



# “UMASS PARAPHERNALIA PHOTO” CONTEST GUIDELINES

(Version: May 2016)

**CONTEST DATE:** May 11-31, 2016

**ENTRIES:** Visit one of the Center’s social media networks to enter the contest. An individual may submit one entry daily during the duration of this contest.

**PRIZE:** TBA

*NOTE: This document contains information about a specific contest being facilitated by the UMass Center at Springfield’s Marketing Department using digital media. It also details the types of prizes and participant eligibility. Throughout the document, the UMass Center at Springfield is referred to interchangeable as the “Center,” “UMass Center,” “UMass Center at Springfield,” “UMass Springfield,” and “UMCS.”*

## PLEASE READ THESE CONTEST GUIDELINES PRIOR TO SUBMITTING AN ENTRY

1. **Eligibility:** This Campaign is open only to those who sign up at the [www.umasscenteratspringfield.org](http://www.umasscenteratspringfield.org) and Center’s social media networking sites (Facebook, Twitter, LinkedIn, Google+, and Instagram), and who are 18 years of age or older as of the date of entry. The Campaign is only open to legal residents of the United States, and is void where prohibited by law. Employees of the UMass Center at Springfield, advertising and promotion agencies, and suppliers, (collectively the “Employees”), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Campaign. The Campaign is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.
2. **Agreement to Rules:** By participating, the Contestant (“You”) agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of the UMass Center at Springfield as final and binding as it relates to the content of this Campaign.
3. **Campaign Period:** Entries will be accepted online starting on the date, time and time zone indicated in the announcement and ending the date, time and time zone also indicated in the announcement. All online entries must be received by the advertised date indicated in the announcement.
4. **How to Enter:** The Campaign must be entered by submitting an entry using the online form provided at or access provided at [www.umasscenteratspringfield.org](http://www.umasscenteratspringfield.org) and/or the Center’s social media networking sites. The entry must fulfill all Campaign requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of the UMass Center at Springfield. For some contests as outlined in the announcement: you may enter only once; you must provide the information requested; you may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of the UMass Center at Springfield.
5. **Prizes:** The Winner(s) of the Campaign (the “Winner”) will receive a prize as identified in the announcement (when applicable). Actual/appraised value may differ at time of prize award. The

specifics of the prize shall be solely determined by the UMass Center at Springfield. No cash or other prize substitution shall be permitted except at the UMass Center at Springfield discretion. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for the UMass Center at Springfield to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

6. Odds: The odds of winning depend on the number of eligible entries received.
7. Winner Selection and Notification: Winner(s) will be selected by a random drawing or by community vote under the supervision of the UMass Center at Springfield. Winner will be announced on the Center's website and/or social media networks within five (5) days following selection of Winner. When applicable and contact information is available, the winner may be notified by email, telephone, etc. The UMass Center at Springfield shall have no liability for Winner's failure to receive notices due to spam, junk e-mail or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within 10 days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected. Receipt by Winner of the prize offered in this Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT THE UMASS CENTER AT SPRINGFIELD 'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.
8. Rights Granted by You: By entering this content (e.g., photo, video, text, etc.), You understand and agree that the UMass Center at Springfield, anyone acting on behalf of the UMass Center at Springfield, and the UMass Center at Springfield's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes. without any further compensation, notice, review, or consent. By entering this content, You represent and warrant that your entry is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, You will be disqualified at the sole discretion of the UMass Center at Springfield. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless the UMass Center at Springfield from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which the UMass Center at Springfield may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.
9. Terms & Conditions: The UMass Center at Springfield reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond the UMass Center at Springfield's control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, the UMass Center at Springfield may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by the UMass Center at Springfield. The UMass Center at Springfield reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions. The UMass Center at Springfield has the right, in

its sole discretion, to maintain the integrity of the Campaign, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Campaign rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such attempt be made, the UMass Center at Springfield reserves the right to seek damages to the fullest extent permitted by law.

10. **Limitation of Liability:** By entering, You agree to release and hold harmless the UMass Center at Springfield and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Campaign and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.
11. **Disputes:** THIS Campaign IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND MASSACHUSETTS, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Campaign, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Massachusetts having jurisdiction. Further, in any such dispute, under no circumstances shall 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 Campaign). Participant further waives all rights to have damages multiplied or increased.
12. **Privacy Policy:** Information submitted with an entry is subject to the Privacy Policy stated on the UMass Center at Springfield website.
13. **Winners List:** To obtain a copy of the Winner's name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: UMass Center at Springfield, Tower Square, 1500 Main Street, PO Box 15409, Springfield, MA 01115. Requests must be received no later than the date, time, and time zone indicated on the announcement.
14. **Sponsor:** The Sponsor of the Campaign is the UMass Center at Springfield, Tower Square, 1500 Main Street, PO Box 15409, Springfield, MA 01115, U.S.A.
15. **Facebook:** The Campaign hosted by the UMass Center at Springfield is in no way sponsored, endorsed, administered by, or associated with Facebook or any other social media networks.
16. By submitting an entry for the contest, You, the Contestant, have affirmatively reviewed, accepted, and agreed to all of the Official Rules.