

Save The Bay Scavenger Hunt Contest

Official Rules and Regulations

Dated January 25, 2019

NO PURCHASE IS NECESSARY TO ENTER OR WIN.

- 1. Eligibility:** This Contest is open only to those who are 18 of age or older as of the date of entry. The Contest is only open to legal residents of the United States of America. who reside in the United States of America, and is void where prohibited by law. Employees of Save The Bay, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the "Employees"), and immediate family members and/or those living in the same household of Employees 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, 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 Save The Bay as final and binding as it relates to the content of this Contest.
- 3. Contest Period:** Entries will be accepted online starting on Monday February 4, 2019, 6:00am PST and ending Friday February 8, 2019 11:59pm PST. All online entries must be received by Monday February 11, 2019 11:59pm PST.
- 4. How to Enter:** The Contest must be entered by submitting an email to updates@savesfbay.org OR commenting on the designated Facebook post. How to participate: (i) Find daily clues on our [website](#) or via our [Facebook Page](#). (ii) Answer the poised question correctly for your chance to win. (iii) First person to answer correctly wins, based on time stamp as outlined in line item #7. The entry must fulfill all Contest requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Save The Bay. You may only win once.
- 5. Prizes:** The Winners of the Contest will receive one Save The Bay shirt each, valued \$20.00. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by Save The Bay. No cash or other prize substitution shall be permitted except at Save The Bay's discretion. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for Save The Bay to use Winner's name, likeness, and entry for purposes of advertising and trade 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:** Winner will be selected by time stamp under the supervision of Save The Bay. Winner will be notified email within five (5) days following selection of

Winner. Save The Bay 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 15 Days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, 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.

8. **Rights Granted by You:** By entering this content (e.g., photo, video, text, etc.), You understand and agree that Save The Bay, anyone acting on behalf Save The Bay, and Save The Bay's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Contest, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes. without any further compensation, notice, review, or consent.
9. **Terms & Conditions:** Save The Bay reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest should virus, bug, non-authorized human intervention, fraud, or other cause beyond Save The Bay's control corrupt or affect the administration, security, fairness, or proper conduct of the Contest. In such case, Save The Bay may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Save The Bay. Save The Bay reserves the right, in 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. Save The Bay has the right, in its sole discretion, to maintain the integrity of the Contest, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Contest rules; or the use of bots, macros, scripts, or other technical means for entering. 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. Should such attempt be made, Save The Bay reserves the right to seek damages to the fullest extent permitted by law.
10. **Limitation of Liability:** By entering, You agree to release and hold harmless Save The Bay and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any 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 malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

11. Disputes: THIS Contest IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND CALIFORNIA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Contest, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this 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 shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Contest). Participant further waives all rights to have damages multiplied or increased.
12. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the Save The Bay website. To read the Privacy Policy, (<https://savesfbay.org/privacy-policy>) click here.
13. Winners List: To obtain a copy of the Winner's name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: Save The Bay 1330 Broadway, Oakland, CA 94612. Requests must be received no later than February 15, 2010, 11:59pm PST.
14. The Sponsor of the Contest is Save The Bay 1330 Broadway, Oakland, CA 94612
15. The Contest hosted by Save The Bay is in no way sponsored, endorsed, administered by, or associated with Facebook.