

**Jacksonville Chamber of Commerce**  
**2020 Halloween Costume Photo Contest**  
**Official Rules**

THE JACKSONVILLE CHAMBER OF COMMERCE HALLOWEEN COSTUME PHOTO CONTEST ("CONTEST") IS FOR ENTRANTS AGES 18+ YEARS OF AGE AS OF OCTOBER 1, 2020. NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCE OF WINNING. ENTRY IN THIS CONTEST CONSTITUTES YOUR ACCEPTANCE OF AND AGREEMENT TO ABIDE BY THESE OFFICIAL RULES. THE WINNER MAY BE REQUIRED TO SIGN DOCUMENTATION, SUCH AS A RELEASE, IN SPONSOR'S SOLE DISCRETION, OR PRIZE MAY BE FORFEITED. THE CONTEST IS VOID WHERE PROHIBITED BY LAW. THE CONTEST IS SPONSORED BY JACKSONVILLE CHAMBER OF COMMERCE ("SPONSOR").

**The Prize Grand Prize:** Four (4) Grand Prize winners will receive, subject to verification, a \$25 Jacksonville Chamber of Commerce gift certificate that can be used at businesses in Jacksonville, Oregon. All prize details not specified in these Official Rules will be determined in Sponsor's sole discretion. Prizes cannot be used in conjunction with any other promotion or offer. Prizes may not be transferred or assigned except by Sponsor. Only listed prizes will be awarded and no substitutions will be made. EACH WINNER AGREES THAT THE PRIZE IS PROVIDED AS-IS WITHOUT ANY WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WHETHER NOW KNOWN OR HEREINAFTER ENACTED, RELATIVE TO THE USE OR ENJOYMENT OF THE PRIZE. Restrictions, conditions, and limitations apply. Jacksonville will not replace any prize that is undeliverable or does not reach the winner because of an incorrect or changed address. Each prize, if legitimately claimed, will be awarded. If a winner does not accept or use his or her prize or any portion thereof, the unaccepted or unused part of the prize will be forfeited and the Promotion Entities will have no further obligation with respect to that prize or portion of the prize. No more than the stated prizes will be awarded. Entrants must be over the age of 18 at the time of entry. You may be required to provide proof of eligibility. Employees of the Jacksonville Chamber of Commerce ("Sponsor"), its affiliates, subsidiaries, advertising and promotional agencies, and any entity involved in the development, production, implementation, administration or fulfillment of the Contest (all of the foregoing, together with Jacksonville Chamber of Commerce, collectively referred to as "Promotion Entities"), and the immediate family members and persons living in the same household as such individuals, whether related or not, are eligible to participate or win. If a Promotion Entity is selected as the Grand Prize winner additional winners will be selected until a non-Promotion Entity is chosen. For the purposes of this Contest, "immediate family members" are defined as mother, father, legal guardians, brothers, sisters, sons, daughters, partners or spouses.

**Contest Period Entry Period:** October 10th 12:00 a.m. 2020 Pacific Time to November 5th, 2020 11:59 p.m. Pacific Time Finalist Selection: November 9th, 2020 2:00 p.m. Pacific Time. Winner Announced: November 10th, 2020 9:00 a.m. Pacific Time How to Enter Eligible participants are able to enter by visiting [jacksonvilleoregon/halloweencontest](http://jacksonvilleoregon/halloweencontest) during the "Entry" period and uploading their photo to the "Online Entry Form". By submitting your photo you agree that you or your family are the creator of the image and its related content, the image may be posted publicly online or elsewhere. We will not accept

content that are unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, pornographic, offensive, indecent, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable. For purposes of these "Official Rules," "receipt" of an Online Entry occurs when the Jacksonville Chamber of Commerce servers record the entry photo upon clicking the "Upload Photo" button. In the event of a dispute about the identity of an online entrant, each Online Entry will be declared made by the authorized email account holder of the email address submitted at the time of entry, but only if that person meets all other eligibility criteria and has otherwise complied with these Official Rules. "Authorized email account holder" is defined as the natural person who is assigned to an email address by an internet access provider, online service provider, or other organization (e.g. business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. The potential winner may be required to provide Promotion Entities with proof that he/she is the authorized account holder of the email address associated with the winning entry. If a dispute cannot be resolved to Sponsor's satisfaction, the entry will be deemed ineligible. The Web Site's database clock will be the official timekeeper for this Sweepstakes. LIMIT ONE (1) ENTRY PER PERSON AND EMAIL ADDRESS, REGARDLESS OF MEANS OF ENTRY. Although subsequent attempts to enter may be received, only the first entry received from a particular individual and using a particular email address will count; subsequent attempts to enter will be disqualified. The submission of an entry is solely the responsibility of the entrant. Entries may only be made according to the methods described above. Proof of sending (such as an automated computer receipt confirming delivery of email, "thanks for entering" message) does not constitute proof of actual receipt by the Jacksonville Chamber of Commerce of an entry for purposes of these Official Rules. Automated entries (including but not limited to entries submitted using any bot, script, macro, or contest entry or notification service), copies, forged entries, third party entries, entries by entities, facsimiles and/or mechanical reproductions are not permitted and will be disqualified. Only eligible entries actually received by the Jacksonville Chamber of Commerce during the applicable time frame and no later than the applicable deadline specified above will be included in the contest. Illegible, unintelligible, incomplete, lost, late, misdirected, illegitimate, garbled, or mutilated entries will be disqualified.

**Photo Submission Requirements** All image submissions must: Be intended for a family audience; in the sole discretion of the Sponsor, be suitable for all audiences; not contain images of identifiable children, unless they are your own and if your photo contains images of adults, such adults must have consented to the submission of your photo and be willing to sign a publication release if necessary, as well as contain entirely original material. Submissions must be in English. General Conditions and Limitation of Liability This Contest is governed by the laws of the United States. All federal, state and local laws and regulations apply. By entering, participants: (a) agree to release, indemnify and hold harmless the Jacksonville Chamber of Commerce, and their respective parents, subsidiaries, affiliates, directors, officers, members, managers, employees, and agents from any and all liability for any injuries, loss or damage of any kind to persons, including death, or property resulting in whole or in part, directly or indirectly, from or in connection with acceptance, awarding, possession, misuse or use of any prize, participation in this Contest, (b) grant to the Jacksonville Chamber of Commerce the right to use and publish their proper name, state/province/territory and his or her submitted essay and image (if any) online and in print, or any other media, in connection with the Contest without further compensation, consideration, review or consent. Except where prohibited by law, a winner's acceptance of a prize constitutes permission for the Jacksonville Chamber of Commerce to use such winner's name, city and

state/province or territory, statements, video, voice and/or likeness for any advertising and promotional purposes relating to the Contest without further compensation, consideration, review or consent. Nothing contained in these Official Rules obligates the Promotion Entities to make use of any of the rights granted herein.

**Additional Limitations of Liability** Jacksonville Chamber of Commerce assumes no responsibility for lost, late, misdirected, postage-due, illegible, or mutilated entries, or for theft, destruction or unauthorized access to, or alteration of, entries. The Jacksonville Chamber of Commerce is not responsible for any incorrect or inaccurate information, whether caused by website users, any of the equipment or programming associated with or utilized in the Contest, or any technical or human error which may occur in the processing of submissions in the Contest. Jacksonville Chamber of Commerce assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, email, players or browsers, whether on account of technical problems, traffic congestion on the Internet or at any website, or on account of any combination of the foregoing. The Jacksonville Chamber of Commerce is not responsible for any injury or damage to participants or to any computer related to or resulting from participating or downloading materials in this Contest. If, for any reason, the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Jacksonville Chamber of Commerce which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, the Jacksonville Chamber of Commerce reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest and select winners from among all eligible entries received prior to the cancellation. Sponsor's failure to or decision not to enforce any provision in these Official Rules will not constitute a waiver of that or any other provision. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials and/or these Official Rules (including any alleged discrepancy or inconsistency in these Official Rules), the discrepancy will be resolved in Sponsor's sole discretion. If Sponsor determines at any time in its sole discretion that a winner or potential winner is disqualified, ineligible, or in violation of these Official Rules, Sponsor reserves the right in its sole discretion to select an alternate winner, even if the disqualified potential winner's name may have been shown or announced. The Jacksonville Chamber of Commerce is not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's e-mail account to receive e-mail messages. The Jacksonville Chamber of Commerce is not responsible, and may disqualify entrant, if his or her e-mail address does not work or if it is changed without entrant giving prior written notice to Sponsor. The Jacksonville Chamber of Commerce is not responsible or liable to any entrant or to the winner or any person claiming through such winner for failure to supply the prize or any part thereof, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond the Jacksonville Chamber of Commerce's sole control. Conduct By entering the Contest, entrants agree to comply with and be bound by these Official Rules. These Official Rules will be posted at the

Web Site throughout the Entry Period and a copy can also be obtained by sending a self-addressed, stamped envelope during the Entry Period to: Jacksonville Chamber of Commerce Halloween Costume Contest, PO Box 33, Jacksonville, OR 97530. One (1) request per outer envelope will be fulfilled. Failure to comply with these Official Rules or instructions of Sponsor may result in disqualification from the Contest in Sponsor's sole discretion. Entrants further agree to comply with and be bound by the decisions of Sponsor and its representatives, which will be final and binding in all respects. The Jacksonville Chamber of Commerce reserves the right at its sole discretion to disqualify any individual it finds to be: (a) tampering or attempting to tamper with the entry process or the operation, security, fairness or proper play of the Contest or any Jacksonville Chamber of Commerce Web site; (b) violating the Official Rules; violating the terms of service, conditions of use and/or general rules or guidelines of any Jacksonville Chamber of Commerce property or service; or (c) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DAMAGE ANY ONLINE SERVICE OR WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE JACKSONVILLE CHAMBER OF COMMERCE RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Disputes Except where prohibited, as a condition of participating in this Contest, each entrant agrees that any and all disputes, claims and causes of action arising out of or connected with this Contest, the prize awarded, or the determination of the winners must be resolved individually, without resort to any form of class action. Further, in any such dispute, under no circumstances will an individual be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees.

**Privacy Privacy Statement** By entering this Contest, you agree to The Jacksonville Chamber of Commerce's use, storing, and disclosing the information submitted with each entry for the purpose of administering this Contest in accordance with the Jacksonville Chamber of Commerce's Privacy Policy.

**Evaluation Criteria** The Sponsor will select a finalist from the Entries. The Jacksonville Chamber of Commerce staff will evaluate the submission. The finalists will be selected based on appropriateness to the subject of Halloween 50%, Originality 30%, and Photo Quality 20% adherence to contest rules. One winner will be selected from each category: (1) Best Group (2) Best Entry Age 0-4 (3) Best Entry Age 5-8 (4) Best Entry Ages 9-12. The finalists will be contacted by the Sponsor to schedule an in-person or over-the-phone interview. Odds of winning depend on the number of eligible entries received. Return of any contest notification or other Contest-related communication as undeliverable, its rejection, or the inability of Sponsor to contact a potential finalist after a reasonable attempt has been made may result in disqualification and selection of an alternate finalist in Sponsor's sole discretion. Winner Selection Winners will be selected by the Jacksonville Chamber of Commerce based on a random selection as mentioned in this document. The winners of the submission will be chosen by a random system generated selection. Only one winner per category will be selected.

**Winners List** The name of the Contest winners may be obtained after approximately November 10th, 2020 and no later than January 1st, 2021, by emailing [chamberofcommerce@jacksonvilleoregon.org](mailto:chamberofcommerce@jacksonvilleoregon.org) or mailing to Jacksonville Chamber of Commerce, PO Box 33, Jacksonville, OR 97530. Assignment of Rights Submission By entering this Contest, you irrevocably and exclusively assign all copyright, without limitation of time, place, medium, support or language, in the essay to the Sponsor and waive all legal and moral rights to the essay in favor of the Sponsor. Accordingly, you acknowledge that the Sponsor

will have the unrestricted and exclusive right to use the essay for any purpose, including but not limited to, publishing it in an electronic form on the Jacksonville Chamber of Commerce web site for promotional purposes without further compensation. The Sponsor also has the right to (but is not required to) use your name, image, likeness, age, biographical information in credit along with the essay. You confirm that you are the sole author of the essay and that you own all rights to it and are able to fully assign all rights to the Sponsor as contemplated above. You agree to compensate the Sponsor should any claims arise out of the use of the essay by the Sponsor. The Sponsor will make all attempts to contact selected finalist on the finalist selection date. If the selected winner does not respond to the Sponsor within five (5) business days, the Sponsor reserves the right to select an alternative Finalist. Odds of winning depend on the number of eligible entries received. Return of any contest notification or other Contest-related communication as undeliverable, its rejection, or the inability of Sponsor to contact a potential finalist after a reasonable attempt has been made may result in disqualification and selection of an alternate finalist in Sponsor's sole discretion.