

## 2016 CDBF MONKEY SCAVENGER HUNT OFFICIAL RULES

The Colorado Dragon Boat Festival, a Colorado nonprofit corporation, 3000 Youngfield Street, Suite 350, Wheat Ridge, Colorado 80215 ("CDBF") is sponsoring a drawing to promote the CDBF Monkey Scavenger Hunt. All submissions to the CDBF Monkey Scavenger Hunt will be placed into a drawing and chosen at random to win one of four \$50 VISA gift cards (the CDBF Monkey Scavenger Hunt and drawing are collectively referred to as the "Drawing"). These Official Rules govern the Drawing and are subject to change at the sole discretion of CDBF.



NO PURCHASE OR PAYMENT IS NECESSARY TO COMPETE IN THE DRAWING. SUBMISSION OF A COLLAGE CONSISTING OF SELFIE PHOTOGRAPHS WITH ALL 12 STUFFED MONKEYS LOCATED ON THE GROUNDS OF THE 2016 COLORADO DRAGON BOAT FESTIVAL IS REQUIRED TO ENTER THIS DRAWING. A PARTICIPANT CANNOT PARTICIPATE IN THIS DRAWING WITHOUT AGREEING TO ABIDE BY AND BE SUBJECT TO THESE OFFICIAL RULES. A PARTICIPANT'S SUBMISSION OF A COLLAGE WILL BE DEEMED AN ACCEPTANCE OF THESE OFFICIAL RULES BY THAT PARTICIPANT. A PARTICIPANT MAY ONLY SUBMIT ONE COLLAGE.

### CONSUMER DISCLOSURE

You have not yet won the prizes, which are gift cards. Submission of a collage does not mean you have won the drawing. The deadline for submissions is 5:00 pm, MT, July 31, 2016.

By entering this Drawing, participants accept and agree to be bound by these Official Rules. Any violation of these rules may, at CDBF's sole discretion, result in disqualification. All decisions regarding this Drawing are final and binding in all respects.

1. **DRAWING PERIOD.** The CDBF Monkey Scavenger Hunt and Drawing begins at 10:00 AM MT on July 30, 2016 and ends at 5:00 p.m. MT on July 31, 2016, when all submissions must be received ("Drawing Period").

2. **ELIGIBILITY.** THE DRAWING IS OPEN ONLY TO PEOPLE: (A) WHO ATTEND THE COLORADO DRAGON BOAT FESTIVAL ON JULY 30-31, 2016 AT SLOAN'S LAKE PARK, DENVER (the "Festival"); AND (B) ARE AT LEAST 18 YEARS OLD AS OF THE DATE OF SUBMISSION. This Drawing is not open to officers, directors, Operations Committee members, and employees of CDBF, or any other party associated with the development or administration of this Drawing, and the immediate family (i.e., parents, children, siblings, spouse), and persons residing in the same household, as such individuals. Festival Volunteers are encouraged to enter.

3. **HOW TO ENTER.** Participants will need to have an active account with these "social media platforms":

Facebook, Twitter, and/or Instagram. The Drawing requires participants to take photos of themselves ("selfies") using mobile phone cameras, or cameras with access to Wi-Fi connections to the Internet – posing at the Festival with 12 stuffed monkeys located throughout the Festival. Next, participants must upload their original collage of the 12 stuffed animal monkeys to his/her social media platform. Participants MUST tag their collages with 13 hashtags: #CDBFMONKEY2016, #AARPMONKEY, #LAKEHOUSEMONKEY, #COORSLIGHTMONKEY, #TOYOTAMONKEY, #FOX31MONKEY, #KS1075MONKEY, #DENVERPOSTMONKEY, #XFINITYMONKEY, #CULTURALUNITYMONKEY, #DRAGONLANDMONKEY, #EXPLOREINDIAMONKEY, and #ANIMASIANMONKEY hashtags associated on the monkey (so CDBF can view and judge the selfies). The participant's selfie, the title and caption and any comments submitted in connection with a participant's submission, will be deemed that participant's "Submission." You must be present in every photo comprising the collage. Participants must

be the photographer and have permission from anyone else depicted in the selfie to use the selfie in this Drawing. The selfie must not contain any copyright, trademark or other material that violates the rights of any third party.

Participant represents and warrants that the Submission is the original work of such participant, it has not been copied from others, and it does not violate the rights, including any intellectual property rights, of any other person or entity. Participant further represents and warrants that the Submission adheres to the fundamental spirit of the Drawing and does not contain any defamatory, obscene, racist, discriminatory or otherwise unlawful matter, does not depict anyone engaged in any illegal, immoral, lewd or distasteful act, does not contain any violent or pornographic material, and does not contain any other inappropriate content (as determined by CDBF).

A participant may only enter one collage per social media platform. All participant information, including e-mail addresses, is subject to the respective Privacy Policy of the applicable CDBF, which is stated here:

## PRIVACY POLICY

**GENERAL:** This policy discloses the privacy practices for Dragon 5280, Colorado Dragon Boat Festival and Dragon Film Festival on the collection, use and disclosure of information we receive from you.

**WHAT WE COLLECT:** We may collect the following information: name, job title, mailing address, email address and phone number; demographic information such as nationality, race or ethnicity, postal code, preferences and interests; and other information relevant to event participation, contest participation, customer surveys, donations or contributions.

**WHY:** We collect information to improve our websites, diagnose problems with our server or websites, answer your questions or requests, process your application, send emails to you, track visitors to the website, track participation in any events Dragon 5280 sponsors, and to provide better services to the community and help us decide what events Dragon 5280 may sponsor in the future. Your information may also be used to notify you of Dragon 5280 events or special offers, solicit your participation, raise funds since we are nonprofit organization, or notify contest winners and award prizes.

**CONSENT:** You are consenting to giving us your information by using this internet site, volunteering in any Dragon 5280 activities, completion of any forms, or participation in any contest or surveys. Providing your information is completely voluntary. You may choose whether or not to participate or use this site and therefore disclose this information. You may withdraw your consent at any time by emailing us at: [info@cdbf.org](mailto:info@cdbf.org). We will return or destroy your personal information within five business days of receipt of your withdrawal of consent.

**NO SHARING:** We will never sell your information. We do not share, sell, rent or exchange your information this information to any unaffiliated third party. Dragon 5280 is the sole owner of the information collected.

**SECURITY:** We are committed to ensuring that your information is secure. In order to prevent unauthorized access or disclosure we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect.

**COOKIES:** We use "cookie" messages to automatically help provide better services. They remind us who you are and your preferences for our website based on what you've done and told us before. The "cookie" is placed in your computer and is read when you come back to our website. Cookies let us take you to the information and features you're particularly interested in. They also let us track your usage of our websites, so we know which parts of our sites are most popular. Most web browsers automatically accept cookies, but you can modify your browser setting to decline cookies if you prefer. This may, however, prevent you from taking full advantage of the website.

**EXTERNAL WEBSITES:** Our websites may contain links to external websites to help you visit other websites of interest. If you use these links to leave our site, we do not have any control over external websites. Therefore, we cannot be responsible for the protection and privacy of any information you provide on external websites. Your use of any linked website is solely at your own risk.

**MODIFICATIONS:** We may amend this privacy policy from time to time; please review it periodically. Check our websites regularly to view our most recent privacy policy. Your continued use of our website after an amendment or modification will be deemed to be your agreement to the changed terms.

**YOUR ACCESS AND CONTROL OF INFORMATION:** You can do the following at any time by contacting us via the email address or phone number on our website:

- See what data we have about you, if any under the Data Protection Act 1998. An administrative fee of \$25, payable in advance, may be required.
- Change/correct any data we have about you.
- Have us delete any data we have about you.
- Express any concern you have about our use of your data.
- Opt out of any future contacts from us at any time.

**4. WINNER SELECTION AND NOTIFICATION.** All Submissions will be drawn at random by Thursday, August 20, 2016 (the "Selection Date")

Any winner will be notified through the username and social media account through which the selfie was submitted. If a winner: (i) cannot be contacted; (ii) does not respond within two (2) days from the date CDBF first tries to notify him/her; (iii) fails to return the Affidavit and Release as specified in Rule 9; (iv) refuses the prize; and/or (v) the prize or prize notification is returned as undeliverable, such winner forfeits all rights to win the Drawing or receive the prize, and an alternate winner may be selected. Upon contacting a winner and determining that he/she has met all eligibility requirements of the drawing, including without limitation the execution of required waivers, publicity and liability releases and disclaimers, and, at CDBF's sole discretion, successful completion of a background check, such individual will be declared a "winner" of the Drawing.

**5. PRIZE DESCRIPTION.** There will be four (4) winners. The winners will receive a \$50 VISA gift card. The winners' and other Submissions may, at CDBF's sole discretion, be featured on the CDBF website ([www.cdbf.org](http://www.cdbf.org)), CDBF Facebook fan page and other CDBF social media platform accounts including the CDBF newsletter. Estimated odds of winning are: 1 in 1000.

**6. TAXES.** All federal, state and/or local income and other taxes, if any, are the winner's sole responsibility.

**7. OWNERSHIP AND LICENSE.** All submitted selfies/collages shall become the property of CDBF and will not be

acknowledged or returned. The copyright in any Submission shall remain the property of CDBF, but participation in this Drawing constitutes CDBF's irrevocable and perpetual permission and consent, without further compensation, with or without attribution, to use, reproduce, print, publish, transmit, distribute, sell, adapt, enhance, make derivative works, or display such Submission for any purpose, including but not limited to editorial, advertising, trade, commercial, and publicity purposes by the CDBF and/or others authorized by CDBF, in any and all media now in existence or hereinafter created, throughout the world, for the duration of the copyright in the Submission. CDBF and/or others authorized by CDBF shall have the right to edit, adapt, and modify the Submission.

**8. NO PRIZE TRANSFER OR SUBSTITUTION.** No prize or any portion thereof is transferable or redeemable for cash. Any portion of the prize that is not used is forfeited. No substitutions for prize except by CDBF, in which case a prize of equal or greater value will be substituted.

**9. CONSENT AND RELEASE.** By entering in the Drawing, each participant releases and discharges CDBF and any other party associated with the development or administration of this Drawing, their

parent, subsidiary, and affiliated entities, and each of their respective officers, directors, members, shareholders, employees, independent contractors, agents, representatives, and successors and assigns (collectively, "CDBF Entities"), from any and all liability whatsoever in connection with this Drawing, including without limitation legal claims, costs, injuries, losses or damages, demands or actions of any kind (including without limitation personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light) (collectively, "Claims"). Except where prohibited: (i) participation in and submission into the Drawing constitutes the consent of each participant, without compensation, to use his/her name, likeness, biographical data, contact information and his/her Submission for editorial, advertising, marketing, publicity, and administrative purposes by the CDBF and/or others authorized by the CDBF; (ii) participation in and submission into the Drawing constitutes a release by any

participant of any and all Claims in connection with the administration of this Drawing and the use, misuse, or possession of his/her Submission or any prize; (iii) any winner may be required to sign an affidavit of eligibility (including social security number) and a liability/publicity/copyright release; and (iv) if a prize involves travel or activities, any winner and travel companion (if applicable) may be required to execute releases of CDBF from any and all liability with respect to participation in such travel/activities and/or use of the prize. Affidavits and releases must be returned within two (2) days from the date that CDBF first tries to notify the winner. CDBF may conduct a background check to confirm any winner's eligibility and compliance with these rules. By entering, you agree to cooperate reasonably with any such background check. If the prize includes participation in any public event(s) or publicity, or if CDBF Entities intend to publicize the winner in any way, and if a background check reveals that a winner has engaged in conduct that could damage the reputation or business of any CDBF Entity, as determined by CDBF, in its sole discretion, the winner may be disqualified and the prize may be awarded to an alternate winner. If the selected winner is deemed to be a minor under the jurisdiction of his/her residence, the prize will be forfeited.

**10. DISCLAIMERS.** (i) CDBF is not responsible for any Submissions that are lost, late, misdirected, incorrect, garbled, or incompletely received, for any reason, including by reason of hardware, software, browser, or network failure, malfunction, congestion, or incompatibility at CDBF's servers or elsewhere. In the event of a dispute, Submissions will be deemed submitted by the authorized account holder of the e-mail address submitted at the time of submission. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet Access Provider, online service provider, or other organization (e.g., business, educational institute) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. (ii) CDBF, in its sole discretion, reserves the right to disqualify any person tampering with the submission process or the operation of the web site or otherwise attempting to undermine the legitimate operation of the Drawing. Use of bots or other automated process to enter is prohibited and may result in disqualification at the sole discretion of CDBF. (iii) CDBF further reserves the right to cancel, terminate or modify the Drawing if it is not capable of completion as planned, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, force majeure or technical failures of any sort. (iv) CDBF Entities are not responsible for errors in the administration or fulfillment of this Drawing, including without limitation mechanical, human, printing, distribution or production errors, and may cancel, terminate or modify this Drawing based upon such error at its sole discretion without liability. In no event will CDBF be responsible for awarding more than the number of prizes specified in these rules. (v) In the event this Drawing is cancelled or terminated, pursuant to subparagraph (iii) or (iv), CDBF, in its sole discretion, will choose the winner at random through a drawing (vi) CDBF ENTITIES MAKE NO WARRANTIES, REPRESENTATIONS OR GUARANTEES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, AS REGARDS THIS DRAWING OR THE MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY

PRIZE OR ANY COMPONENT OF ANY PRIZE. (vii) CAUTION: ANY ATTEMPT BY A PARTICIPANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS DRAWING MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, CDBF RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. (viii) The value(s) of the

prize(s) set forth above represent CDBF's good faith determination of the approximate retail value(s) thereof; the actual fair market value(s) as ultimately determined by CDBF are final and binding and cannot be challenged or appealed. In the event the stated approximate retail value(s) of a prize is more than the actual fair market value of that prize, the difference will not be awarded in cash or otherwise. No substitution or compensation will be given for any portion of the prize that is not used.

11. INDEMNIFICATION. You agree to indemnify the Colorado Dragon Boat Festival and hold harmless, its officers, directors, employees, agents, volunteers, or affiliates from any injury, damage, claim, loss or expenses resulting from your participation or submission in this Drawing.

11. **APPLICABLE LAWS AND JURISDICTION.** This Drawing is subject to all applicable federal, state, and local laws and regulations. Issues concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed by the laws of Colorado, without regard to any principles of conflict

of laws. All disputes arising out of or connected with this Drawing will be resolved individually, and without resort to class action, exclusively by a state or federal court located in Denver, Colorado. To the extent permitted by applicable law, all judgments or awards shall be limited to actual out-of-pocket damages (excluding attorneys' fees) associated with participation in this Drawing and shall not include any indirect, punitive, incidental and/or consequential damages.

12. SPONSORSHIP. This Drawing is sponsored by the Colorado Dragon Boat Festival, 3000 Youngfield St. Suite 350, Wheat Ridge, CO 80215.