

Bronco Channel #MyCPPSpirit Instagram Contest
TERMS & CONDITIONS
Revised: July 5, 2017

ELIGIBILITY

- Entry is open to current Cal Poly Pomona students, faculty, and staff who are 18 years of age and older.
- Individuals and entities involved in the creation, preparation of materials, administration or fulfillment of this Contest and each of their immediate family members (e.g., spouse, siblings, children, parents and the "steps" of each) and those living in the same household as such individuals (whether or not related), are not eligible to enter or win. Void wherever prohibited.

HOW TO ENTER

- Contest begins at 10:00 A.M. PST on Monday, July 10, 2017 and ends at 5:00 P.M. PST on Thursday, August 17, 2017.
- No purchase necessary.
- Visit the Instagram application and log on to your Instagram account. Post a photo displaying your interpretation of Cal Poly Pomona school spirit and include the hashtag #MyCPPSpirit and @broncochannel in the caption field ("Submission"). Your Instagram account must be set to "public" for your submission to be accepted.
- You must also follow @broncochannel on Instagram. Photographs will not be accepted or eligible if they are transmitted by postal mail, email or any means other than Instagram. You may submit as many Photographs as you wish; but, In order for your Photograph to be eligible to compete in this Contest, it must comply with these Official Rules and requirements stated herein and the Instagram Terms of Use stated at <http://instagr.am/about/legal/terms/>. Photographs become the property of Cal Poly Pomona Foundation, Inc. ("Sponsor") and will not be returned. NOTE: Although your Photograph may be posted at www.facebook.com/broncobookstore, www.broncobookstore.com; or other related websites after it has been received, its posting does not constitute the Sponsor's decision or agreement that your Photograph(s) is in compliance with these Official Rules and Sponsor reserves the right to remove the posting and disqualify a Photograph at any such time it determines a Photograph does not comply with either these Official Rules or Instagram's Terms of Use.
- By uploading your Photograph, you acknowledge and agree that you have read, understand and agree to be bound by these Official Rules, Instagram's Terms of Use and that you have obtained all of the necessary permissions and releases from all persons involved in creating, producing and/or appearing in any Photograph or if such persons are minors in their state of residence, the permission and release of their parent or legal guardian. Once a Photograph has been uploaded, it may not be changed or edited. All Photographs must be submitted by 5:00 P.M. PST on August 17, 2017.

PHOTOGRAPH CONTENT REQUIREMENTS

- Unless expressly noted otherwise, the following requirements apply to all Photographs: (i) the Photograph must not have been previously published or entered into any contests or sweepstakes; (ii) the Photograph(s) must have been taken by you, or a person from whom you have obtained all of the necessary permissions and releases; and (iii) the Photograph has not been re-purposed. Propriety of a Photograph's Content: A Photograph: (i) cannot, with the exception of Sponsor & Others and their logos and brands, show, contain, mention, depict, refer or otherwise allude to the name or logo of any retailer, manufacturer, brand, product, store, place of business, person, company or character regardless of whether or not such is a competitor of Sponsor or competes with any of Sponsor's products; (ii) cannot show, contain materials, mention, depict, name, refer or otherwise allude to or show the likeness of any person, whether living or dead; (iii) cannot contain, mention, refer or otherwise allude to any sexually explicit or suggestive, obscene, lewd, violent, illegal, offensive, disparaging or inappropriate words, abbreviations, language, signs, products, poses, behavior, symbols, political, personal and/or religious references or statements, (including but not limited to words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation or socioeconomic group; (iv) cannot promote alcohol, illegal drugs or

tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message; (v) cannot in any manner defame, misrepresent, contain disparaging remarks or reflect negatively about Sponsor, its products or other people, products or companies or their products, or in any way reflect negatively upon such parties or explicitly or implicitly communicate messages or images inconsistent with the positive images and/or goodwill with which Sponsor wishes to be associated, as determined by the Sponsor in its sole discretion; (vi) cannot contain any personal identification, such as license plate numbers, personal names, email addresses or street addresses, without permission; (vii) cannot contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media) without permission; (viii) cannot depict, and cannot itself, be in violation of any law; and (ix) must otherwise be in compliance with all of the provisions of these Official Rules as stated herein. As also stated above and below in these Official Rules, the posting of a Photograph does not mean the Photograph has been deemed to be in compliance with these Official Rules or Instagram's Terms of Use. Sponsor reserves the right at any time during the Contest Period, without notice to the entrant who posted the Photograph, to remove the posting of a Photograph from any website controlled by Sponsor that Sponsor determines, in its sole discretion, does not comply with these Official Rules, Instagram's Terms of Use or that otherwise contains prohibited or inappropriate content and in the event of such removal, the Photograph will be disqualified and will not be eligible to compete for the Prize.

- By registering and uploading a Photograph, you represent and warrant that: (i) you have the legal capacity to enter this Contest; (ii) you have obtained the necessary and or needed permissions to submit this Photograph; (iii) anyone appearing in the photo has granted you all necessary rights regarding the use or submission of the Photograph, and you can and will make written copies of such permission available to the Sponsor upon request.; (iv) you own all rights and title to the Photograph;
- Your Photograph does not infringe the intellectual property, privacy, publicity rights or any other legal or moral rights of any third party; (vii) the Photograph has not been entered in or won previous contests or awards.
- You have obtained permission from each person who has in any way participated in or whose efforts have in any way contributed to the creation or production of the Photograph, and that such person(s) have granted you all necessary rights regarding the use or submission of the Photograph, and you can and will make written copies of such permissions available to the Sponsor upon request. If such person is a minor, such grant of rights must include written permission from the minor's parent or legal guardian.
- You further agree to indemnify and hold Sponsor & Others harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted by any third party against any of them due to or arising out of your submission, uploading, posting, display or exhibit of the Photograph, or your conduct in creating the Photograph or other actions in connection with this Contest including but not limited to claims for trademark infringement, copyright infringement; work product, violation of an individual's right of publicity or right of privacy; or defamation.

PRIZES

- One (1) Grand Prize Winner will receive one (1) Beats EP On-Ear Headphones.
- One (1) 2nd Place Winner will receive one (1) \$50 Bronco Gift Card and one (1) Bronco Channel T-shirt.
- One (1) 3rd Place Winner will receive one (1) \$25 Bronco Gift Card and one (1) Bronco Channel T-shirt.
- Prizes are awarded "as is" and any and all guarantees and warranties on merchandise prize are subject to the manufacturer's terms and conditions, and winner agrees to look solely to such manufacturers for any such warranty or guarantee claim.
- See Bronco Gift Card fine print for restrictions, usage and other terms and conditions.
- Prizes are non-transferable and not redeemable for cash or any other form of credit.

DETERMINATION OF WINNER(S)

- Commencing on or about August 21, 2017, the panel of three Contest Judges will review and evaluate the Contest entries according to the criteria stated above and the Contest Entry that receives the highest votes will be deemed the Grand Prize Winner, followed by a 2nd and 3rd place winner based on vote count. The potential Winner(s) will be notified on or about August 28, 2017 by email. Entrants agree that the Sponsor has the sole right to decide all matters and disputes arising from this Contest and that all decisions of Sponsor are final and binding.
- COMMUNICATION WITH THE POTENTIAL WINNER: 1) BEGINNING ON OR ABOUT AUGUST 21, 2017, @BRONCOCHANNEL WILL POST AN INSTAGRAM COMMENT ON THE SELECTED SUBMISSIONS (PICTURES) INSTRUCTING THE POTENTIAL WINNER TO EMAIL CONTEST JUDGES AT THE EMAIL ADDRESS PROVIDED; EMAIL MUST BE RECEIVED WITHIN 3 BUSINESS DAYS AFTER INITIAL INSTAGRAM COMMENT WAS POSTED OR POTENTIAL WINNER WILL BE DISQUALIFIED AND AN ALTERNATE POTENTIAL WINNER WILL BE DETERMINED. 2) CONTEST SPONSORS WILL REPLY TO EMAIL(S) RECEIVED WITH A UNIQUE CODE. 3) TO VERIFY THE EMAIL ACCOUNT HOLDER IS ALSO THE INSTAGRAM ACCOUNT HOLDER OF THE SELECTED PICTURE, THE POTENTIAL WINNER MUST COMMENT ON THE SAME PICTURE (INITIALLY COMMENTED ON BY @BRONCOCHANNEL IN STEP #1) WITH THE UNIQUE CODE USING THE SAME INSTAGRAM ACCOUNT THAT POSTED THE SELECTED PICTURE; SUCH COMMENT MUST BE CORRECTLY POSTED WITHIN 3 BUSINESS DAYS AFTER CODE WAS EMAILED OR POTENTIAL WINNER WILL BE DISQUALIFIED AND AN ALTERNATE POTENTIAL WINNER WILL BE DETERMINED. 4) CONTEST JUDGES WILL THEN CONTACT THE POTENTIAL WINNER BY EMAIL WITH FURTHER INSTRUCTIONS TO CLAIM PRIZE. A PRIZE CLAIM APPOINTMENT MUST BE DECIDED UPON WITHIN 3 BUSINESS DAYS AFTER INITIAL EMAIL WAS SENT OR POTENTIAL WINNER WILL BE DISQUALIFIED AND AN ALTERNATE POTENTIAL WINNER WILL BE DETERMINED.

CONDITIONS OF PARTICIPATION

- This sweepstakes promotion is being administered through Cal Poly Pomona Foundation, Inc. ("Sponsor")
- By entering, entrants agree to be bound by these Official Terms & Conditions including all eligibility requirements.
- By accepting a prize, winner consents to the use of his/her name, image, likeness, photograph, voice and biographical material and entry submission for advertising, publicity and promotional purposes by Sponsor, or a party designated by Sponsor, in any and all media now or hereafter known including but not limited to any online announcements, or for sharing this information with the press for viewing, whether TV, print or online, throughout the world in perpetuity, without additional compensation, notification or permission, except where prohibited by law.