

# HASHTAG CONTEST RULES

January 27, 2016

## CONTEST RULES

### Hashtag (the “Contest”)

#### 1. Entry Period & Contest Sponsors.

(a) The Contest is brought to you by the Marianas Visitors Authority

(b) The Contest entry period is as follows: (

- February 11 – 29, 2016
- March 1 – 31, 2016
- April 1 – 30, 2016
- May 1 – 31, 2016
- June 1 – 30, 2016
- July 1 – 31, 2016
- August 1 – 31, 2016
- September 1 – 30, 2016
- October 1 – 31, 2016
- November 1 – 30, 2016
- December 1 – 31, 2016

#### 2. How to Enter.

(a) No purchase necessary.

(b) To enter the Contest, access Instagram and post up a photo using the hashtag #MVA40. Each month the theme changes.

- February – MVA flashback. Post a picture of you at an MVA event from 1976 – 2015. Bonus points (5 likes) for a picture at the first annual Tinian Hot Pepper Festival.
- March – Post a picture of the Tagaman or XTERRA Saipan Championship
- April – Post a picture of the Saipan Marathon
- May – Post a picture of the Taste of the Marianas
- June – Post a picture at a popular tourist site
- July – Post a picture with a tourist
- August – Post a picture with Saipan-da
- September – Post a picture of the International Festival of Cultures
- October – Post a picture of local culture
- November – Post a picture of community

- December – Post a picture of the Christmas in the Marianas

Each photo must have the hashtag #MVA40

(c) There is no entry limit for this Contest; however, only one (1) Instagram account per person may be used to enter this Contest.

(d) By entering the Contest, you understand and agree that any photo you submit may be refused as entry to this Contest in the absolute discretion of the Contest Sponsors should the hashtag reasonably be considered to be, inappropriate, unsuitable or offensive, as determined by the Contest Sponsors in their absolute discretion.

(e) By entering this Contest, you give the Contest Sponsors, their respective parent and affiliated companies and their representatives, the right and irrevocable license to use, reproduce, disseminate, publish, distribute, represent publically, edit and modify the pictures submitted in this Contest around the world and in perpetuity, with no remuneration whatsoever and, where appropriate, for all purposes related to Contest Sponsors' activities, including but not limited to dissemination through various media, namely the Instagram Account of the Marianas Visitors Authority. You agree that your first and last names may be used in association with the submitted hashtags.

(f) Any attempt or suspected attempt to enter this Contest in a fashion not authorized by these rules shall be deemed to be tampering and will void all of your entries. Entries that contain false information and/or are late, lost, stolen, falsified, illegible, damaged, misdirected, mutilated, garbled or incomplete, altered or otherwise irregular entries that have been submitted using robotic, automated, programmed, or through illicit means, or that do not conform with or satisfy any or all of these Contest rules, as determined in the Contest Sponsors' absolute discretion, will be judged null and void and disqualified. Only entries received on Instagram will be considered. Proof of entry transmission shall not constitute proof of receipt. The Marianas Visitors Authority reserves the right to refuse any entry in its absolute discretion. The sole determinant of time for valid online entry in this Contest will be the Contest website's server machine(s).

(g) Odds of winning depend on the number of "likes" received on each entry.

(h) Bonus points are an additional 5 likes

(h) If entry to this Contest is by means of a third party service or site (a "**Third Party Service**"), such as a social media or social networking site, entrants must: (i) have a valid account with the applicable Third Party Service and may be required to have a public (i.e. non-private) account in order to participate; and (ii) comply with the applicable Third Party Service's terms and policies. This Contest is not sponsored, endorsed or administered by any Third Party Service. In particular, all entrants acknowledge that this Contest is in no way sponsored, endorsed or administered by, or associated with, Instagram and that any questions, comments or complaints regarding the Contest

should be directed to the Contest Sponsors and not to Instagram. By participating in this Contest, you completely release Instagram of all liability in relation to any injury, damage or loss that may occur, directly or indirectly, in whole or in part, from your participation.

### **3. Eligibility.**

- (a) The Contest is open to residents of CNMI who are 13 years or older.
- (b) Employees, officers, directors, agents, and representatives of the Contest Sponsors, their parent and affiliated companies, the Contest prize suppliers, the Contest judges (if applicable), and any and all other companies associated with the Contest, as well as those with whom the foregoing individuals reside, are not eligible to enter this Contest.
- (c) The Contest Sponsors shall have the right at any time to require proof of identity and/or eligibility to enter the Contest. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Contest Sponsors reserve the right, in their sole discretion, to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

### **4. Prize DESCRIPTION.**

- (a) Entrants are eligible to win gift certificates and/or prizes valued at \$25.00.
- (b) No financial compensation will be made or required if actual prize value is lower than the total value quoted in these rules. Prize must be accepted as awarded, without substitution, transfer, exchange or assignment, unless otherwise determined in the absolute discretion of the Contest Sponsors and/or prize suppliers. Any unused portion of a prize, once awarded, will be deemed forfeited by the applicable winner, and no financial compensation will be made or required in respect of such unused portion. The Contest Sponsors and/or the prize suppliers reserve the right, in their absolute discretion, to substitute a prize or a component of a prize with a prize or a component of a prize (as applicable) of equal or greater value, including, without limitation, a monetary award, if the prize or prize component cannot be awarded by the Contest Sponsors and/or the prize supplier(s) for any reason. Prize may not be exactly as advertised. Prize will not be replaced if lost, destroyed or stolen.
- (c) Except as expressly warranted here in, any Contest prize is provided "as is" without further warranty of any kind.

### **5. SELECTION OF WINNERS**

#### **5.1. JUDGING OF PICTURES (one prize per month)**

One prize will be awarded each month to one participant for a picture with the required hashtag (#MVA40) that receives the most “likes” on Instagram.

Once a winner has been confirmed in accordance with the terms of these Contest rules, prize distribution will promptly be coordinated.

#### **6. Release of liability / Consent to Publicity.**

By entering the Contest, each entrant accepts and agrees to (i) be legally bound by these Contest rules, including all eligibility requirements, (ii) be bound by the decisions of the Contest Sponsors and their representatives or the independent judging organization, if any, which are final, binding and conclusive (without appeal) on all matters relative to the Contest; and (iii) remise, release and forever discharge the Contest Sponsors, their respective parent and affiliated companies, subsidiaries, licensees, distributors, divisions, dealers, retailers, printers and advertising and promotional agencies, any and all other companies associated with the Contest (including prize suppliers and suppliers of materials or services related to the Contest), and all of their respective employees, directors, officers, shareholders, agents, representatives, successors and assigns (collectively, the “**Releasees**”) from any and all actions, causes of actions, suits, debts, dues, accounts, claims, damages or liability for any loss, harm, damages, costs or expenses arising out of, or in any way related to, his/her participation in the Contest and/or the awarding, receipt, possession, use and/or misuse of any Contest prize (or any portion thereof), or any travel or activity that is related to the receipt or use of any Contest prize, including, without limitation costs or losses related to personal injuries, death, damage to, loss or destruction of property, and rights of publicity, personality, privacy and/or intellectual property.

By accepting a Contest prize, each winner authorizes each of the Contest Sponsors and their respective designees to use in any related publicity the winner’s name, city and province/territory of residence, photograph, image, likeness, voice, and any statements he/she may make regarding such Contest prize for advertising and promotional purposes worldwide in perpetuity, in any form of media including the Internet, without limitation and without additional compensation or consideration, permission or notification, unless prohibited by law.

#### **7. Limitation of Liability.**

The Contest Sponsor is not responsible for (i) stolen, late, incomplete, illegible, inaccurate, misdirected, lost, misrouted, scrambled, damaged, delayed, undelivered, mutilated, postage-due or garbled entries, transmissions, email or mail; (ii) lost, interrupted or unavailable network, cable, satellite, server, Internet Service Provider, website, or other connections, including those through and/or by any website; (iii) jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (iv) failures or malfunctions of phones, phone lines or telephone systems, any error, omission, interruption, defect or delay in transmission, processing, or communication; (v) non-delivered, misdirected, blocked, or delayed email notifications;

(vi)printing, typographical or other errors appearing within these Contest rules, in any Contest-related advertisements or other materials; or (vi) any other errors, problems or difficulties of any kind, whether human, mechanical, electronic, network, computer, telephone, mail, typographical, printing or otherwise relating to or in connection with this Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of entries, the announcement of the prize or in any Contest-related materials, or the cancellation or postponement of any event. The Contest Sponsor is also not responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. The Contest Sponsor is not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participation in this Contest or downloading materials from or use of any website.

## **8. Privacy.**

By entering this Contest, each entrant consents to the collection, use, and disclosure of his/her personal information for the purposes and in the manner described herein.

Online entrants maybe given the option to receive commercial emails and/or other communications from the Contest Sponsors or other parties; however, eligibility to participate in the Contest is not dependent upon an entrant's consent to receive any such emails and communications, and consenting to receiving such emails and communications will not impact an entrant's chances of winning. The Marianas Visitors Authority will not send informational or marketing communications to entrants, unless entrants expressly consent to receive such communications through an opt-in mechanism. In connection with prize fulfillment, Fido may be required to provide your personal information to another party, including, but not limited to, any other Contest Sponsor. By entering the Contest, you consent to such disclosure of your personal information in connection with the foregoing, and you understand and agree that, should your personal information be provided to another party, your information will be subject to that party's privacy policy and information handling standards and practices.

You further acknowledge and agree that, where you enter a Contest by means of a Third Party Service, any personal information that you share with, or by means of, such Third Party Service may also be used by the applicable Third Party Service in accordance with its own privacy policy.

## **9. General.**

(a) **Laws and Rules.** This Contest will be run in accordance with these Contest rules, which shall be subject to amendment by the Marianas Visitors Authority without notice or liability to you. Entrants must comply with these Contest rules and will be deemed to have received and understood these rules by participating in this Contest. The terms of this Contest, as set out in these rules, are not subject to amendment or counter-offer, except as set out herein. This Contest is subject to all applicable federal, provincial and municipal laws and regulations. These rules are governed exclusively by the laws of the province or territory in which you reside, and you submit to

the exclusive jurisdiction of the courts of such province or territory. Rights and remedies may vary by province or territory.

(b) **Cancel and Amend.** The Marianas Visitors Authority reserves the right to cancel, modify, or suspend this Contest or to amend the Contest rules at any time and in any way, without prior notice, for any reason whatsoever. Without limiting the foregoing, if for any reason the Contest is not capable of running as originally planned, for example as a result of tampering or infection by computer virus, bug, corruption, security breach, or other cause beyond the reasonable control of the Contest Sponsors, the Marianas Visitors Authority reserves the right to cancel or suspend the Contest and/or conduct a random draw from all previously received eligible entries.

(c) **Conduct.** The Contest Sponsors reserve the right, in their absolute discretion, to disqualify without notice any entrant that they find to be: violating the Contest rules; tampering or attempting to tamper with the entry process or the operation of the Contest or any Contest website; acting in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; or attempting to undermine the legitimate operation of the Contest. Any attempt by an entrant or any other individual to undermine the legitimate operation of this Contest may be a violation of criminal and/or civil laws. Should any such attempt be made, the Contest Sponsors reserve the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution, and the Marianas Visitors Authority reserves the right to ban or disqualify an entrant from this Contest and any future contests.

(d) **Identity of Online Entrant.** If a dispute arises regarding the identity of any online entrant, the applicable entry will be deemed to have been submitted by the authorized account holder of the account provided at the time of entry. An entrant may be required to provide proof that he or she is the authorized account holder of the account associated with a particular entry. The individual assigned by an Internet access provider, online service provider, or other organization responsible for assigning the applicable type of account is considered the authorized account holder. Whether or not an individual constitutes the authorized account holder in question will be determined by the Marianas Visitors Authority in its sole discretion; and, if the name of the authorized account holder does not accord with the full name provided at the time of entry, the applicable entry may be disqualified at the Marianas Visitors Authority's sole and absolute discretion.