

**On RCPD website RanchoCordovaPD.com**

**The Rancho Cordova Police Department Name Our Officer Contest (the “Contest”)**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

**PURPOSE**

This Contest is offered to individuals to encourage participation in naming the Rancho Cordova Police Department’s Officer Pen. Entry in the Contest does not constitute entry into any other promotion, contest, or sweepstakes. By participating in the Contest, each entrant accepts and agrees to comply with and abide by these Official Rules and the decisions of The Rancho Cordova Police Department (“Sponsor”), 2897 Kilgore Road, Rancho Cordova, CA 95670 (“Sponsor”), which shall be final and binding in all respects. The Contest is not sponsored, endorsed or administered by Instagram, Inc.

**ELIGIBILITY**

The Contest is open exclusively to individuals located within the 50 United States and District of Columbia that are 18 years of age or older at the time of Contest entry (“Eligible Individuals”) and have a valid Instagram account. Void where prohibited, taxed, or restricted by law. Limit of one entry per eligible entrant applies, regardless of entry method. Employees of the City of Rancho Cordova and the Rancho Cordova Police Department and the immediate family members and/or those residing in the same household of each are ineligible to enter the Contest or win a prize. Sponsor reserves the right to disqualify any participant if Sponsor determines that the Eligible Individual’s participation in the promotion or receipt of a reward or prize would violate federal, state, or local law or City policies.

**CONTEST DETAILS**

The Contest will commence on Monday, August 20, 2018 at 3 PM pacific time (“PT”). The Contest will end on Friday, August 31, 2018 at 5 PM PT (the “Promotion Period”). How to Enter: Eligible Individuals must complete the following steps during the Promotion Period:

- 1) Visit the Rancho Cordova Police Department Instagram page at <https://www.instagram.com/ranchocordovapd/>; and
- 2) Follow the page, locate the Rancho Cordova Police Department Name Our Officer post, and enter one or multiple name idea(s) in the comment section.
- 3) Individuals with one or more name idea(s) entered by 5 PM PT on the day the Contest will end are eligible to win a prize.
- 4) A judging panel comprised of employees selected by the Sponsor will review the name idea(s) and select the top names by Friday, September 7, 2018 at 5 PM PT.
- 5) Individuals will then be able to select the winning name during a live voting event on the Rancho Cordova Police Department’s Instagram page on Wednesday, September 12, 2018.
- 6) Check the Rancho Cordova Police Department’s Instagram page on Monday, September 17, 2018 to see if you are the winner.

7) The winner must direct message the Rancho Cordova Police Department via Instagram to claim his/her prize.

Eligible Individuals must have a valid Instagram account to participate (which can be obtained at no cost). Entries that are late, lost, stolen, tampered with, illegible, incomplete, mechanically reproduced, inaccurate, forged or otherwise not in compliance with these Terms and Conditions will be disqualified. Individuals may enter once for each daily trivia question throughout the Promotion Period. Tampering with the entry process or the operation of the Contest, including but not limited to the use of any device to automate the entry process, is prohibited and any entries deemed by Sponsor, in its sole discretion, to have been submitted in this manner will be void. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. The Sponsor shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Contest by any technical or human error, which may occur in the processing of the entries in the Contest. The Sponsor assumes no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries.

#### WINNER NOTIFICATION

The winner(s) will be posted to Sponsor's Instagram page on Monday, September 17, 2018. The winner(s) must check the Instagram page and notify sponsor via Instagram Direct Message to claim their prize. If, despite reasonable efforts, a potential winner does not respond by Friday, September 21, 2018 or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize. If any potential winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential winner will be disqualified. If there are still no confirmed winners of such applicable prize after attempts have been made, if any, such prize may go unawarded. Potential winners must continue to comply with all terms and conditions of these Official Rules, and understand that the results and decisions of Sponsor are final in all respects. Winning is contingent upon fulfilling all requirements. In the event that the potential winner is disqualified for any reason, the prize will go unawarded.

#### PRIZE

Eligible participants that enter the Contest are entering to win an RCPD gift bag and four (4) tickets to the California Capital Airshow for use on Saturday, September 22, 2018 or Sunday, September 23, 2018 at Mather Airport.

Actual prize(s) may vary. All details and other restrictions of the prize not specified in these Official Rules will be determined by Sponsor in its sole discretion. No cash alternative or substitution of the prize will be allowed, except Sponsor reserves the right in its sole discretion to substitute prize of comparable value if any prize listed is unavailable, in whole or in part, for any reason. The winner shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. Potential winner(s) will be required to execute an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, "Prize Claim Documents"). If any potential winner fails or refuses to sign and return all Prize Claim Documents by Friday, September 21, 2018, the winner may be disqualified and an alternate winner may be selected. Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Contest. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH

WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. For any legally required winner's list, please send a self-addressed stamped envelope by September 1, 2018 to "Name Our Officer" Contest ATTN: Communications Department, City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, CA 95670.

#### CONTEST GENERAL LIABILITY RELEASE/FORCE MAJEURE

Acceptance of a prize constitutes winner's permission for the Sponsor to use Eligible Individual's name, image, trademark, contact information, statements and address (city and state only) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation. Eligible Individual agrees that Sponsor and Instagram (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Contest or any Contest-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Sponsor and Instagram assumes no responsibility for any damage to an entrant's, or any other person's, computer system which is occasioned by accessing the Website or otherwise participating in the Contest, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor and Instagram is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due submissions or prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Contest or the Website, to be acting in violation of these Official Rules, or to be acting in an unsportsman-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. If a dispute as to the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. Sponsor reserves the right to modify, extend, suspend, or terminate the Contest if it determines, in its sole discretion, that the Contest is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Contest as contemplated herein. In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding prizes or continuing with the Contest as contemplated herein by any event beyond its 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 Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, or terminate the Contest. If the Contest is terminated

before the designated end date, Sponsor will (if possible) select the winner in a random drawing from all eligible, non-suspect 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. Only the type and quantity of prizes described in these Official Rules will be awarded. If for any reason, more bona fide winners come forward seeking to claim prizes in excess of the number of each type of prize set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of prizes available in the prize category in question may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s). Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these 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 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.

#### PRIVACY POLICY

Sponsor/City will not release to any third party unaffiliated with the contest any private contact information submitted with an entry, such as street address or phone number.

#### CONTACT

Inquiries related to signing up for Contest should be directed to Ashley Downton at [adownton@cityoffranchocordova.org](mailto:adownton@cityoffranchocordova.org).

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