

Let's Can It Austin "Pick-Up Lines" Contest Rules

August 13 – September 7, 2014

By entering the Let's Can It Austin "Pick-Up Lines" contest (the "Contest"), the Entrant acknowledges that he/she has read and understands the following rules, terms, and conditions:

Sponsors:

The Contest is hosted by the City of Austin.

Purpose:

The purpose of the Contest is to call attention to litter prevention and to invite the public to submit pick-up lines ("Submissions") for a potential future program name and/or slogan.

Eligibility:

This Contest is open to legal residents of the fifty (50) United States or the District of Columbia, aged eighteen (18) or older as of the date of entry. Participating in the Contest constitutes Entrant's full and unconditional agreement to and acceptance of these Official Contest Rules ("Official Rules"), which are final and binding on all matters relating to this Contest. This Contest is subject to all applicable federal, state, and local laws. VOID WHERE PROHIBITED.

To be eligible to win, submissions must be received by voicemail or text on the contest phone line by 11:59 pm on September 7, 2014. Entrants are eligible to win a prize described in the "Prizes" section below and eligible to win more than one prize for multiple winning entries.

Prizes and Odds of Winning:

Entrants are eligible to win one or more of the following prizes.

- **1st Place** – Ten (10) 80-punch entry cards for Barton Springs and all Austin municipal pools
- **2nd Place** – Five (5) 80-punch entry cards for Barton Springs and all Austin municipal pools
- **3rd Place** – Three (3) 80-punch entry cards for Barton Springs and all Austin municipal pools

Punch cards may be used for entry at Barton Springs pool and all Austin municipal pools. Punch cards may be used for multiple person entry per visit, and do not expire. For more information on punch cards, please visit: <https://austintexas.gov/page/pool-fees-rentals>.

The odds of winning a prize depend on the total number of eligible entries received. No cash or substitution of prizes is permitted. City of Austin reserves the right to substitute alternate prizes of equal or same value at its sole discretion.

Prohibitions:

Entrant represents and warrants each Submission is suitable for display or publication; it does not contain any obscene or profane material; does not contain any defamatory statements; does not contain words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation, or socioeconomic group; it does not reference any illegal activities; it does not invade the privacy or other rights of any person, firm, or entity; it does not contain trademarks, logos, or trade dress owned by third parties; does not contain any third person's personal information, such as personal names or e-mail addresses; does not contain materials owned by third parties; and does not violate any law or regulation. Submissions containing profanity or other content not suitable for all ages will be ineligible to win.

All Submissions will be reviewed for content before being judged; however such review does not relieve the Entrant from responsibility for compliance with all of these Official Rules. Entries that do not comply with these Official Rules or that otherwise contain prohibited, or inappropriate contents as determined by the City of Austin, in its sole discretion, will be disqualified and will not be considered for any prize. City of Austin, in its sole and absolute discretion, makes the final determination as to which Submissions are eligible to take part in this Contest and be considered for a prize.

Time Frame:

The "Pick-Up Lines" contest runs from Wednesday, August 13, 2014 at 12:00 a.m. through Sunday, September 7, 2014 at 11:59 pm.

To Enter the Contest:

Between Wednesday, August 13, 2014 at 12:00 a.m. and Sunday, September 7, 2014 at 11:59 pm, entries can be submitted by calling or texting 512-808-0777 and providing your name and one or more Submissions. Contest Entrants may make an unlimited number of submissions by entering more than one Submission per call or text or by entering new Submissions on separate calls or texts. Your telephone carrier's normal calling or texting rates may apply.

Submissions must be an original work of Entrant's own creation and must not have been entered in any other competition. A Submission may not violate the intellectual property or proprietary rights of other parties.

Entrant represents and warrants that any Submission is Entrant's own original work and does not infringe the intellectual property or proprietary rights of any third party, including, without limitation, any third party copyrights or trademarks. Consequently, the City of Austin shall have all rights to copy, edit, publicly display, publicly perform, broadcast, publish and use, in whole, in part, or not at all, any Submission and any other intellectual property protected or protectable materials submitted by Entrant, in any manner, without further compensation during and after the Contest Period, in perpetuity; and no additional consent or prior notice, approval, or inspection is required before City of Austin uses such Submission or any other intellectual property protected or protectable materials submitted by Entrant. Entrant hereby assigns, conveys and

transfers and agrees to assign, convey, and transfer all right, title, and interest in and to his or her Submission and any intellectual property rights therein to the City of Austin, and none will be returned.

Entrant hereby agrees not to instigate, support, maintain, or authorize any action, claim, or lawsuit against the City of Austin, or any other person, on the grounds that any use of the Submission provided herein infringes any of Entrant's rights as creator of the Submission, including, without limitation, trademark rights, copyrights, and moral rights. Nothing herein shall constitute an employment, joint venture, or partnership relationship between Entrant and the City of Austin.

Entrants must agree that all pick-up lines submitted become the property of the City of Austin for future potential use in the litter prevention educational program, including possible new program names and/or slogans, publicity on the LetsCanItAustin.org website and any or all other City of Austin websites, social media, radio, and print advertising and publications, and more. Prizewinners' names will be shared on the City of Austin's litter prevention educational program webpage to give recognition for winning names and/or slogans submitted.

All Submissions are subject to the Texas Public Information Act and will be kept in accordance with the City of Austin's records retention policies.

How Entrants Win:

Each pick up line will be considered as an independent entry, whether it is submitted with other lines on one text or call or individually on separate texts or calls. All eligible entries may be submitted to the City of Austin's Speak Up forum for public voting. The final determination of winners will be determined by Watershed Protection Department staff.

Notification:

Winners will be notified by phone, on or before October 15, 2014. Entrants may win more than one prize. **WINNERS MUST COLLECT THEIR PRIZE(S) AT 505 BARTON SPRINGS DURING REGULAR BUSINESS HOURS (detailed information to be given by phone to the winners) NO LATER THAN NOVEMBER 14, 2014 at 4:45 pm. ALL WINNERS MUST PRESENT A VALID PHOTO ID AND SIGN PROOF OF RECEIPT OF A PRIZE. FAILURE TO PICK UP PRIZE(S) OR FAILURE TO COMPLY WITH THE OFFICIAL RULES WILL RESULT IN FORFEITURE OF A PRIZE or PRIZES, WHICH WILL BE AWARDED TO AN ALTERNATE ENTRANT SELECTED FROM THE REMAINING VALID, ELIGIBLE SUBMISSIONS, AT THE SOLE DISCRETION OF THE CITY OF AUSTIN.**

General Rules

By entering the Contest, you agree to be bound by these Official Rules. City of Austin and all of their agents, officers, directors, shareholders, employees, and agents (collectively, "Released Parties") disclaim any responsibility for incorrect or inaccurate

submission of Submission information, human error, technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, line failures of any telephone network, software, or any combination thereof, damage to a user's telephone or cellular phone system (hardware and software) due to participation in the Contest, or late, lost or incomplete Submissions (including entry information). City of Austin reserves the right, in its sole discretion, to cancel, modify or suspend the Contest in whole or in part, in the event of fraud, technical, or other difficulties, or if the integrity of the Contest is compromised, without liability to Entrants. City of Austin reserves the right to disqualify any Entrant or winner, as determined by the City of Austin, in its sole discretion. Any attempt to deliberately damage any telephone or network connections, or undermine the legitimate operation of the Contest is unlawful and subject to legal action by the City of Austin or its designees.

Entrants further agree to release, indemnify, defend, and hold the Released Parties, harmless from any and all claims, injuries, damages, expenses, or losses to person or property and/or liabilities of any nature that in any way arise from participation in the Contest or acceptance or use of a prize or parties thereof, including without limitation (1) any condition caused by events beyond the City of Austin's control that may cause the Contest to be disrupted or corrupted; (2) any injuries, losses, or damages (compensatory, direct, incidental, consequential, or otherwise) of any kind arising in connection with or as a result of the prize, or acceptance, possession, or use of the prize, or from participation in the Contest; and (3) any printing or typographical errors in any materials associated with the Contest.

In no event will the City of Austin be liable to you for any direct, special, incidental, exemplary, punitive, or consequential damages (including loss of use, data, business, or profits) arising out of or in connection with your participation in the Contest, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), strict liability or otherwise, and whether or not the City of Austin has been advised of the possibility of such loss or damage. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the valid or illegal provision were not contained herein. City of Austin's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision thereof.