

Inspiration Oregon

Official Promotion Rules

1. DESCRIPTION: NO PURCHASE NECESSARY TO ENTER OR WIN. The Inspiration Oregon (Chapter I) Promotion (the “Contest”) runs from 2:00pm PDT on March 25, 2020 until 5:00pm PDT on April 8, 2020 (“Contest Period”) and entries will be accepted from 2:00pm PDT on March 25, 2020 until 5:00pm PDT on April 1, 2020 (“Contest Submission Period”). The Contest provides eligible entrants (each, an “Entrant” and collectively, “Entrants”) with the opportunity to enter the Contest by making a submission as provided in these Official Rules (the “Submission”) to potentially win a prize set forth in Section 4 hereto (the “Prize”). The sponsor of this Contest is Oregon Governor’s Office of Film & Television (“Sponsor”).

2. ENTRANT & SUBMISSION ELIGIBILITY: In order for an Entrant to participate in the Contest and to be considered as a potential “Winner” (as defined below) the Entrant and the Submission must meet the following eligibility criteria:

- Entrant must be at least thirteen (13) years of age at the time of entry;
- Entrant must be a legal resident of Oregon;
- Entrant must **NOT** be under any contractual obligation that would conflict with this Contest; and
- Officers, directors, employees, agents and representatives of Sponsor and its affiliated and related companies or agencies, and/or any person or company working directly on the Contest (collectively, the “Contest Entities”), together with the immediate family members and/or those living in the same household of such persons (collectively, “Household Members”), are not eligible to participate in the Contest. For purposes of the Contest, “Household Members” shall mean those people who share the same residence at least three months a year, whether or not related; “Immediate Family Members” shall mean parents, step-parents, legal guardians, children, step-children, siblings, step-siblings, or spouses, regardless of where they live.

Submissions are subject to the following Content Restrictions:

- Submission should not contain material that infringes or violates any right of a third party including: (1) copyright, patent, trademark, trade secret or other proprietary or contractual rights; (2) right of privacy or publicity; or (3) any confidentiality obligation. For example, Submission should NOT contain reference to sport team logos, celebrities, names or logos of businesses, music or lyrics, or clips from television shows or movies.
- Submission should NOT include third parties/people, who have not expressly authorized in writing the Entrant to feature their name, image, likeness or voice in the Submission or otherwise use such name, image, likeness or voice in accordance with these Official Rules. If applicable, selected Winners may be required to verify such authorization in the form of a release.
- Submissions should NOT contain subject matter which is, or could be considered, in the sole discretion of Contest Entities, obscene, pornographic, violent (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), defamatory, libelous, discriminatory (based on race, sex, religion, natural origin, physical disability, sexual orientation or age), illegal (e.g., illegal gambling, underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane, hateful, degrading, harassing, or otherwise unlawful, tortious or objectionable;
- Submission should NOT contain any content that is protected by copyright (without the express prior written consent of the owner of such right) or include any recognizable locations or include names and/or descriptions of any copyrighted media production, including, without limitation, films, books, television programming, etc., or identifying descriptions of any media property; and
- Submissions must NOT contain any derogatory references to any Contest Entities.

The Contest Entities reserve the right to not consider Submissions that do not follow the Content Restrictions above. Contest Entities reserve the right to request that an Entrant edit or completely remove any content that may intentionally or unintentionally violate the Official Rules. Contest Entities will determine in their sole discretion which Submissions have satisfied the eligibility requirements.

3. HOW TO ENTER: During the Contest Submission Period, an Entrant must submit to Sponsor a short, fun, entertaining video (up to 90 seconds, maximum) telling us a story about what is inspiring you during this unprecedented time. Please observe all of the [recommendations and guidelines of the CDC](#) and the notices and restrictions from state and local officials, including social distancing and staying at home, for the creation of your submission. All entries must be submitted via e-mail to: makeit@oregonmade.org. Entries must follow the following format:

- Please email your video as an attachment to the email above and include:
 - SUBJECT: “Inspiration Oregon Submission - Chapter I”
 - BODY OF EMAIL:
 - Title of the Video,
 - Your Name,
 - Email Address,
 - Your Physical Address and

- Your Phone Number.

There is no limit to the number of entries submitted during the Contest Submission Period; provided, however, that (i) Prize is limited to one (1) Prize per Entrant; and (ii) any deliberate attempt to manipulate the entry process or produce an excessive number of entries (as determined by the Contest Entities in their sole, good faith discretion) may result in disqualification of the Entrant. Entries generated by a macro, script or other automated means will be disqualified. Entrants must provide all information requested on entry form to be eligible to win. **ELIGIBLE ENTRANTS MUST SUBMIT THE SUBMISSION IN ACCORDANCE WITH THESE OFFICIAL RULES. NO OTHER METHOD OF SUBMISSION WILL BE ACCEPTED.** Participation in the Contest constitutes Entrant's understanding of and full and unconditional agreement to and acceptance of these Official Rules. The Contest Entities reserve the right to disqualify any Entrant that Contest Entities determine to be in violation of any term contained in these Official Rules.

4. PRIZE: Ten (10) winners will receive the following Prize: \$500 check. **Approximate Retail Value ("ARV"): \$500**

By entering this Contest and accepting the Prize, the Winner agrees to maintain their behavior in accordance with all applicable laws, rules, and generally accepted social practices in connection with participation in any Contest or prize-related activity. The Winner understands and agrees that the Contest Entities and other prize providers have the right, in their sole discretion, to disqualify if the Winners at any point are uncooperative, disruptive, or may or does cause damage to person, property, or the reputation of a Contest Entity or otherwise violate the policies of the prize providers as determined in the sole discretion of the Contest Entities.

5. ODDS OF WINNING: Odds of winning the Prize depend on the number of eligible entries received during the Contest Submission Period.

6. WINNER SELECTION AND NOTIFICATION: All submitted videos will then be posted at the same time. All submissions will be posted to Oregon Film's Vimeo site and stay online for viewing and voting for 7 days until Wednesday, April 8 at 5:00 pm PDT when the votes will be tallied to determine the winners. The top 10 vote getters (as measured by the number of "likes" the video gets on the Oregon Film Vimeo page and subject to one (1) Prize per Entrant) will each be a Winner of the Prize. The potential winners will be required to sign and return to Sponsor, within forty-eight (48) hours' notice or attempted notice is sent, an affidavit of eligibility and liability/publicity release in order to claim his/her prize (collectively, the "**Prize Claim Documents**"). If a potential winner cannot be contacted, or fails to sign and return the affidavit of eligibility and liability/publicity release within the required time period, potential winner forfeits prize. Potential winner must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. In the event that a potential winner is disqualified for any reason, Sponsor may award the applicable prize to an alternate winner. Winner is solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the redemption of the Prize.

7. CONTEST ENTITIES' RIGHT TO DISQUALIFY: At any time during the Contest, the Contest Entities reserve the right, in their sole discretion, to disqualify and remove any Entrant for any reason. The decisions of the Contest Entities on this and all matters relating to the Contest are final and binding.

8. CONDITIONS OF CONTEST ENTRY: As a condition of entry into the Contest, each Entrant: (i) without limiting the rights granted to the Contest Entities and their affiliates, legal representatives, assigns, agents, and licensees, irrevocably grants to the Contest Entities and their affiliates, legal representatives, assigns, agents and licensees the worldwide, royalty-free, non-exclusive right and license to publish, post, broadcast, or display the Entrant's name, state of residence, approved image, approved biographical material, and Submission, and any other approved materials submitted by and/or relating to the Entrant and arising out of his/her participation in this Contest (collectively, the "**Additional Materials**") on the Oregon Film website (OregonFilm.org), Oregon Film Vimeo site, and OregonMade.org, without additional review, compensation, or approval from the Entrant or any other party, except as prohibited by law; and (ii) agrees to release, indemnify and hold the Contest Entities, Vimeo, and their respective affiliates, officers, directors, members, agents, representatives, co-branders, or other partners, and any of their employees (collectively, the "**Contest Indemnitees**"), harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees), and liabilities (including settlements), brought or asserted by Entrant or any third party against any of the Contest Indemnitees arising out of or in connection with (A) the Submission, (B) any breach by the Entrant of any warranty, agreement or representation contained in these Official Rules or terms of service, or in any documentation approved, submitted or agreed to by the Entrant, including any Additional Materials, (C) the Entrant's and/or guest's conduct during and in connection with this Contest, (D) the acceptance, use or misuse of the Prize, or (E) Entrant's participation in the Contest.

9. GENERAL RULES: The Contest is governed by and subject to the laws of the state of Oregon. All federal, state, and local laws and regulations apply. Void where prohibited by law. Entrants agree to be bound by these Official Rules and the decisions of the Contest Entities, which are final and binding on all matters relating to the Contest. The Contest Entities are not responsible for any typographical or other errors in the printing of the offer, administration of the Contest or the announcement of the Prize, or for lost, late, misdirected, damaged, incomplete, or illegal entries. By entering or participating in this Contest Entrants waive the right to claim any ambiguity or error in the Official Rules or in the Contest itself. Contest Entities reserve the right to modify these Official Rules

for clarification purposes without materially affecting the terms and conditions of the Contest or cancel the Contest. The Contest Entities reserve the right at their sole discretion to disqualify any Entrant found to be (a) tampering or attempting to tamper with the entry process or the operation of the Contest or the Contest Entities' website(s), (b) violating these Official Rules, (c) violating the terms of service, conditions of use, and/or general rules or guidelines of Vimeo or of any Contest Entities' property or service, or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. If any provision of these Official Rules is found to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Official Rules and shall not affect the validity and enforceability of any remaining provisions. Headings and captions are used in these Official Rules solely for convenience of reference, and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof. NONCOMPLIANCE WITH ANY OF THE OFFICIAL RULES MAY RESULT IN DISQUALIFICATION. ANY VIOLATION OF THESE OFFICIAL RULES BY AN ENTRANT OR ANY BEHAVIOR BY AN ENTRANT THAT WILL BRING SUCH ENTRANT OR THE CONTEST ENTITIES INTO DISREPUTE (IN THE CONTEST ENTITIES' SOLE DISCRETION) WILL RESULT IN SUCH ENTRANT'S DISQUALIFICATION AS AN ENTRANT AND ALL PRIVILEGES AS AN ENTRANT WILL IMMEDIATELY BE TERMINATED. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE THE CONTEST ENTITIES' WEBSITE(S) OR ANY OTHER WEBSITE ASSOCIATED WITH THE CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE CONTEST ENTITIES RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

- (i) All Submissions will be selected and screened for eligibility and/or disqualification by Contest Entities.
- (ii) In the event an insufficient number of eligible entries are received and/or Contest Entities are prevented from awarding the Prizes or continuing with the Contest as contemplated herein by any event beyond their control, including, but not limited to, fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Contest Entities' control (each a "**Force Majeure**" event or occurrence), then subject to any governmental approval that may be required, Contest Entities shall have the right to modify, suspend, or terminate the Contest.
- (iii) If the Contest is terminated before the expiration of the Contest Period for any reason, Contest Entities will (if possible) select the Winner(s) from all eligible, qualified entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each Entrant's sole and exclusive remedy under such circumstances. Contest Entities may substitute the type and quantity of Prize(s) described in these Official Rules at their sole discretion.
- (iv) In the event of a dispute concerning who submitted an entry, the entry will be declared to have been made by the authorized account holder of the e-mail account that submitted the winning entry, but only if that person meets all other eligibility criteria. Illegible, incomplete, mechanically reproduced, false, fraudulent, and/or deceptive entries or acts shall render Entrants ineligible. An authorized account holder is defined as the natural person who is assigned to an account by a valid email address or other credential required by such e-mail provider to authenticate an account holder. Each Winner may be required to provide Contest Entities with proof that he/she is the authorized account holder for the e-mail account associated with the winning entry. If a dispute cannot be resolved to Contest Entities' satisfaction, the entry will be deemed ineligible.
- (v) These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with the law by a duly authorized representative of Contest Entities. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

10. RELEASE / LIMITATIONS OF LIABILITY: Entrants agree that the Contest Entities, Vimeo and any and all Internet server(s) and access provider(s), web site hosts and facilitators and cellular provider(s), and each of their respective affiliates, subsidiaries, parent corporations, and advertising and promotional agencies, and all of their officers, directors, members, shareholders, employees, representatives, and agents (collectively, "**Releasees**") are not responsible for any technical malfunctions that may occur in connection with or during participation in the Contest or any Contest-related activity; any error, omission, interruption, deletion, defect, delay in operation or transmission; failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, email, players or browsers, whether on account of technical problems, traffic congestion on the Internet or at any website, or on account of any combination of the foregoing (including, without limitation, any such problems which may result in the inability to access the Contest; any injury or damage to Entrant's or any other person's computer, tablet or mobile phone relating to or resulting from participation in the Contest; theft, tampering, destruction, or unauthorized access to, or alteration of, entries; data that is processed late or incorrectly or is incomplete or lost due to telephone, computer, tablet or electronic malfunction or traffic congestion on telephone lines, mobile networks, or the Internet or any web site or for any other reason

whatsoever; incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due submissions or prize notifications; typographical, printing, or other errors; or any combination thereof. If, for any reason, 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 the Contest Entities which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, the Contest Entities reserve the right at their sole discretion to cancel, terminate, modify or suspend the Contest in whole or in part (including, without limitation, any Contest date or deadline) and may select a Winner from among those eligible Entrants from that portion of the Contest that has not been compromised, if any. Proof of submitting information is not considered proof of delivery or receipt. IN NO EVENT WILL THE CONTEST ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS), ARISING OUT OF OR IN CONNECTION WITH THE CONTEST.

11. DISPUTES/GOVERNING LAW: Except where prohibited, as a condition of participating in the Contest, each Entrant agrees that any and all disputes which cannot be resolved between the parties, claims and causes of action arising out of or connected with this Contest, or the Prize awarded, or the determination of the Winner shall be resolved individually, without resort to any form of class action. Further, in any such dispute, under no circumstances will any Entrant be permitted to obtain awards for, and hereby waives all rights to claim, punitive, incidental, or consequential damages, or any other damages, including attorneys' fees, other than Entrant's actual out-of-pocket expenses and each Entrant further waives all rights to have damages multiplied or increased. All issues and questions rights and obligations of Entrant in connection with the Contest shall be governed by, and construed in accordance with, the laws of the State of Oregon, U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings as set forth in these Official Rules shall take place in the State of Oregon, County of Multnomah. The parties waive rights to trial by jury in any action or proceeding instituted in connection with these Official Rules and/or this Contest.

12. WINNERS LIST/RULES REQUESTS: For a copy of these Official Rules or the winner list, send a stamped, self-addressed envelope to: "Inspiration Oregon Promotion" c/o Oregon Film & Television Office, 123 NE 3rd Avenue, Suite 210, Portland 97232. VT residents may omit return postage.