

# BRIGHTER DAYS 2020 SWEEPSTAKES AND CONTEST

## OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES AND CONTEST (COLLECTIVELY, THE “CONTEST”). THIS CONTEST IS OPEN ONLY TO RESIDENTS OF SONOMA COUNTY WHO ARE BETWEEN THE AGES OF 4 and 19 YEARS OF AGE AND ARE ATTENDING A SONOMA COUNTY SCHOOL, HOME SCHOOL OR ALTERNATIVE SCHOOL IN THE GRADES OF TK -2; 3-5; 6-8; AND 9-12 AT THE TIME OF ENTRY. U.S. AND CALIFORNIA LAW GOVERNS THIS SWEEPSTAKES AND CONTEST. VOID WHERE PROHIBITED.

**1. GOAL OF CONTEST:** In light of the challenging times we’re experiencing, the Press Democrat (“Sponsor”) wants to engage students from kindergarten through high school to create artwork around the theme “BRIGHTER DAYS 2020.” Along with several partnering organizations and supportive local businesses, Sponsor is sponsoring the BRIGHTER DAYS 2020 art contest for Sonoma-youth of school age invited to submit images of paintings, drawings or computer-aided graphic creations to the Press Democrat for entry into the Contest. Each entry received in accordance with these rules will be published in a digital gallery located on the [pressdemocrat.com](http://pressdemocrat.com) website.

**2. ELIGIBILITY:** The BRIGHTER DAYS 2020 Sweepstakes and Contest (collectively, the “Contest”) is open only to persons who as of the date of entry are a resident of Sonoma County between the ages of 5-19 years of age who attend a Sonoma County school or home or other alternative school environment in the four following grade categories or equivalents: (1) TK-2; (2) 3-5; (3) 6-8; and (4) 9-12. Persons who as of the date of entry are an employee of the Sponsor or any of Sponsor’s Affiliates, and members of the immediate family or household (whether or not related) of any such employee, are not eligible. Eligibility determinations will be made by the Sponsor in its discretion and will be final and binding. U.S. and California laws govern this Contest and it is void where prohibited by law.

**3. USE OF THE ENTRIES:** Each eligible entry submitted will be placed in the Digital Gallery to be published on the Press Democrat’s website ([www.pressdemocrat.com](http://www.pressdemocrat.com)) within three working days after each entry is uploaded to our site. Eligible entries dropped off at one of the library options will publish on the site within 5 days of drop off. We will display all eligible entries on our site gallery. On October 11, 2020 we will publish the 20 winners in a commemorative BRIGHTER DAYS publication in the Press Democrat, and later in the week it will appear also in the Petaluma Argus Courier and Sonoma Index Tribune. The winners will be displayed along Fourth Street in merchant(s) window(s) in Santa Rosa, and

additional entries may be available for viewing in various places throughout the county.

4. **HOW TO ENTER:** The entry period for the Contest begins at 12:00 a.m. Pacific Standard Time (PST) on September 9, 2020 and continues through 5:00 p.m. PST on September 25, 2020 (the “Entry Period”). Any entrant who is under 18 years of age (a “Minor”) must obtain permission to enter from his or her parent or legal guardian, and the agreement of the parent or legal guardian to these Official Rules, prior to entry. Entrants may enter the Contest through Sponsor’s website, as described below, or by dropping off your entry at one of four public library locations in Sonoma County where official entry forms will be available. These Library locations are in Roseland (779 Sebastopol Road), Healdsburg (139 Piper Street, Healdsburg), Sonoma Valley( 755 West Napa Street) and Petaluma (100 Fairgrounds Drive). The method by which an entrant enters will not affect his or her odds of winning. A copy of the parent or legal guardian’s agreement is also found at <https://www.pressdemocrat.com/brighterdays/> and is required for all entries submitted by a Minor.

5. **SUBMISSION GUIDELINES:**

A. Each entry submission that is submitted for purposes of the Contest entry is referred to in these Official Rules as a “Submission.” Posting a Submission during the Entry Period constitutes acknowledgement of and consent to these Official Rules. Each Submission must comply with all of the submission guidelines set forth in these Official Rules. Each Submission may be submitted only once. If a particular Submission is submitted more than once, Sponsor will have the right to disqualify all entrants who submit duplicative Submissions. All Submission and Voting entries must be completed and received by Sponsor prior to the conclusion of the Entry Period. Proof of submission does not constitute proof of entry. Sponsor will have the right, in its discretion, to require proof of identity and/or eligibility in a form acceptable to Sponsor (including, without limitation, government-issued photo identification). Failure to provide such proof to the satisfaction of Sponsor in a timely manner may result in disqualification.

B. Each Submission must be created on an 8 1/2 by 11 printed format and comply with the following guidelines: (a) the Submission must be original and have been created solely by the entrant residing in Sonoma County, California; (b) the entrant must own the copyright in the Submission; (c) the Submission must not previously have been submitted in connection with any sweepstakes or contest, published for commercial purposes or won any award; (d) the Submission must be truthful and accurate; (e) if the Submission identifies, depicts, contains or otherwise uses any Personality Rights (as defined below) of any person (except for the entrant and if entrant is a Minor, his or her parent or legal guardian, or any author or subject of a book promoted in this Contest, or any person identified in Sponsor’s social media communications relating to this Contest), the entrant must have prior to

submitting the Submission obtained written consent from such person (or his or her parent or legal guardian, if the person is a Minor) to the use of such person's Personality Rights, as applicable, in the Submission and the use by the Licensees of the Submission including such person's Personality Rights, as applicable, as permitted pursuant to these Official Rules; (f) the Submission must not contain any email address, mailing address, phone number, social security number, or, except as permitted in clause (e) directly above, other personally identifying information of any person; (g) the Submission must not include any brand name, trademark or logo of any entity (other than brand names, trademarks or logos associated with Sponsor or referenced in Sponsor's social media communications relating to this Contest); (h) the Submission must not contain any material that violates or infringes upon the rights of any third party, including without limitation any copyright, trademark or right of privacy or publicity, or that is unlawful, in violation of or contrary to any applicable law or regulation, or the use of which by the Licensees as permitted pursuant to these Official Rules would require a license or permission from (other than pursuant to clause (e) above) or payment to any third party; (i) the Submission must not exhibit the entrant engaging in or otherwise promoting any illegal, sexually explicit, violent or dangerous behavior; (j) the Submission must not contain any material that is disparaging, defamatory, discriminatory, bigoted, threatening, indecent, violent, obscene or offensive; and (k) the Submission must not contain any material that Sponsor, in its sole discretion, deems inappropriate for public viewing, display and/or promoting Sponsor's or its affiliates content, authors and imprints. "Personality Rights" means the name, likeness, image, voice and biographical information of or any statement attributed to any person. By submitting a Submission, the entrant and if entrant is a Minor, his or her parent or legal guardian, each represents and warrants that the entrant has complied with all of the foregoing requirements and has obtained all permissions, licenses and consents that are necessary for the submitting of the Submission and to the use by the Licensees of the Submission as permitted pursuant to these Official Rules and to verify compliance with the foregoing requirements. Each entrant agrees to provide to Sponsor at Sponsor's request copies of all such permissions, licenses and consents and, if requested by Sponsor, to obtain additional permissions, licenses and consents from the applicable parties in a form specified by Sponsor. Sponsor reserves the right in its sole discretion to disqualify any Submission that Sponsor determines does not comply with these guidelines, to require the entrant to remove the Submission from the applicable social media platform, or to require the entrant to make such changes to any Submission as are necessary to make it compliant. Sponsor will also have the right to take such actions relating to its social media accounts as are permitted pursuant to the applicable social media platform's policies.

## **6. PRIZES; WINNER SELECTION PROCESS:**

A. The Sponsor will pick five winners from eligible entries from each of the following four grade groupings — (1) TK – 2; (2) 3-5; (3) 6-8; and (4) 9-12. All entrants, including the winning entrants will see their art published by the Press

Democrat online in a Digital Gallery and all 20 WINNING entrant's will also see their art published in one edition of the following print publications: the Press Democrat, the Petaluma Argus Courier, and the Sonoma Index Tribune.

B. Each of the 20 winning entrants who submit an eligible Submission during the Entry Period will receive a \$75 gift card from Mary's Pizza Shack. All rules of the gift card usage must be followed, as presented by Mary's Pizza Shack upon receipt and it is not transferable for cash.

C. Each eligible Submission received during the Entry Period will be reviewed by one or more judges designated by Sponsor ("Judges") to determine which Submission best captures the theme and spirit of the Contest, BRIGHTER DAYS in Sonoma, based on adherence to the theme, clarity and quality of the Submission, originality, creativity, audience appeal, and composition, color, lighting and other features. The Judges will score each Submission. Five (5) winners in each of the four (4) categories—TK-2; 3-5; 6-8; and 9-12-- will be chosen. Sponsor may in its discretion publish one or more of the Submissions prior to announcement of the winners. Publication by Sponsor of an Entrant's Submission does not mean that the Entrant is or is likely to be a winner and will not confer on the Entrant any advantage with respect to the winner selection process. The Sponsor reminds entrants that many will enter but only a few will win. All final judging criteria and decisions shall be in the sole discretion of Sponsor and Judges.

7. **PRIZE CONDITIONS AND RESTRICTIONS:** The odds of winning depend on the number and quality of Submissions from Entrants. Many will enter but only a few will win. Submission of an entry is not a guaranty of winning. All potential winners are subject to verification. Prize certificates and awards must be redeemed by date on certificate or will be forfeited. Additional restrictions may apply. Submitting an entry does not guarantee selection as a winning entry. There is no cash redemption of prizes. Certificates once issued to winners become the property of the winners and will not be replaced. Certificates may not be resold, offered for resale, refunded or exchanged for cash value or substitute certificates except in the discretion of Sponsor, which has the right to substitute the prize or any component of the prize with a prize or prize component of equal or greater value selected by Sponsor in its discretion. The winner and guest(s) will be bound by and must comply with all applicable venue regulations (as applicable) in connection with visiting the prize venues. All prize details not expressly specified in these Official Rules are the responsibility of the winner. All expenses or costs associated with the acceptance or use of the prize or any component of the prize not specifically listed in these Official Rules are the sole responsibility of the winner. The prize is awarded "as is" and without any warranty, except as required by law. In no event will more than the number of prizes stated in these Official Rules be awarded. All federal, state and local taxes on the value of the prize are the responsibility of the winner. An IRS form 1099 will be issued if required by law.

8. **WINNER NOTIFICATION:** Potential winning entrants will be notified by email and US Postal mail upon selection. Potential winners must respond to Sponsor's initial notification attempt within 72 hours with such personal and/or contact information as Sponsor may require (for example, the potential winner's email address, name and/or mailing address). Potential winners are subject to verification of eligibility and may, in Sponsor's discretion, be required to complete, sign and return to Sponsor an Affidavit of Eligibility/Release of Liability or an Affirmation of Eligibility/Release of Liability, as determined by Sponsor, and, if legally permissible, a Publicity Release, and any other documentation provided by Sponsor in connection with verification of the potential winner's eligibility and confirmation of the releases and grant of rights set forth herein (as applicable, "Winner Verification Documents"), within seven days of attempted delivery of same. Potential winners may also in Sponsor's discretion be required to complete and return to Sponsor an IRS Form W-9 within seven days of attempted delivery of same. If a potential winner is a Minor, Sponsor will have the right to request that the potential winner's parent or legal guardian sign the Winner Verification Documents on behalf of the winner, or to award the prize directly in the name of the winner's parent or legal guardian, who in such event will be required to sign the Winner Verification Documents and an IRS Form W-9. If a potential winner cannot be reached or does not respond within 72 hours of the initial notification attempt or fails to complete, sign, and return any required Winner Verification Documents or IRS Form W-9 within seven days of attempted delivery of same, or if a potential winner does not otherwise comply with these Official Rules and/or cannot accept the prize as awarded for any reason, then the potential winner may be disqualified and an alternate winner may, at Sponsor's discretion, be selected from among the remaining eligible entries as specified in these Official Rules (in which case the foregoing provisions will apply to such newly-selected entrant).

9. **CANCELLATION OR POSTPONEMENT:** Sponsor is not responsible for any cancellation or postponement of any prize-related activity. In the event of cancellation or postponement of any prize-related activity, Sponsor's only obligation will be to provide a substitute of the prize or any component thereof with a prize or prizes of equal or greater value selected by Sponsor in its discretion. In the event the winner and/or guest engages in behavior during any prize-related activity (including without limitation travel) that, as determined by Sponsor in its sole discretion, is obnoxious, threatening, disruptive, illegal, or tortious, or that subjects the winner or guest to arrest or detention, or that is intended to or does threaten or harass any other person, or that violates any applicable rules and regulations, or that in any way disparages or adversely affects the reputation, image and/or customer goodwill of Sponsor, or that otherwise violates these Official Rules, Sponsor reserves the right to remove the winner and/or guest from the applicable prize-related activity, deny the winner and/or guest attendance to any other prize-related activities and/or disqualify the winner from the Contest and require the winner to forfeit any and/or all prize components, with no further obligation or compensation whatsoever to the winner and/or guest and no obligation to pay any

damages, fees, fines, judgments or other costs or expenses of any kind whatsoever incurred by winner or guest as a result of such conduct.

**10. GRANT OF RIGHTS:**

A. By entering the Contest, each winning entrant irrevocably grants to Sponsor, each of Sponsor's Affiliates, and the agents and licensees of each of the foregoing (collectively, the "Licensees") the right to use the winning entrant's first name, the entrant's age, in accordance with Sponsor's Privacy Notice set forth in Section \*\*\* herein and at <http://www.pressdemocrat.com/privacypolicy>, and in perpetuity, throughout the world, in all media and formats whether now or later known or developed, for the purpose of administering the Contest, without further notice or compensation. The Sponsor shall have no right to use any personal information of non-winning entrants for any purpose and in accordance with the Sponsor's Privacy Notice.

B. In addition, by submitting a Submission, each Photo Submission entrant irrevocably grants to the Licensees a non-exclusive license to publish, display, reproduce, modify, edit, create derivative works based on and otherwise use the Submission, in whole or in part, including without limitation for commercial use and in advertising and Contests, without further notice or compensation.

**11. RELEASE AND LIMITATION OF LIABILITY:** By entering the Contest, to the fullest extent permitted by applicable law, each entrant on behalf of himself or herself and anyone who succeeds to entrant's rights and responsibilities including without limitation entrant's parents, legal guardians, heirs, executors, administrators, personal representatives, successors, assigns, agents, and attorneys (collectively the "Entrant Parties") releases Sponsor, each of Sponsor's Affiliates, the licensees and licensors other than Entrant Parties including authors of each of the foregoing, all other companies involved in the development or operation of the Contest, the successors and assigns of each of the foregoing and the directors, officers, employees and agents of each of the foregoing (collectively, the "Released Parties") from and against any and all claims and causes of action of any kind that the entrant and/or Entrant Parties ever had, now have or might in the future have arising out of or relating to the Contest, participation in the Contest, the provision, acceptance or use of any prize or any component thereof, or any exercise by the Licensees of any of the rights granted in Section 10 above, including without limitation any and all claims and causes of action: (a) relating to any personal injury, death or property damage or loss sustained by any entrant or any other person, (b) based upon any allegation of violation of the right of privacy or publicity, misappropriation, defamation, or violation of any other personal or proprietary right, (c) based upon any allegation of infringement of copyright, trademark, trade dress, patent, trade secrets, moral rights or any intellectual property right, or (d) based upon any allegation of a violation of the laws, rules or regulations relating to personal information and data security. Each entrant on behalf of himself or herself and the Entrant Parties, agrees not to assert any such claim or cause of action

against any of the Released Parties. Each entrant on behalf of himself or herself and the Entrant Parties assumes the risk of, and all liability for, any injury, loss or damage caused, or claimed to be caused, by participation in this Contest, or the provision, acceptance or use of any prize or any component of any prize. The Released Parties are not responsible for, and will not have any liability in connection with, any typographical or other error in the printing of the offer, administration of the Contest or in the announcement of the prizes. The Released Parties are not responsible for, and will not have any liability in connection with, late, lost, delayed, illegible, damaged, corrupted or incomplete entries, incorrect or inaccurate capture of, damage to, or loss of entries or entry information, or any other human, mechanical or technical error of any kind relating to communications or attempted communications with any entrant or Entrant Parties, the submission, collection, storage and/or processing of entries or the administration of the Contest. The term "Affiliate" of Sponsor means any entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with Sponsor. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of management and policies of an entity, or the ownership, directly or indirectly, of more than fifty percent (50%) of the equity interests of the entity.

12. **GENERAL RULES:** Sponsor has the right, in its sole discretion, to modify these Official Rules (including without limitation by adjusting any of the dates and/or timeframes stipulated in these Official Rules) and to cancel, modify or suspend this Contest at any time in its discretion, including without limitation if for any reason Sponsor is not able to conduct the Sweepstakes as planned (including without limitation in the event the Sweepstakes is interfered with by any fire, flood, epidemic, pandemic, emergency order, earthquake, explosion, labor dispute or strike, act of God or of public enemy, communications failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, federal, state or local law, order or regulation or court order). In the event of termination of the Sweepstakes, a notice will be posted on Sponsor's webpage, [www.pressdemocrat.com](http://www.pressdemocrat.com), and a random drawing will be conducted to award the prizes from among all eligible entries received prior to the time of termination based on the rules of the Contest. Sponsor has the right, in its sole discretion, to disqualify or prohibit from participating in the Sweepstakes any individual who, in Sponsor's discretion, Sponsor determines or believes (i) has tampered with the entry process or has undermined the legitimate operation of the Sweepstakes by cheating, hacking, deception or other unfair practices, (ii) has engaged in conduct that annoys, abuses, threatens or harasses any other entrant or any representative of Sponsor or (iii) has attempted or intends to attempt any of the foregoing. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR HAS THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY PERSON INVOLVED TO THE FULLEST EXTENT PERMITTED BY LAW. The use of agents, bots or automated devices,

programs or methods to submit entries is prohibited and Sponsor has the right, in its sole discretion, to disqualify any entry that it believes may have been submitted using such an agent or automated device, program or method. In the event of a dispute regarding who submitted an entry, the entry will be deemed to have been submitted by the registered user of the social media account used to submit the Submission on the applicable platform. All federal, state and local laws and regulations apply. All entries become the property of Sponsor and will not be verified or returned. By participating in this Contest, entrants on behalf of themselves, and to the extent permitted by law on behalf of the Entrant Parties agree to be bound by these Official Rules and the decisions of Sponsor, which are final and binding in all respects. These Official Rules may not be reprinted or republished in any way without the prior written consent of Sponsor.

13. **DISPUTES:** By entering the Contest, each entrant on behalf of himself or herself and the Entrant Parties agrees that, to the maximum extent permitted by applicable law, (a) any and all disputes, claims and causes of action arising out of or connected with the Contest, or the provision, acceptance and/or use of any prize or prize component, will be resolved individually, without resort to any form of class action (Note: Some jurisdictions do not allow restricting access to class actions. This provision will not apply to you if you live in such a jurisdiction); (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorneys' fees; and (c) under no circumstances will any entrant or Entrant Party be permitted to obtain any award for, and each entrant and Entrant Party hereby waives all rights to claim, punitive, special, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of the entrants, Entrant Parties and Sponsor in connection with the Contest shall be governed by, and construed in accordance with, the laws of the State of California in the United States of America without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of California. Any legal proceedings arising out of this Contest or relating to these Official Rules shall be instituted only in the federal or state courts located in Sonoma County in the State of California, waiving any right to trial by jury, and each entrant and Entrant Party consents to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these rules or the Contest. In the event of any conflict between these Official Rules and any Contest information provided elsewhere (including but not limited in advertising or marketing materials), these Official Rules shall prevail.

14. **PRIVACY RULES:** No personal information of any kind, other than the selected entrants first name and age will be published, disseminated, shared, sold, or transferred. The selected entrants first name and age will only be published to identify the winning entrants and for no other purpose whatsoever. The Sponsor



shall not be permitted to use any personal information from an entrant for any purpose other than identifying the first name of each winning entrant and that person's age. The Contest and the Sponsor shall comply at all times with the Children's Online Privacy Protection Act ("COPPA") and with the Federal Trade Commission's Children's Advertising Review Unit ("CARU"). The Sponsor's Privacy Policy can be found at: [www.Pressdemocrat.com](http://www.Pressdemocrat.com)