



# GIANT DIPPER 100th ANNIVERSARY ART CONTEST

## OFFICIAL RULES



**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.** Giant Dipper 100th Anniversary Contest (the "Promotion") begins at 9:00:00 AM Pacific Daylight Time ("PDT") on May 17, 2024 and ends at 12:00:00 PM PDT on August 16, 2024 (the "Promotion Period"). The Promotion contains a game of chance ("Sweepstakes"). The computer clock of the Sponsor (defined below) is the official time-keeping device in the Promotion.

- 1. ELIGIBILITY:** The Promotion is open only to legal residents of the United States and the District of Columbia, who are 18 (except Alabama and Nebraska 19 and 21 in Mississippi) years of age or older as of date of entry. Parents or legal guardians of children under 18 may submit entries on behalf of a minor. Santa Cruz Seaside Company Employees and Santa Cruz Seaside Company Concessionaires and their employees are not eligible to win the Grand Prize or Boardwalk Tickets. By participating, you agree to these Official Rules and to the decisions of the Sponsor, which are final and binding in all respects. Void in any state not listed above and where prohibited by law, rule or regulation. All federal, state and local laws and regulations apply.
- 2. HOW TO ENTER THE PROMOTION:** To enter, visit <https://dipper.beachboardwalk.com/> (the "Website") during the Promotion Period. Enter by entering your true and correct information on the registration form in the required fields (required fields include: Full Name, Zip Code, Phone Number and Email Address). You will then be asked to upload an image via your PC or mobile device. Acceptable formats of the photo include JPG, JPEG, PNG, GIF, and PDF files that do not exceed 30M. All person(s) who enter the Promotion are considered Entrants.
- 3. CHOOSE A CATEGORY:** Choose the correct category when uploading your images.  
Photography: Entry must be your own original photograph of the Giant Dipper. Due to ride safety rules, photographs taken from a ride or from a drone are not eligible.  
Fan Art: Entry should show your original drawing, painting or other 2D artistic rendering of the Giant Dipper.  
Other: Entry should show your original creative work that doesn't fit into other two categories. Examples include quilts, poems, cakes, and model roller coasters.

After your Entry is approved by the Sponsor, based on compliance with the "Requirements of Entries" listed below, you will earn one (1) Entry into the Sweepstakes ("Sweepstakes Entry"). Limit three (3) Entries per person.

Except where prohibited by law, by submitting an Entry, Entrant expressly consents to and hereby grants to the Sponsor (and its licensees) the right and license to use, in its sole discretion, Entrant's name in any form of media, now known or hereafter created, worldwide, without further permission, payment, or consideration, for promotional purposes in connection with the Giant Dipper 100th Anniversary Celebration. Further, Entrant hereby grants to the Sponsor (and its licensees) a non-exclusive, worldwide, royalty-free, transferable, sublicensable, perpetual and irrevocable license to copy, display, perform, distribute, create derivative works and otherwise use or exploit any photographs, artwork and/or other copyrightable works submitted by Applicant to the Sponsor in connection with the Promotion (the "Entrant Materials"), in any form of media, now known or hereafter created, worldwide, without further permission, payment, or consideration, for promotional purposes in connection with the Giant Dipper 100th Anniversary Celebration. Entrant Materials submitted by Entrants will not be returned to Applicants. Except as expressly provided in these Official Rules, Entrant retains all rights to the Entrant Materials.

By submitting an Entry, Entrant hereby grant permission for your Entry to be posted on the Sponsor's website and social media sites and otherwise used generally in Sponsor's marketing and promotion efforts. You agree that Promotion Parties are not responsible for any unauthorized use of Entries by third parties. Promotion Parties do not guarantee the posting of any Entry.

**REQUIREMENTS OF ENTRIES:** Entries may not contain, as determined by the Sponsor, in its sole discretion, any content that:

- is sexually explicit; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- is obscene or offensive; endorses any form of hate or hate group;
- appears to duplicate any other submitted entries;
- defames, misrepresents or contains disparaging remarks about other people or companies;
- contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, without permission. Note images containing Santa Cruz Beach Boardwalk of Giant Dipper logo/trademarks are acceptable;
- contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- contains 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;
- contains any individual other than you and/or any materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without providing legal releases for such use in a form satisfactory to Sponsor;
- contains look-alikes of celebrities or other public or private figures, living or dead;
- communicates messages or images inconsistent with the positive images and/or good will to which Sponsor wishes to associate; and/or
- violates any law.

By submitting an Entry, you represent and warrant that your Entry is original to you, that the Entry nor its contents infringes upon or violates the rights of any third party, including any copyrights, trademarks, rights of privacy, publicity or other intellectual property. By submitting an Entry, you warrant and represent that you consent to the submission and use of the Entry in the Contest and to its use as otherwise set forth herein.

By submitting an Entry, you acknowledge and agree that Sponsor may receive other Entries under this Promotion that may be similar or identical to the Entry submitted by you, and you waive any and all claims you may have had, may have, and/or may have in the future, that any other Entry reviewed and/or used by Sponsor may be similar to your Entry and you understand that you will not be entitled to any compensation because of Sponsor's use of such other similar or identical material.

- 1. PROMOTION WINNER/ODDS:** On or about August 19, 2024, the Sponsor will select the top 6 entries from all eligible Entries received within the Promotion Period. The 6 finalists selected by Sponsor will be posted on Sponsor's Facebook page on or about August 19, and Facebook Fans will be invited to vote to help determine (1) Grand Prize winner. Winners will be announced on or about August 23, 2024. Odds of winning the Grand Prize depend on the number of eligible Entries received.
- 2. WINNER NOTIFICATION:** The potential prize winners will be notified by email and/or phone within three (3) business days of winner selection or as soon as reasonably practicable. Potential winners will have ten (10) days to respond to winning notification before forfeiting their prize. Any winner of a prize package valued at \$600 or more will be sent an Affidavit of Eligibility/Liability Release via email. All forms must be completed, signed, notarized and returned to Sponsor within ten (10) days of date of issuance. Potential winner becomes the "Winner" only after verification of eligibility by Sponsor. If such potential winner cannot be contacted within a reasonable time period, if the potential winner is ineligible, if any notification is returned undeliverable, or if the potential winner otherwise fails to fully comply with these Official Rules, he/she will forfeit that prize and an alternate winner will be selected from among all remaining entries for that drawing.

**PRIZES/PRIZE RESTRICTIONS:** Five finalists and a Grand Prize Winner will receive prizes.

**GRAND PRIZE:** One (1) Grand Prize will be awarded, they will receive:

- Four (4) Ride Wristbands to the Santa Cruz Beach Boardwalk
- Four (4) Miniature Golf tickets
- Four (4) Laser Tag tickets
- \$100 MyBoardwalk Card for food, games, or retail
- Giant Dipper 100th Merchandise: bag, pin, hoodie, water bottle

The Approximate Retail Value ("ARV") of the Grand Prize is \$558.00

**FINALIST PRIZE:** Each of five (5) Finalists will receive:

- Two (2) Ride Wristbands to the Santa Cruz Beach Boardwalk
- The Approximate Retail Value("ARV") of each Finalist prizes is \$140.00

The Total ARV for all prizes is \$1,258.00

**PRIZE RESTRICTIONS:** Limit of one (1) Promotion Prize per person/per household. All Promotion prizes will be fulfilled approximately four (4) to six (6) weeks after the Promotion has ended. Prizes will be awarded only upon winner redemption, confirmation, verification and final approval by Sponsor. No substitution, transfer of any prize or cash alternative permitted, except by Sponsor who reserves the right, in its sole discretion, to substitute a prize of equal or greater value, if prize, or portion of prize, becomes unavailable. Promotion Parties are not responsible for late, lost, stolen, damaged, delayed, or undelivered prizes.

PRIZES ARE AWARDED "AS IS" WITH NO GUARANTEE. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY THE PROMOTION PARTIES. ALL PRIZE DETAILS ARE AT SPONSOR'S SOLE DISCRETION. ANY COSTS AND EXPENSES ASSOCIATED WITH PRIZE ACCEPTANCE AND USE NOT SPECIFIED HEREIN AS BEING PROVIDED ARE WINNERS' SOLE RESPONSIBILITY.

- 1. GENERAL:** Each winner hereby expressly grants to the Promotion Parties and their respective designees all rights to use and publish his/her name, likeness (photographic or simulated), voice, and province of residence for all purposes, including without limitation, advertising, marketing, promotional and publicity purposes in connection with this Promotion ("Advertising"), in any and all media now or hereafter devised, worldwide in perpetuity, without any form of notice or any amount or kind of compensation or permission, except where prohibited by applicable law. All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsor and/or its licensors, and each winning participant hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Sponsor and/or its licensors, and each winner hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of such winning recipient's name, likeness or voice under contract, tort or any other theory of law. The Promotion Parties do not assume any responsibility for any disruption in the Promotion Parties, including but not limited to the failure or interruption of Facebook or any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Promotion materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. In no event will more prizes be awarded than those listed in Rule #5. All federal, state, and local laws and regulations apply. All decisions as to these Official Rules and interpretations thereof are exclusively within the sole discretion of the Promotion Parties and may be changed from time to time without notice. The Promotion Parties reserve the right to cancel or modify the Promotion at any time without notice. A potential winner may be requested to provide the Sponsor with proof that the potential winner is the authorized account holder of the email address associated with the winning Entry. If, in Sponsor's sole determination, a dispute cannot be resolved, the Entry will be deemed ineligible. Entries generated by a script, macro or other automated means will be disqualified. Entries that are incomplete, garbled, or corrupted are void and will not be accepted.

- 2. CONDUCT:** By participating in this Promotion, you agree to be bound by these Official Rules and the decisions of the Promotion Parties, which shall be final, binding and non-appealable in all respects. Failure to comply with these Official Rules may result in disqualification. The Promotion Parties reserve the right at their sole discretion to disqualify any individual found to be tampering with the participation process or the operation of the Promotion, or to be acting in any manner deemed by the Promotion Parties to be in violation of the Official Rules, or to be acting in any manner deemed by the Promotion Parties to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person and void all associated Entries and/or registrations. CAUTION: ANY ATTEMPT BY A USER, YOU OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE PROMOTION PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
- 3. LIMITATIONS OF LIABILITY:** The Promotion Parties assume no responsibility or liability for (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, Entries, URLs, or emails; (b) any incorrect or inaccurate Entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of Entries or registrations at any point in the operation of this Promotion; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Promotion; (e) inaccessibility or unavailability of the Internet or the Web Site or any combination thereof or for computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of Entries, social networking posts, or registrations, the announcement of the prizes, or in any other Promotion-related materials; or (f) any injury or damage to participants or to any other person's computer which may be related to or resulting from any attempt to participate in the Promotion. If, for any reason, the Promotion (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, then the Promotion Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Promotion in whole or in part. If terminated, the Promotion Parties will award the prizes from among all non-suspect, eligible Entries received for the Promotion up to the time of such action.
- 4. RELEASES:** All participants, as a condition of participation in this Promotion, agree to release, hold harmless and indemnify the Promotion Parties from and against any and all liability, claims, damages, or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained, in whole or in part, directly or indirectly, in connection with (i) participation in any aspect of the Promotion, (ii) the receipt, ownership or use of the prize awarded, including any travel associated with any prize, (iii) participant's registration material on any related website, or (iv) any typographical or other error in these Official Rules.
- 5. CHOICE OF LAW AND JURISDICTION:** Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants or winners, Sponsor in connection with this Promotion, 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 or provisions (whether of the state of California or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than the state of California. Any action seeking legal or equitable relief arising out of or relating to the Promotion or these Official Rules shall be brought only in the courts of the state of California. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have.
- 6. PRIVACY:** Except as noted in these Official Rules, information collected for this Promotion is used only for the purpose of Promotion administration and winner notification and will not be re-used, sold or shared in any manner by the Promotion Parties or any third parties unless you have elected to receive additional information or promotional material from the Sponsor, or a third party. By participating in the Promotion, participant agrees to all of the terms and conditions of the Sponsor's Privacy Policy, which is available at <http://beachboardwalk.com/privacy> in the event of any discrepancy between the Sponsor's Privacy Policy and these Official Rules, these Official Rules shall control and govern.
- 7. TAX INFORMATION:** All federal, state, local, and other taxes on prizes and any other costs and expenses associated with prize acceptance and use not specified herein as being provided, are the sole responsibility of the applicable winner. A 1099 tax form (preceded by a W9 Form) will be issued to the Grand Prize Winner.
- 8. WINNERS LIST:** To receive the list of winners of prizes, send a #10 self-addressed, stamped envelope for receipt by October 31, 2024 to: Giant Dipper 100th Anniversary Winners List Request, c/o Santa Cruz Beach Boardwalk, 400 Beach Street, Santa Cruz, CA 95060.

**SPONSOR:** Santa Cruz Beach Boardwalk, 400 Beach Street, Santa Cruz, CA 95060