



## Halloween Costume Contest: Official Rules

The Rancho Cordova Halloween Costume Contest Sweepstakes (the “Sweepstakes”)

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

### PURPOSE

This Sweepstakes is offered to individuals to encourage participation in engaging with the city on social media. Entry in the Sweepstakes does not constitute entry into any other promotion, contest, or sweepstakes. By participating in the Sweepstakes, each entrant accepts and agrees to comply with and abide by these Official Rules and the decisions of The City of Rancho Cordova (“Sponsor”), 2729 Prospect Park Drive, Rancho Cordova, CA 95670, which shall be final and binding in all respects. The Sweepstakes is not sponsored, endorsed or administered by X, Nextdoor, Instagram, Facebook, Inc., or LinkedIn.

### ELIGIBILITY

The Sweepstakes is open exclusively to individuals located within the City of Rancho Cordova that are 18 years of age or older at the time of Sweepstakes entry (“Eligible Individuals”). Void where prohibited, taxed, or restricted by law. Limit of one entry per eligible entrant applies, regardless of entry method. Employees of the City of Rancho Cordova and the immediate family members and/or those residing in the same household of each are ineligible to enter the Sweepstakes or win a prize. Sponsor reserves the right to disqualify any participant if Sponsor determines that the Eligible Individual’s participation in the promotion or receipt of a reward or prize would violate federal, state, or local law or City policies.

### SWEEPSTAKES DETAILS

The Sweepstakes will commence on October 31, 2024, pacific time (“PT”). The Sweepstakes will end on November 4, 2024, at 12 p.m. PT (the “Promotion Period”).

How to Enter. Eligible Individuals must complete the following steps during the Promotion Period:

1. Follow the city on social media either on Facebook, X, Instagram, Nextdoor, or LinkedIn.
2. Share their costume photos with us on social media.
3. Three Eligible Individuals will be randomly selected from the list of all Eligible Individuals after November 4, 2024, at 12 p.m. PT. Each winner will receive a special prize pack and a \$50 gift card to a local business.

Entries that are late, lost, stolen, tampered with, illegible, incomplete, mechanically reproduced, inaccurate, inappropriate, forged or otherwise not in compliance with these

Terms and Conditions will be disqualified. Individuals may enter once throughout the Promotion Period. Tampering with the entry process or the operation of the Sweepstakes, including but not limited to the use of any device to automate the entry process, is prohibited and any entries deemed by Sponsor, in its sole discretion, to have been submitted in this manner will be void. In the event a dispute regarding the identity of the individual who submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. The Sponsor shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Sweepstakes by any technical or human error, which may occur in the processing of the entries in the Sweepstakes. The Sponsor assumes no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries.

## **DRAWINGS**

Winners will be selected before or after the Promotion Period has ended on November 4, 2024 through random drawings from among all eligible entries received. The drawing will be conducted by Sponsor or its designee using randomization methods selected by Sponsor in its sole discretion.

## **WINNER NOTIFICATION**

The winner(s) will be contacted via social media. Winners will be posted to Sponsor's Facebook, Instagram, Nextdoor and Twitter page. If, despite reasonable efforts, a potential winner does not respond, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected. If any potential winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential winner will be disqualified, and an alternate winner may be selected. If there is still no confirmed winners of such applicable prize after attempts have been made, if any, such prize may go unawarded. Potential winners must continue to comply with all terms and conditions of these Official Rules, and understand that the results and decisions of Sponsor are final in all respects. Winning is contingent upon fulfilling all requirements. In the event that the potential winner is disqualified for any reason, Sponsor may award the prize to an alternate winner selected in a random drawing from the remaining eligible entries. Alternate winners are subject to all requirements set forth in these Official Rules. Sponsor reserves the right to make only one attempt to award a prize to an alternate winner, and if prize remains unclaimed or an eligible alternate is not secured, prize may not be awarded.

## **PRIZES**

Eligible participants that enter the Sweepstakes are entering to win a prize pack including a \$50 gift card to a local business.



All details and other restrictions of the prize not specified in these Official Rules will be determined by Sponsor in its sole discretion. No cash alternative or substitution of the prize will be allowed, except Sponsor reserves the right in its sole discretion to substitute prize of comparable value if any prize listed is unavailable, in whole or in part, for any reason. Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. For any legally required winner's list, please send a self-addressed stamped envelope by DATE AFTER CONTEST CLOSES to CONTEST NAME ATTN: Communications Department, City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, CA 95670.

#### **SWEEPSTAKES GENERAL LIABILITY RELEASE/FORCE MAJEURE**

Acceptance of a prize constitutes winner's permission for the Sponsor to use Eligible Individual's name, image, trademark, contact information, statements and address (city and state only) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation. Eligible Individual agrees that Sponsor and Instagram (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Sweepstakes or any Sweepstakes-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Sponsor, Facebook nor Instagram assume responsibility for any damage to an entrant's, or any other person's, computer system which is occasioned by accessing the Website or otherwise participating in the Sweepstakes, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor, Facebook, Twitter, Nextdoor and Instagram are not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due submissions or prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Sweepstakes or the Website, to be acting in violation of these

Official Rules, or to be acting in an unsportsman-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. If a dispute as to the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. Sponsor reserves the right to modify, extend, suspend, or terminate the Sweepstakes if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein. In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding prizes or continuing with the Sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, or terminate the Sweepstakes. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select the winner in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of prizes described in these Official Rules will be awarded. If for any reason, more bona fide winners come forward seeking to claim prizes in excess of the number of each type of prize set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of prizes available in the prize category in question may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s). Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

## PRIVACY POLICY



Sponsor/City will not release to any third party unaffiliated with the contest any private contact information submitted with an entry, such as street address or phone number.

#### **CONTACT**

Inquiries related to entering the Sweepstakes should be directed to Danielle Hale at [dhale@cityofranhocordova.org](mailto:dhale@cityofranhocordova.org).