

Official Contest Rules

Occasionally, Visit Bakersfield, a division of the City of Bakersfield will sponsor contest giveaways for tickets and other prizes. The following shall serve as rules and regulations for any contest sponsored by Visit Bakersfield, including contests via Visit Bakersfield's website and social networks (Facebook, Twitter, etc).

The contest ends on July 10th, 2020 at 5 p.m. All times in this contest refer to Pacific Time. By entering the drawing, entrants agree to waive any right to claim any ambiguity or error in these Official Rules, or the drawing itself, and agree to be bound by these Official Rules and by all decisions of the Sponsor, whose decisions are binding and final. Sponsor reserves the right to withdraw the transmission of this sweepstakes and award the prize from among entries received prior to the date of the withdrawal. Failure to comply with these rules may result in disqualification from this contest.

The contest is open to residents of California only. Employees of the City of Bakersfield, parents, subsidiaries and the directors, governors, employees and agents of such entities, and the immediate family members of all such persons (spouse, parents, siblings and children), are not eligible to participate or win.

Coloring must be done by children 12 years of age and under. Entrant must be completed by a parent/guardian/adult that is 18 years of age or older. You may enter a child's by completing the online entry form on <https://www.visitbakersfield.com/blog/visit-bakersfield-coloring-book-contest-week-fifteen/> then by commenting your picture entry on the Visit Bakersfield Facebook contest post. Entrants must be the registered subscriber of the email account from which the entry is made. You may enter once during the sweepstakes period. Multiple entries received from any person or email address will void all such additional entries. Entries generated by a script, macro or other automated means will be disqualified. Entries that are incomplete, illegible or corrupted are void and will not be accepted. All entries become the sole property of Sponsor and will not be returned. No correspondence will be acknowledged. Entries may be used for advertising and/or trade purposes without compensation unless prohibited by law.

Sponsor is not responsible for technical or computer failures, errors or data loss of any kind, lost or unavailable Internet connections, or failed, incomplete, garbled, delayed or deleted computer or network transmissions, inability to access any Web site or online service, or any other error or malfunction, or late, incomplete, incorrect, inaccurate, misaddressed or misdirected entries, or theft or destruction or unauthorized access to or alterations of entry materials, whether caused by the participant or by any of the equipment or programming utilized in this contest. If, for any reason, the internet portion of the contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the contest, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the online portion of the contest, and to disqualify any participant who tampers with the operation of the contest or website or violates these Official Rules of the contest. If the online contest is terminated due to tampering or technical difficulties prior to its expiration date, notice will be posted at www.rabobankarena.com, and the finalists will be selected from among all eligible on-line entries received prior to the termination date, and from non-online entries received via the methods described in section 1(b) above (which will continue to be accepted). Caution: Any attempt by a participant to deliberately damage any website or undermine the legitimate operation of the contest is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such participant to the fullest extent of the law.

In the event of a dispute regarding the identity of an electronic participant, electronic entries will be deemed submitted by the authorized account holder of the email or electronic message submitted, as of the time of the entry.

One prize will be awarded per week. The week of July 6th, the prize will be: a \$150 gift card to Maya Cinemas Bakersfield 16.

Winners will be selected on a weekly basis based on the number of "Likes" received from all eligible entries. The winner will be notified by Facebook, via the account provided by the winner. In the event of a tie, the Visit Bakersfield staff will cast the deciding vote.

The odds of winning depend on the number of eligible entries received. If any prize notification is undeliverable, or in the event of non-compliance with any of these requirements, the prize will be forfeited, and an alternate winner will be selected at random from the remaining eligible entries. The prize's value may vary in price depending on what is offered (i.e. multiple day weekend passes). The prizes cannot be exchanged for cash. Transfer of the prize is prohibited. Payments of all federal, state and local taxes are the sole responsibility of each prize winner and each winner may receive an IRS Form 1099 or equivalent from Sponsor. All federal, state and local laws apply. The Sponsor reserve(s) the right to substitute a similar prize of equal or greater value at its sole discretion. A list of winners can be obtained at Visit Bakersfield located at 515 Truxtun Avenue Bakersfield, CA 93301 for a period of thirty (30) days after the end date of contest. All prizes will be awarded by July 15th.

Each participant agrees to follow these Official Rules and hold harmless and indemnify the City of Bakersfield, its officers, agents, employees and volunteers against any and all liability, damages or causes of action (however named or described), with respect to or arising out of the participant's participation in the contest.

All expenses on receipt and use of a prize are the sole responsibility of the winner. Each finalist, by participating in the contest, and the recipient of the Grand Prize, (i) agrees to release, waive, discharge, hold harmless and indemnify City of Bakersfield, its officers, agents, employees and volunteers and their respective advertising, promotion and production agencies, and each of their respective officers, directors, employees and agents from and against any and all liability, damages, claims or actions of any kind whatsoever, whenever the same may accrue, for injuries, damages or losses to persons (including death) and property which may be sustained in connection with the receipt, ownership or use of the prize or while preparing for, participating in, and/or traveling to any prize-related activity, whether such claims or actions are on behalf of the winner or the winner's heirs, representatives, administrators or assigns; and (ii) grants to Visit Bakersfield the right to use the winner's name, voice, picture and/or likeness for purposes of advertising, broadcasting, trade purposes and publicity in any and all media now known or hereafter invented, without further permission, notice or additional compensation (except where prohibited by law).

Failure to comply with the Official Rules of the contest will result in a participant's disqualification.

Sponsor reserves the right to make changes in the Official Rules of the contest, which changes will become effective upon announcement.

No purchase is necessary. The contest is void where prohibited by law.