Fair Oaks Village Treasure Hunt Contest Rules

- 1. Eligibility: The Fair Oaks Village Treasure Hunt Contest is open to legal residents of California who sign up at the FOVEC Booth during the Fall in the Village event. Entrants must be 18 years of age or older as of their date of entry in this promotion in order to qualify. This contest is subject to federal, state, and local laws and regulations and void where prohibited by law. The Fair Oaks Village Enhancement Committee, affiliates, suppliers, partners, advertising and promotion agencies, and directors (collectively the "Board"), are ineligible to participate in the Contest.
- 2. Sponsorship. The sponsor is FOVEC ("Sponsor")]. The sponsor will conduct the Contest substantially as described in these Official Rules.
- 3. Agreement to Rules: By entering this Contest, the Entrant ("You") agrees to abide by the Sponsor's Official Rules and decisions, which are fully and unconditionally binding in all respects. The Sponsor reserve the right to refuse, withdraw, or disqualify any entry at any time at the Sponsor's sole discretion. By entering this Contest, the You represents and warrants that You are eligible to participate based on eligibility requirements explained in the Official Rules. You also agree to accept the decisions of the Sponsor as final and binding as it relates to the content of this Contest.
- 4. The Fair Oaks Village Treasure Hunt Contest Entry Period: This promotion begins on October 6, 2021, at 4:00 PM and ends on October 6, 2021, at 7:30 PM. To be eligible for the Contest, entries must be received within the specified Entry Period.
- 5. How to Enter: Eligible entrants can enter The Contest by picking up a Fair Oaks Village Treasure Hunt Card, completing your full name and valid email address or phone number on the card, collecting as many stickers from participating merchants as possible, and returning the card to the FOVEC Booth in Plaza park before 7:30 PM on 10/6/21.

As a participant, your entry must fully meet all Contest requirements, as specified in the Official Rules, in order to be eligible to win a prize. Incomplete entries or those that do not adhere to the Official Rules or specifications will be disqualified at the Sponsor's sole discretion.

6. Prizes: The Winners of the Contest will receive Fair Oaks Village Community Gift Cards which can be used at most Village merchants like a debit card. First Prize will win a \$100 Gift Card; 2nd Prize will win a \$50 Gift Card, and 3rd Prize will win a \$25 Gift Card.

The actual/appraised prize value may differ at the time the prize is awarded. The prize(s) shall be determined solely by the Sponsor. There shall be no cash or other prize substitution permitted except at the Sponsor's discretion. The prize is non-transferable. The Winner, upon

acceptance of the prize, is solely responsible for all expenses related to the prize, including without limitation any and all local, state, and federal taxes.

- 7. Odds: The total number of eligible entries received determines the odds of winning.
- 8. Selection and Notification of Winner: The Winners will be determined by the number of valid stickers collected. In the event of a tie, a drawing will be held to determine the prize winners by the Sponsor.

The Sponsor will notify the Winners by email or phone within ten days following the Winner selection. The Sponsor is not responsible for nor shall have no liability for Winner's failure to receive notices due to email security settings that may cause notifications to be marked as spam or junk email. Nor shall be Sponsor be liable for the Winner's provision of incorrect or otherwise non-functioning contact information. If the Winner 1) fails to claim the prize within 10 days from the time the award notification was sent, 2) is found ineligible, the prize may be forfeited and an alternate Winner may be selected.

- 9. Rights Granted by You: By submitting an entry into this Contest, You understand and agree that the Sponsor, any individual acting on the Sponsor's behalf shall where permitted by law, have the right to print, publish, broadcast, distribute and use in any media known now or hereafter developed, in perpetuity, worldwide, and without limitation, your submission, name, photo, portrait, voice, likeness, image, statements about the Contest, and your biographical information for news, publicity, advertising, promotional purposes, trade, information, and public relations without any further notice, review, consent, compensation, or remuneration.
- 10. Terms & Conditions: In its sole discretion, the Sponsor reserves the right to modify, suspend, cancel, or terminate the Contest should non-authorized human intervention, a bug or virus, fraud, or other causes beyond the Sponsor's control, impact, or corrupt the security, fairness, proper conduct, or administration of the Contest. The Sponsor, in the event of any of the above issues, may determine the Winner based on all eligible entries received prior to and/or after (if appropriate) the action taken by the Sponsor. Individuals who tamper with or attempt to tamper with the operation or entry process of the Contest or violates these Terms & Conditions will be disqualified by the Sponsor in its sole discretion. In its sole discretion, the Sponsor has the right to maintain the integrity of the Contest, to void votes for any reason, including, but not limited to: multiple entries from the same user.
- 11. Limitation of Liability: Your entry into this [Sweepstakes or Contest] constitutes Your agreement to release and hold harmless the Sponsor against and from any and all claims, liability, illness, injury, death, litigation, loss, or damages that may occur, directly or indirectly from participation in the Contest and/or the 1) Winner accepting, possessing, using, or misusing of any awarded prize or any portion thereof; 2) any type of technical failure; 3) the unavailability or inaccessibility of any transmissions, phone, or Internet service; 4) unauthorized intervention in any part of the entry process or the Promotion; 5) electronic error or human error in the Promotion administration or the processing of entries.

- 12. Disputes: THIS CONTEST IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND CALIFORNIA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. The Entrant agrees, as a condition of participating in this promotion, that if any disputes cannot be resolved between the Entrant and the Sponsor, and if causes of action arise out of or are connected with this Contest, they shall be individually resolved exclusively before a court located in California having jurisdiction, without resorting to any form of class action. Under no circumstances in any such dispute shall the 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). The participant waives all rights to have damages multiplied or increased.
- 13. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the FOVEC website. Click here [link to privacy policy] to read the Privacy Policy.
- 14. Winners List: You may obtain a copy of the Winner's name(s) or a copy of these Official Rules, by <u>visiting our website</u>.