



Official Rules for the Santa Clarita Valley "Clean It Up Campaign" Contest

Sierra Club is the sole sponsor ("Sponsor") of the Santa Clarita Valley "Clean It Up Campaign" Contest and is solely responsible for this promotion and prize associated. The Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram or Twitter. Therefore, Facebook, Instagram or Twitter together or separately are not liable for anything related to the Contest.

1. **HOW TO ENTER:** NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. The Santa Clarita Valley "Clean It Up Campaign" Contest ("Contest") begins at 6:01 am Pacific standard time (PT) on Jan. 23, 2024 and ends at 11:59 pm PT on Feb. 26, 2024 ("entry period"). There is one way to enter: No other method of entry will be accepted. To enter, go to https://angeles.sierraclub.org/santa_clarita_valley_group and follow the directions on the submissions link (link to Google Form). Sierra Club must receive entries by 11:59 pm PT on February 26, 2024. Limit one entry per school site. Incomplete entries are void.

2. **ELIGIBILITY:** The Contest is open only to public high schools in Santa Clarita Valley's William S. Hart School District. Employees of Sierra Club (and of its subsidiaries, affiliates, prize suppliers, and advertising and promotional agencies) and their immediate families (spouse, parents, children, siblings and their spouses) and individuals living in the same household as such employees are ineligible. The Contest is governed by the laws of the United States and is subject to all applicable federal, state, and local laws and regulations. **Void where prohibited by law.**

3. **JUDGING:** One winner will be selected based on the following judging criteria: conformity to theme and previously provided Guidelines (75%); and creativity, including but not limited to originality (25%). The winners will be selected by Santa Clarita Sierra Club's Conservation Team [judging rubric based on the provided Guidelines form provided], on Feb. 27, 2024 from among all eligible entries received. By participating, entrants agree to be bound by these Official Rules and the decisions of the judges, which shall be final and binding in all respects. Odds of winning depend on the total number of eligible entries received. Limit one prize from any Sierra Club-sponsored Contests. Winners will be notified via email, US mail, telephone, and/or by overnight courier, as determined by Sponsor.

4. **PRIZES:**

One (1) First place prize:

Prize and approximate retail value (ARV): One (1) \$500 check award to the first place winning High School.

One (1) Second place prize:



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Prize and approximate retail value (ARV): One (1) \$300 check award to second place winning high school.

One (1) Third place prize:

Prize and approximate retail value (ARV): One (1) \$200 check award to the third place winning high school.

Prizes cannot be exchanged and cannot be used in conjunction with any other promotion. No substitution or transfer of prize permitted except as provided for at the sole discretion of the Sierra Club. No refund or compensation will be made in the event of technological difficulties. Winner accepts responsibility for all expenses related to accepting and/or accessing the Prize. Winner is solely responsible for their own conduct while accepting the Prize and agrees to comply with all applicable laws and regulations pertaining to use and enjoyment of the Prize.

5. GENERAL CONDITIONS: All federal, state, and local taxes, fees and surcharges on the Prize are the sole responsibility of the prize winner. Prize winners will be required to execute and return an Affidavit of Eligibility/Release of Liability/Prize Acceptance Form within ten (10) days following notification. Return of any prize and/or prize notification as undeliverable or failure of any entrant to comply with any Official Rules will result in disqualification and selection of an alternate winner.

The winners grant Sierra Club the right to use and publish his or her legal name, image, likeness, and city and state online and in print, or any other media, in connection with the Contest and other editorial purposes. Acceptance of a prize constitutes permission for Sierra Club and their advertising and promotional agencies to use winners' names, images, likenesses, for advertising and promotional purposes without payment of additional compensation unless prohibited by law. By entering, participants release and hold harmless Sierra Club, its respective parents, subsidiaries, affiliates, directors, officers, employees, attorneys, agents and representatives from any and all liability for any injuries, loss, claim, action, demand or damage of any kind arising from or in connection with the Contest or any prize won (including the travel prize), any misuse or malfunction of any prize awarded, participation in any Contest related activity, or participation in the Contest. Except for the foregoing, Winners retain ownership and all other rights to future use of the entry they enter.

Each entrant represents and warrants that (a) the entrant is the owner of the submitted entry, including any associated photograph, (b) Sierra Club's use of the entrant's entry, including associated photograph will not violate the rights of any other person or organization, and (c) Sierra Club will not incur liability for payment to any other person or organization relating to its use of the entry, including associated photograph. Each



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entrant that submits a photograph containing identifiable person(s) must obtain a release from such person(s) consenting to Sierra Club's use of the releasor's image in the photograph, including for advertising, trade, and promotional purposes, which will be provided to Sierra Club upon request. Each entrant agrees to indemnify and release Sierra Club and its officers, directors, employees, agents, and advertising and promotional agencies for and from any and all claims associated with the use of any submitted photograph, including without limitation any rights of publicity, right of privacy, defamation, false light, trademark, or copyright claims.

By entering this contest, the entrant agrees to the following statement: I expressly understand that Section 1542 of the Civil Code of California provides substantially as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with debtor." The provisions of this Section 1542 of the Civil Code of California and any similar law of any state, territory, or other jurisdiction are hereby expressly waived.

As a condition of participating in this Contest, entrant agrees that any and all disputes which cannot be resolved between and the parties, and causes of action arising out of or connected with this Contest shall be resolved individually, without resort to any form of class action, exclusively, before a court of competent jurisdiction located in San Francisco, California, which court shall apply the laws of the state of California, without regard for rules of conflicts of law. In any such dispute, entrant shall, under no circumstances, be entitled to claim punitive, incidental, or consequential damages, or any other damages, including attorneys' fees, other than entrant's actual out-of-pocket expenses (if any) associated with participating in the Contest, and entrant hereby waives all rights to have damages multiplied or increased. **CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SIERRA CLUB RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW.**

6. LIMITATIONS OF LIABILITY: Sierra Club assumes no responsibility for lost, late, misdirected, illegible, misdirected, damaged, incomplete, incorrect or mutilated entries or for any computer, online, telephone, cable, network, electronic or internet hardware or software malfunctions, failures, connections, availability, garbled, or jumped transmissions, service provider, Internet, web site, or other accessibility issues, traffic congestion, or unauthorized human intervention, or any technical malfunctions that may occur. Sierra Club is not responsible for any incorrect or inaccurate information, whether



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caused by web site users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the processing of submissions in the Contest, including but not limited to any misprints or typographical errors. Sierra Club 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 alteration of, entries. Sierra Club is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line-systems, servers or providers, computer equipment, software, failure of e-mail or players on account of technical problems or traffic congestion on the Internet or at any web site or combination thereof, including injury or damage to participants or to any other person's computer related to or resulting from participating or downloading materials in this Contest. If, for any reason, the Contest is not capable of completion as planned, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of Sierra Club which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Sierra Club reserves the right at their sole discretion to cancel, terminate, modify or suspend the Contest.

IN NO EVENT WILL SIERRA CLUB, ITS PARENTS, AFFILIATES, SUBSIDIARIES, AND RELATED COMPANIES, ITS ADVERTISING AND PROMOTIONAL AGENCIES, OR ITS DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, AND REPRESENTATIVES, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ENTRANT'S ACCESS TO AND USE OF THE CONTEST WEBSITE:

https://angeles.sierraclub.org/santa_clarita_valley_group, FACEBOOK, INSTAGRAM, TWITTER OR THE DOWNLOADING FROM AND/OR PRINTING OF MATERIAL FROM SAID SITE(S). WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THIS SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS 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 LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES 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.

7. LIST OF WINNERS: For the winner's name, send a self-addressed, stamped envelope after the contest judging date to: 3250 Wilshire Blvd UNIT 1106, Los Angeles, CA 90010.



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PRIVACY POLICY: The information collected by the Sierra Club pursuant to this Contest is governed by the privacy policy located at <https://www.sierraclub.org/privacy>.