

2018 Golden Coast Adventure Faire and BerryFest Strawberry Festival Video Contest

Official Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED. THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH @ the Grounds.

ENTRANTS UNDER THE AGE OF MAJORITY IN HIS/HER STATE OF RESIDENCE MUST HAVE PERMISSION FROM THEIR PARENT OR LEGAL GUARDIAN IN ORDER TO ENTER. A PRIZE WON BY A MINOR IN HIS OR HER LEGAL JURISDICTION OF RESIDENCY WILL BE AWARDED IN THE NAME OF SAID MINOR'S PARENT OR LEGAL GUARDIAN.

BY ENTERING THE CONTEST, ENTRANT AGREES TO THESE OFFICIAL RULES.

1. SPONSOR:

Golden Coast Adventure Faire and the BerryFest Strawberry Festival ("Sponsor").

2. ADMINISTRATOR:

Fortunes Folly Games ("Administrator").

3. ELIGIBILITY:

Golden Coast Adventure Faire Video Contest (the "Video Contest") is Open and offered only to legal residents of the 50 United States AND the District of Columbia, who are THIRTEEN (13) years of age and older. Employees, officers, and directors of Sponsor, Administrator, and each of their respective parent entities, subsidiaries and

affiliated companies, as well as advertising, contest, or production agencies or partners (and their respective dependents, immediate family members, including children, spouse, parents, siblings, step-parents, step-children, step-siblings and their respective spouses, regardless of where they reside, and individuals residing in their same household at least three (3) months a year, whether or not related) are not eligible to participate or win. Entry into the contest does not constitute entry into any other contest, raffle or sweepstakes. The Contest shall be subject to all applicable federal, state, provincial, municipal, territorial, and local laws and regulations and these official rules ("Official Rules") and by entering, all entrants agree that they have read these Official Rules, and agree to abide by and to be bound by the terms and conditions of the Official Rules, and the decisions of Sponsor, which shall be final and binding in all respects. False and/or deceptive entries or acts shall render entrants ineligible.

4. ENTRY PERIOD:

Those wishing to enter must complete a contest application no later than May 1st, 2018. The Contest officially begins on May 4th, 2018 at 9:00:00 AM Pacific Time ("PT") and ends at 8:59:59 PM PT on May 15, 2018 (the "Contest Period"). The Administrator's database clock is the official timekeeper for this Sweepstakes.

5. HOW TO ENTER:

To enter this Contest, each person (or "Entrant") must be accepted as a contest participant by the Administrator. Registration is free and can be obtained by filling out the online application at www.adventurefaire.com. Only 25 Team Entrants will become registered and will be assigned a team number. Each team can have up to 5 team members. Each team will be granted an entry pass for each team member. Only one Entrant per team, Teams cannot submit multiple applications under each member name, submitting multiple applications is cause for deletion of your application. Any attempt by any Entrant to enter by using multiple/different Accounts, email addresses, identities, registrations and logins, or any other methods will void that Entrant's Entries and that Entrant may be disqualified, at the sole discretion of Sponsor. Use of any automated system to participate is prohibited and may result in disqualification. Contest Entities are not responsible for lost, late, incomplete, invalid, unintelligible or misdirected Entries, which may be

disqualified. In the event of a dispute regarding who submitted an Entry, the Entry will be deemed submitted by the authorized account holder of the Account from which the Entry was submitted. "Authorized account holder" is defined as the natural person who is assigned the e-mail address used to create the Account associated with an Entry, by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with relevant e-mail address. No automatically generated Entries will be accepted.

6. VIDEO REQUIREMENTS, RESTRICTIONS AND LICENSE:

- Entrants (or Entrant's parent/legal guardian, if Entrant is deemed a minor in the state of his/her residence) agree to and understand that the Video will be made available to the public, including without limitation, posting on the Internet. Whether or not the Video is published on the Internet, Sponsor makes no representation or warranty regarding the confidentiality of any Video.
- Each Video must be an original creation of the submitting Entrant. The Video must be under no restriction, contractual or otherwise, that will prevent Sponsor's use of the Video and each Video must be free of any and all liens, encumbrances and claims of third parties. Entrant (or Entrant's parent/legal guardian, if Entrant is deemed a minor in the state of his/her residence) acknowledges, agrees, represents and warrants that, nothing in the Video infringes on any copyrights, confidential information, trade secrets or trademarks belonging to any person or entity other than the Entrant absent a suitable license, clearance or permission agreement (proof of which may be required upon submission), or violates any person's rights of privacy or publicity and that all necessary releases and permissions have been secured from any entity with any rights in or to the Video. Entrant (or Entrant's parent/legal guardian, if Entrant is deemed a minor in the state of his/her residence) agrees to indemnify and hold harmless each of the Contest Entities, and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting this Contest, and their respective parent, subsidiaries, and affiliates and each of their respective officers, directors, members, employees, agents and subcontractors (collectively, the "Released Parties"), from and against any and all claims, demands, damages, costs, liabilities and causes of action of whatsoever nature that are based upon or arise out of any breach by Entrant of these Official Rules or the warranties and representations made by Entrant herein. Modifying, enhancing or altering a third party's preexisting work does not qualify as Entrant's original creation.

- By submitting the Video, the Entrant (or Entrant's parent/legal guardian, if Entrant is deemed a minor in the state of his/her residence) grants Sponsor, for no additional compensation other than entry into the Contest, a non-exclusive, royalty-free, worldwide, perpetual license to publish, make available to the public, reproduce, edit, modify, exploit, make derivative works from or otherwise use the Video through any and all media available at any time during, or after, the Contest Period on any related websites, in any Contest materials, whether related or un-related to the Contest, and at any other location, whether physical or online, that Sponsor, in its sole discretion, deems appropriate. In addition, Entrant (or Entrant's parent/legal guardian, if Entrant is deemed a minor in the state of his/her residence) warrants that any so called "moral rights" in the Video have been waived and Entrant acknowledges and agrees that Sponsor may use any ideas from any Video or other submitted materials, whether or not Entrant has been awarded a Prize (defined below in Section 9) in connection with any such Video or other materials. Entrant (or Entrant's parent/legal guardian, if Entrant is deemed a minor in the state of his/her residence) agrees to release, defend, indemnify and hold harmless each of the Released Parties from all claims, demands, and causes of action of any nature whatsoever which Entrant or Entrant's heirs, representatives, executors, administrators, or any other persons acting on Entrant's behalf or on behalf of Entrant's estate, have or may have by reason of: (i) Sponsor's exercise of any rights granted by Entrant in this paragraph; (ii) claims based on violation of any right of publicity, rights of personality or any other rights, infringement of copyright or trademark, libel, slander, defamation, invasion of privacy, loss of earnings or potential earnings in connection with Sponsor's use of the Video and any portion thereof, or the likeness of any natural person therein.

- Entrants are responsible for securing necessary permissions and licenses for any persons and/or materials contained in the Video.
- If Entrant did not take submitted Video, it is the Entrant's responsibility to secure necessary permissions from photographer to enter Video into Contest.

1. VIDEO CONTENT RESTRICTIONS:

- Contains or depicts someone smoking or intoxicated;
- Violates or infringes another's rights, including without limitation, privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- Contains material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;

- Contains any unacceptable clothing or adornments, or displays any commercial/corporate advertising other than that of Sponsor;
- Contains indecent or unsafe behavior or situations, profanities or obscenities, including but not limited to use of firearms/weapons/ammunition, nudity, gambling, or pornography, or is otherwise inappropriate, indecent, profane, obscene, violent, hateful, tortuous, slanderous or libelous;
- References persons or organizations without their written permission other than that of Sponsor;
- Disparages any persons or organizations;
- Includes threats to any person, place, business, or group;
- Is unlawful, in violation of or contrary to all applicable federal, state, provincial, municipal, territorial or local laws and regulations;
- Contains anything that is determined to damage or diminish the goodwill of the Released Parties, as determined by such entities solely in their respective discretion; or
- Does not comply with the terms or conditions posted herein.

Failure of any Video to comply with the above "Video Requirements" and "Video Content Restrictions," as determined by Sponsor, in its sole discretion, may result in disqualification of Entrant. Without limitation, Sponsor reserves the right in its sole discretion to disqualify any Entry that, in their sole opinion, refers, depicts or in any way reflects negatively upon the Sponsor, the Contest or any other person or entity, does not comply with these Official Rules or if Sponsor receives notification about any potential infringements or breaches of law or any other reason set forth herein. Entries shall not be acknowledged or returned. Videos must be suitable for presentation in a public forum, in the sole determination of Sponsor.

2. WINNER NOTIFICATION:

There will be two (2) winners in this Contest (each a "Grand Prize Winner" or "Winner" and collectively referred to herein as "Grand Prize Winners" or "Winners"). Following the end of the Contest Period, two (2) potential Grand Prize Winners (the "Potential Winners") will be selected from among all eligible Entries received throughout the Contest Period, by Administrator whose decisions are final and binding in all matters relating to this Contest. Potential Winners will receive an initial notification by Administrator or Sponsor via a comment with @GCAFreply to their Entry post on or about May 21, 2018. Each Entrant must have his/her Account(s) set to "Public" and not "Private" so that Administrator and/or Sponsor may be able to contact Entrant in the event that Entrant is a Potential Winner. It is each Entrant's responsibility to timely check his/her Account for any comments, @replies, from Sponsor or Administrator and to ensure that Entrant's Account settings allow Entrant to receive comments and/or replies from Administrator/Sponsor. Potential Winners will be required to be in contact with Administrator and/or Sponsor, after receiving the initial notification within seventy-two (72) hours to begin the Winner verification process. Each Potential Winner (or Potential Winner's parent/legal guardian if the Potential Winner is deemed a minor in the state/province of his/her residence) must meet all eligibility requirements and may be required to provide their Tax Identification number, proof of U.S. residency, sign an affidavit of eligibility, and publicity and liability release, and work with any travel companion(s) to sign their Guest (defined below in Section 9) release(s), or such other documents as Sponsor deems necessary, in their sole discretion (collectively, the "Prize Claim Documents"), each of which must be completed, signed and returned within five (5) days from date of issuance, or the Prize may be forfeited and may be awarded to an alternate Winner, time permitting. If any Prize notification or attempted notification is returned as undeliverable, the Prize will be forfeited and may be awarded to an alternate Winner. By accepting the Prize, each Winner (or Winner's parent/legal guardian if Winner is deemed a minor in the state of his/her residence) represents and warrants they are in compliance with these Official Rules.

At the sole discretion of the Sponsor, disqualification, forfeiture and the selection of an alternate Winner may result from any of the following: [a] Potential Winner's failure to respond to initial notification within seventy-two (72) hours after its transmission; [b] the failure of notification due to deactivation of the Potential Winner's Account prior to receipt of notification; [c] Potential Winner's failure to respond to Sponsor's or Administrator's comment and direction; [d] Potential

Winner's Account "privacy" is set so that the Potential Winner's updates/responses/comments may not be visible by Sponsor; [e] Potential Winner's failure to include raw footage used to validate entrants entry; [f] Potential Winner's failure to provide Sponsor with satisfactory proof of age, identity and residency; [g] Potential Winner's failure to execute and return the Prize Claim Documents within five (5) days after they are e-mailed or mailed to the Potential Winner; [i] Potential Winner's failure to validly claim the Prize by May 31, 2018; and [j] any other non-compliance with these Official Rules. In the event of a Prize forfeiture, the Sponsor may, in its sole discretion, award or not award the forfeited Prize to an alternate Winner. Once a Potential Winner has completed all requirements in these Official Rules and been verified by Sponsor and/or Administrator, they will be declared a Winner. Odds of winning depend on the total number of eligible Entries received during the Contest Period.

3. PRIZE ("GRAND PRIZE" OR "PRIZE"):

Two (2) Grand Prize Winners will each receive one (1) Grand Prize:

- \$500 Cash Prize

4. PRIZE CONDITIONS:

If a Grand Prize Winner is a minor in his/her jurisdiction of residence, Guest must be his/her parent or legal guardian. Guest must be the age of majority in his/her jurisdiction of residence, unless such minor travel companion is the child or legal ward of the Grand Prize Winner. Guest must not be an employee, officer or director of Released Parties (defined above in Section 6) or a family member of the Released Parties. Each Winner's Guest must complete and return any paperwork required by Sponsor, including but not limited to a non-disclosure and/or publicity release.

In the event the Grand Prize cannot be awarded as stated, that Grand Prize will go unawarded. Costs and expenses associated with Grand Prize acceptance and use not specifically stated herein as being provided are the sole responsibility of each Winner. Grand Prize is non-transferable, non-negotiable, non-refundable and no substitution will be made except as provided herein at the Sponsor's sole discretion. All taxes (including, without limitation, U.S. federal, state and local taxes (including, but not

limited to income and withholding taxes), sales taxes, VAT, GST, PST, HST), and any other expenses not specifically included in the Prize description are the sole and exclusive responsibility of each Winner. All taxes are solely the responsibility of each Winner, who will receive an IRS Form 1099 reflecting the actual value of his/her Prize. Grand Prize will be awarded provided it is validly claimed by May 31, 2018, after which no alternate Winner will be selected, nor unclaimed Grand Prize awarded.

In the event there is a discrepancy or inconsistency between disclosure or other statements contained in any Contest promotional materials and the terms and conditions of these Official Rules, these Official Rules shall prevail and govern.

5. PRIVACY POLICIES AND DATA COLLECTIONS:

By entering this Contest, each Entrant agrees that the Sponsor and/or Administrator has the right to contact the Entrant via the Account used to post the Entry in order to administer and fulfill this Contest.

This Contest is in no way sponsored, endorsed or administered by, or associated with @ the Grounds.

6. CONDITIONS OF PARTICIPATION:

By entering this Contest and/or accepting any Prize you may win, you agree, represent and warrant that: [a] you will be bound by these Official Rules and the Sponsor's decisions, which shall be final in all respects; [b] the Entry will not be acknowledged or returned; [c] you release, indemnify and hold harmless each of the Released Parties from any and all liability for claims, injuries, losses or damages of any kind, including without limitation, death and bodily injury, resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of the Prize; participation in the Contest or any Contest -related activity or travel, or from any interaction with, or downloading of, computer information; [d] the Released Parties do not make any representation, warranty or guarantee, express or implied, relating to the Contest or the Prize; [e] a Winner's acceptance of a Prize constitutes the grant to Sponsor and assignment of an unconditional right to use said Winner's Video material, name, address (city and state only), voice, likeness, photograph, biographical and Prize information, statements

about the Contest and/or live and taped performances of interviews for any programming, publicity, advertising and Contest purposes without additional compensation, except where prohibited by law; [f] in the event viruses, bugs, unauthorized human intervention, Acts of God, acts or regulations of any governmental or supra-national authority, war, national emergency, accident, fire, riot, strikes, lock-outs, industrial disputes, acts of terrorism or other matters beyond the Sponsor's reasonable control, corrupt, prevent or impair the administration, security, fairness or proper play of the Contest, so that it cannot be conducted as originally planned, Sponsor has the right, in its sole discretion, to modify the Official Rules or to cancel, modify, terminate or suspend the Contest; and in such event, to select potential Winners by such method as Sponsor in its sole discretion shall consider equitable from all eligible Entries received prior to such termination or suspension; [g] the Released Parties are not responsible for failed, partial or garbled computer transmissions, or for technical failures of any kind, including but not limited to electronic malfunction or damage of any network, hardware or software and for typographical or other errors in the offer or administration of this Contest, including but not limited to: human errors, errors in the advertising, these Official Rules, selection and announcement of the Winners and distribution of the Prize; [h] the Released Parties are not responsible for any inability of a Winner to accept or use the Prize (or any portion thereof) for any reason; [i] Sponsor has the right to modify Prize award procedures at its sole discretion; [j] the Released Parties are not responsible for functions that may interfere with the Contest or your ability to timely enter; [k] you acknowledge that you are solely responsible for any actions, claims or liabilities of your Guest related to any Contest -related activity or travel; and [l] Released Parties are not responsible for any failure of delivery of potential Winner notification.

7. LIMITATIONS ON LIABILITY:

Released Parties are not responsible for illegible, lost, late, damaged, destroyed, inaccurate, delayed, incomplete, postage due, unintelligible, non-delivered, misdirected, stolen Entries; or for incomplete, inaccurate, lost, interrupted or unavailable network, satellite, telephone networks or lines, cellular towers or equipment (including handsets), computer on-line systems, computer equipment, software, viruses or bugs, servers or providers, or other connections, availability or accessibility; or for unauthorized access to, or alteration of Entries; or miscommunications, failed computer, telephone, cellular, satellite, or cable

transmissions, lines or other technical failure; or for jumbled, scrambled, delayed, or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties; or for any other errors of any kind, whether human, technical, mechanical, electronic or network, including, without limitation, any errors which may occur in connection with the administration of the Contest or in any Contest -related materials; or for the incorrect or inaccurate capture of Entry or other information, or the failure to capture any such information. Persons who tamper with or abuse any aspect of the Contest or Account used, as solely determined by the Sponsor, will be disqualified (and all associated Entries will be void), and Sponsor reserves the right to terminate such Entrant's eligibility to participate in this or any other Contest offered by Sponsor. Released Parties are not responsible for injury or damage to Entrants' or to any other person's computer, electronic device or mobile device related to or resulting from participating in this Contest. Without limiting the release provided above, and for greater certainty, Released Parties will not be liable for (a) any incomplete or inaccurate information, whether caused by wireless device users or by any equipment or programming associated with or utilized in the Contest, or by any technical or human error which may occur in the processing of Entries; (b) the theft, destruction or unauthorized access to, or alteration of, Entries; (c) any problems with or technical malfunctions of telephone networks or lines, computer on-line systems, servers or providers, computer equipment, software, viruses or bugs; (d) any failure of any message to be received by or from Sponsor for any reason including but not limited to traffic congestion on the Internet or wireless waves or at any website or combination thereof; or (e) damage to an Entrant's or other person's system or equipment occasioned by participation in this Contest.

8. DISPUTES:

Entrant (or Entrant's parent if Entrant is deemed a minor in the state of his/her residence) agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any Prize awarded, other than those concerning the administration of the Contest or the determination of the Winners, shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (c) 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

9. WINNERS' LIST:

For an official Winners' list (available after 5/31/18) send a self-addressed, stamped envelope to: P.O. Box [424 Elverta Ca 95626](#). Official Rules may also be obtained during the Contest Period at www.adventurefaire.com