ineligible to participate based upon the information contained in the background check, an alternate winner will be selected.

7. CONDUCT. By entering this Contest, each Entrant (and/or their parent or legal guardian) agrees to be bound by these Official Rules and by the decisions of the Sponsor and its judges and agents, which are final and binding in all matters relating to the Contest. Sponsor reserves the right at its sole discretion to disqualify and prohibit any Entrant from participating in the Contest or winning a prize who Sponsor suspects, in the sole discretion, of attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices (including the use of automatic quick entry programs) or intending to annoy, abuse or threaten or harass any of the Sponsors' representatives or otherwise failing to comply with these Rules. NOTE: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER PERSON TO DAMAGE ANY WEB SITE ASSOCIATED WITH THE SPONSOR OR ITS AGENTS OR UNDERMINING THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAW, AND SPONSOR AND ITS AGENTS RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

8. RELEASE OF LIABILITY. The winner, by acceptance of the prize, agrees on behalf of him/herself, his/her heirs, executors, representatives, assigns, administrators and next of kin to indemnify, hold harmless and release the Sponsor, its parent, subsidiary and affiliated businesses and each of their officers, directors, shareholders, employees, advisors, assignees, agents, representatives and any other

person or entity associated with this Contest from any and all liability claims or actions of any kind with respect to or in any way arising from this Contest, participation in any Contest-related activity; and/or delivery/misdelivery, acceptance, possession, use, or misuse of a prize, including, but not limited to, liability for personal injury, bodily injury (including wrongful death or disability), damage to property, and damage or loss of any other kind. Sponsor is not responsible for any incorrect or inaccurate information, whether caused by Web site users or by any of the equipment or programming associated with or used in the Contest or by any technical or human error that might occur in the processing of Contest Entries. Sponsor assumes no responsibility for any error; omission; interruption; deletion; defect; delay in operation or transmission; communications-line failure; or theft, destruction, unauthorized access to, or alteration of Entries. Sponsor is not responsible for any problems or technical malfunction of any telephone network or lines; computer online systems, servers, or providers; computer equipment; software; or failure of e-mail or entry on account of technical problems or traffic congestion on the Internet or at any Web site or combination thereof, including injury or damage to participant's or to any person's computer related to or resulting from participating in this Contest, downloading materials from Sponsor's Web site or emailing entries. Sponsor is not responsible for cheating or fraud by any participant. Any activities intended to disrupt or interfere with the proper play of the Contest or defraud Sponsor in any way will be prosecuted to the fullest extent of the law. Participants who engage in any of the foregoing activities will be disqualified and will forfeit any prizes won. If, for any reason, the Contest is not capable of running as planned, due to, without limitation, infection by computer virus, worm, or bugs; tampering; unauthorized intervention; fraud; technical failures; or any other causes beyond the control of Sponsor that, in the sole opinion of Sponsor, could corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify, or suspend the contest. Sponsor is not responsible for any typographical or other error in the printing of these Official Rules or any materials associated with the administration of the Contest or the announcement of the prize. In all events, the sole maximum liability of Sponsor and its affiliates shall be limited to any of the prize(s) set forth herein.

9. CHOICE OF LAW. Except where prohibited by law, all issues and questions concerning the constitution, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the participant and the Sponsor in connection with this Contest, shall be governed by, and construed in accordance with, the laws of the State of Washington in the U.S., without giving effect to any choice of law or conflict of law rules (whether of the State of Washington, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Washington in the U.S.

10. PRIVACY. Information Entrants provide to Sponsor will be used to communicate with Entrants regarding this Contest and otherwise as set forth in these Official Rules, as well as to contact Entrants at a later date with respect to other products and services and product enhancements which the Sponsor believes may be of interest to them. By submitting an entry on-line to Sponsor, all Entrants acknowledge and agree that the personal information that they have provided will be maintained on a private servers

server hosted by either the CITY OF SEATTLE or one of its participating retailers\* in accordance with their Privacy Policy.

11. PUBLICITY CONSENT. By submitting an entry or accepting a prize, where permitted by law, each winner grants to Sponsor (and agrees to confirm that grant in writing) and those acting pursuant to the authority of Sponsor the irrevocable right without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter developed, including, but not limited to, the World Wide Web, in perpetuity and throughout the universe, his/her 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 trade, advertising, public relations and promotional purposes without any further compensation.

12. WINNER'S IDENTITY & OFFICIAL RULES. Prize winners' name, state of residence and Entry Piece, as well as a version of these Official Rules, suitable for printing, will be posted on the Sponsor's web site and the CITY OF SEATTLE page on Facebook, at Sponsor's discretion.

14. SPONSOR is the CITY OF SEATTLE, SEATTLE DEPARTMENT OF TRANSPORTATION, PO Box 34996 Seattle, WA 98124-4996. Sponsor reserves the right to cancel the Contest at any time and substitute another promotion in its place.