

**Columbia Credit Union**  
**#DiscoverRidgefield Photo Contest**  
**OFFICIAL RULES**  
**No Purchase Necessary**

**1. Promotional Period:** Columbia Credit Union's *#DiscoverRidgefield Photo Contest* (Promotion) submission begins July 1, 2020, and ends at 11:59 PM Pacific Standard Time on July 31, 2020,. By submitting an entry, each entrant agrees to the rules of the Promotion and states that he or she is 18 years old or older as of July 1, 2020.

Columbia Credit Union will select five (5) finalists by August 3, 2020. Public voting for the winner will take place on Facebook and Instagram from August 4 through the close of business on August 14, 2020. Voting will be allowed once per account for the duration of the voting period.

**2. Eligibility:** Anyone age 18 or older as of July 1, 2020, who has taken a photo representing the Ridgefield area and the entrant has the rights to that photo. If selected, finalists must be able to submit a high-resolution version of the selected image. The photograph, in its entirety, must be a single work of original material taken by the entrant. By entering, the entrant represents, acknowledges, and warrants that the submitted photograph is an original work created solely by them, that the photograph does not infringe on the copyrights, trademarks, moral rights, rights of privacy/publicity or intellectual property rights of any person or entity, and that no other party has any right, title, claim, or interest in the photograph.

For a photo in which a person is recognizable, you will be asked to provide a signed model release from the subject or, in the case of a minor, the subject's parent or guardian, and provide it to Columbia Credit Union upon request.

Similarly, entrants whose photos depict other people's work (such as sculptures, statues, paintings, and other copyrightable works) must obtain a release from the rights holder and provide it to Columbia Credit Union upon request. When photographing the work of others, it must be as an object in its environment and not a full-frame close-up of another person's creation.

Photos that contain sexually explicit, nude, obscene, violent or other objectionable or inappropriate content, as determined by Columbia Credit Union in its sole discretion, are ineligible for this Promotion. Employees, officers and directors of Columbia Credit Union ("Sponsor"), their third party vendors; as well as the immediate family (spouse, parents, siblings and children, regardless of where they live) or members of the households employees, officers or directors (whether or not related), are not eligible. By entering, you agree to these Official Rules and the decisions of the Sponsor, which are final and binding in all respects. Void where prohibited.

### **3. How to enter:**

**Post your photograph to your personal Facebook or Instagram page using the hashtag #DiscoverRidgefield between July 1, 2020, and 11:59 PM Pacific Standard Time on July 31, 2020. Each entrant may submit up to ten (10) photos. If your photo is already posted on your page, you must repost and tag during the month of July to be eligible.**

We will not accept photographs submitted through any channels other than Facebook or Instagram. On August 3, 2020, Columbia Credit Union will review all hashtagged photos on Facebook and Instagram and pick the top 5 finalists. A poll will then be created on Facebook for members of the public to vote. Votes will be tallied and a winner chosen by the most votes received. Winner will be contacted by August 17, 2020.

You retain your rights to your photograph; however, by entering the Promotion, you grant Columbia Credit Union a royalty-free, non-exclusive license to publicly display, distribute, reproduce and create derivative works of the entries, in whole or in part, in any media now existing or later developed, for any Columbia Credit Union purpose, including, but not limited to, advertising and promotion and its website, exhibition, and commercial products, including but not limited to Columbia Credit Union publications. When reasonably feasible, reproduced photo will include a photographer credit. Columbia Credit Union will not be required to pay any additional consideration or seek any additional approval in connection with such uses.

**4. Prize/odds:** Columbia Credit Union will notify the finalists for public voting via Facebook or Instagram. Odds of being selected depend on the number of public votes.

Winning photo with credit will be designed into a wall mural for the Columbia Credit Union Discovery Ridge Branch and winner will receive a \$500 check (Prize). The Winner is solely responsible for state or federal taxes. Winner will also receive public recognition via online, social media, as well as credit on wall mural and, when reasonably feasible, in any other reproduction of the photo. Four (4) finalists will each receive a \$100 check (Prize).

**5. General Conditions:** Winner must be able to verify he/she was 18 years of age as of July 1, 2020. Upon our request, the Winner and finalists will be asked to complete, execute and return a completed W9 form, an Affidavit of Eligibility, a Liability Release, and where lawful, a Publicity Release prior to taking possession of the Prize. Failure to sign documents, or if Prize notification or Prize is returned as non-deliverable, or if Winner is found to be ineligible or not in compliance with these official rules, then disqualification will result and an Alternate Winner will be selected. By accepting Prize, where permitted by law, Winner grants to Sponsor and those acting pursuant to Sponsor's authority (and agrees to confirm said grant in writing) the right to use and publish his/her name, biographical information, statements made regarding the Sponsor, or the Promotion (provided same are true), portrait, picture, voice and likeness for trade, advertising and promotional purposes without additional consideration, or notification, review or approval, worldwide, and on the Internet. By participating, entrants release and agree to hold harmless Sponsor and its parents, affiliates, and subsidiary companies, advertising and promotion agencies and their respective directors, officers, employees, representatives and agents from any and all liability for any injury, loss or damage of any kind to person, including death, and property arising in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of the Prize, participation in any Promotion related activity, or participation in this Promotion.

Columbia Credit Union reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Promotion should a virus, bug, non-authorized human intervention, fraud, or other cause beyond Columbia Credit Union's control corrupt or affect the administration, security, fairness, or proper conduct of the Promotion. In such case, Columbia Credit Union may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Columbia Credit Union. Columbia Credit Union reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the voting process or the operation of the Promotion or website or violates the Promotion conditions. Columbia Credit Union has the right in its sole discretion, to maintain the integrity of the Promotion, to void votes for any reason, including, but not limited to: the use of bots, macros, scripts, or other technical means for voting. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Promotion may be a violation of criminal and civil laws. Should such attempt be made, Columbia Credit Union reserves the right to seek damages to the fullest extent permitted by law.

**5. Limitations of Liability:** Sponsor is not responsible for any incorrect or inaccurate information, whether caused by website users, mobile device, mobile carrier or by any of the equipment or programming associated with or utilized in the Promotion and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or tampering with or hacking of, the website or any technical failure of malfunction. Sponsor is not responsible for injury or damage to participants' or to any other person's mobile device related to or resulting from participating in this Promotion or downloading or copying materials from or use of the website. If, for any reason, the Promotion is not capable of running as planned by reason of infection by computer virus, bugs, worms, tampering, hacking, unauthorized intervention, fraud, technical failures, or any other causes which, in the sole opinion of Sponsor, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, Sponsor reserves the right at their sole discretion to cancel, terminate, modify or suspend the Promotion, and select the winner from entries received prior to the action taken, or as otherwise deemed fair and equitable by Sponsor. IN NO EVENT WILL SPONSOR, THEIR PARENTS, AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, THEIR ADVERTISING OR PROMOTION AGENCIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF SPONSOR'S INTERNET OR MOBILE SITES OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID SITES. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THESE SITES IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

## **6. Arbitration/Choice of Law:**

Except where prohibited by law, entrants agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Promotion, or any prize awarded, or the determination of the Winner shall be resolved individually, without resort to any form of class action, and exclusively by arbitration pursuant to the Rules of the American Arbitration Association then effective; and (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and/or Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Washington, without regard for conflicts of law doctrine, and all proceedings shall take place in Vancouver, WA.

**7.** By the act of submitting a photo and/or voting for the final photo you have affirmatively reviewed, accepted, and agreed to the Official Rules.

## **8. Winners List:**

For a list of Winner and Finalists' names, send a self-addressed stamped envelope by September 30, 2020 to: Columbia Credit Union #*DiscoverRidgefield Photo Contest*, Winner & Finalists List, c/o Marketing Department, PO Box 324, Vancouver, WA 98666-0324

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