



**SHOW US YOUR LONG BEACH!
VIDEO AND PHOTO CONTEST (“CONTEST”)
OFFICIAL RULES & CONSUMER DISCLOSURES**

1. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS Contest. MAKING A PURCHASE OF ANY KIND WILL NOT IMPROVE YOUR CHANCES OF WINNING.
2. This Contest is in no way sponsored, endorsed or administered by or associated with Facebook. You understand that you are providing your information to the owner of this Facebook page and not to Facebook. You understand that while the Contest rules require video contest entrants to upload videos onto YouTube for purposes of this Contest, YouTube is in no way sponsoring, endorsing, administering or associated with this Contest. The sponsor of this Contest is the Long Beach Area Convention & Visitors Bureau (“Sponsor”). The Sponsor can be contacted at the below-listed address:

301 East Ocean Blvd, Suite 1900
Long Beach, CA 90802
3. ELIGIBILITY. This Contest is open to legal residents of the United States or the District of Columbia that are 18 years of age or older. Void in Puerto Rico, The U.S. Virgin Islands, and U.S. Military Installations. Employees, including their immediate families and those living in their households, of the Sponsor or their affiliates, defined as business concerns, organizations, or individuals, or their agents, that control each other or that are controlled by a similar third party (collectively, “Affiliates”), sponsors and advertising agencies are ineligible to participate.
4. CONTEST ENTRY. All video and/or photo entries must be received by 11:59 p.m. (PT) on January 31, 2016. Only one video and/or photo entry per eligible participant is permitted. In order for your entry to be eligible, you must enter via Facebook and complete all information requested on the entry form, including your e-mail address and YouTube URL if you are submitting a video. Additionally, your video and/or photo must be uploaded to the Sponsor’s FTP site. The Sponsor’s FTP site is <http://portal.lbacvb.org> and the login information is listed below:

Login: contest
Password: lbacvb123!

Detailed instructions for uploading your video and/or photo entry are located on the contest webpage. www.beachwithbenefits.com/win.

In the event of a dispute about the identity of an entrant, each entry will be declared made by the authorized account holder of the email address submitted at the time of entry. Authorized account holder is defined as the natural person who is assigned to an email address by an Internet Service Provider, online access provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address. With response to the winning entry, the winner may be required to provide proof that the winner is the authorized account holder of the email address associated with the winning entry and an eligible participant. Video entrants must agree to comply with the YouTube Terms of Use (www.youtube.com/t/terms). Contest ends on January 31, 2016.

5. **CONTEST REQUIREMENTS.** To be eligible, participants must submit a video and/or photo meeting the following guidelines:
 - Video and/or photo must respond to the prompt “Show us your Long Beach!”;
 - Video and/ or photo must be added between October 19, 2015 and January 31, 2016;
 - Short Video must be up to 15 seconds;
 - Full length video must be 15 seconds to 3 minutes in length;
 - Video must be in English;
 - Video and/or photo must be the original work of the entrant;
 - Video and/or photo may not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
 - Video and/or photo may not contain material pornographic or sexually explicit in content;
 - Video and/or photo may not contain material that depicts violence or cruelty towards animals;
 - Video and/or photo may not contain or promote material that is unlawful, in violation of or contrary to the laws or regulations in any state where the video and/or photo is created;
 - Video and/or photo may not infringe or violate the rights of any other party including, but not limited to, privacy, publicity, intellectual property rights, copyrights, trademarks, patents, trade secrets, logos, contract and licensing rights;

- Video and/or photo may not be subject to any third party agreements that may require Sponsor to pay or incur any sums to any person or entity as a result of the person or entity's use, exhibition or exploitation of the idea or video and/or photo or elements therein;
- Video and/or photo must have any required permits from local authorities and have obtained other permissions, if required; and
- Video and/or photo may not contain any content that is likely to be considered offensive by Sponsor or could adversely affect the name, reputation or goodwill of the Sponsor.
- Upon request, a video entrant must provide to the Sponsor documentation that demonstrates that entrant has the necessary rights, licenses, and/or permissions to use the music included in entrant's video.

Videos and photos meeting the above guidelines shall be referred to as "Eligible Entries."

By entering the Contest, entrant warrants and represents that the submitted video and/or photo (i) is his or her original work, (ii) has not been previously published or distributed in any media that would violate privacy, intellectual property rights, trademarks, or third party agreements, (iii) he or she has obtained all of the rights, licenses, and permissions in writing from each person (or from parent/legal guardian if persons(s) in video and/or photo are considered minors in their state of residence) who appeared in or helped to create the video and/or photo, (iv) that he or she has obtained permission from any person whose name or likeness or voice is used in the video and/or photo, (v) that he or she owns all rights to the video and/or photo, including but not limited to copyrights and has obtained written permission from the videographer/ photographer of the video/ photo if the entry submitted was taped/ taken by someone other than the entrant him or herself, and (vi) he or she has obtained all necessary rights, licenses, and permissions for all music used in the video (vii) entrant will indemnify and hold harmless Contest Sponsor, Facebook, and /or YouTube, and their respective parents, subsidiaries, affiliates, suppliers, distributors, retailers, prize suppliers and each of their respective officers, directors, employees and agents from and against any claim (including reasonable attorneys' fees) or cause of action, including, but not limited to, copyright infringement, personal injury, death, or damage to or loss of property, arising in whole or in part, directly or indirectly, arising from or relating to breach or alleged breach of entrant's representations and warranties or otherwise in connection with the participation in this Contest.

Not all submitted videos and photos will be posted on the Contest site. The submitted videos and photos must be suitable for presentation in a public forum. The Contest Sponsor, Facebook and/or YouTube, in their sole discretion, may remove videos or photos at any time and for any reason, including if they believe, in their sole discretion, that a video or photo fails to conform to the Official Rules & Consumer Disclosures in any way, fails to conform to Facebook's or YouTube's Terms of Use, or otherwise contains prohibited, inappropriate, offensive, infringing or otherwise unacceptable material, in which case such video or photo shall be disqualified from the Contest.

Only one video entry and one photo entry per eligible participant is permitted. Although different individuals might have taken part in the making of a video or photo submission, one individual is required to be designated to enter the Contest and accept the prize on behalf of the group.

In the event of a dispute about the identity of an entrant, each entry will be declared made by the authorized account holder of the email address submitted at the time of entry. Authorized account holder is defined as the natural person who is assigned to an email address by an Internet Service Provider, online access provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address.

All videos and photos submitted will become the exclusive property of the Sponsor, and none will be acknowledged or returned. By submitting a video or photo, entrant irrevocably grants Sponsor an unlimited, worldwide, perpetual, unconditional, gratis license and right to edit, modify, adapt, distribute, stream, post, publish, broadcast, reproduce, encode, store, copy, transmit, publicly display, exhibit, and or otherwise use or reuse (without limitation as to when or to the number of times used) the video or photo and all elements thereof, in whole or in part, including any persons or likeness embodied therein (in each case, as submitted or as edited/modified in any way by the Sponsor) in any way, and may use them in any and all media, now or hereafter devised, worldwide in perpetuity, without attribution, compensation, permission or notification to the entrant, his or her parent or legal guardian, his or her successors or assigns, or any other entity, and without notice, review or approval from entrant or any other party.

Sponsor and/or its designated representatives, will review all submitted videos and photos received and will only post those videos and photos on the VisitLB Facebook page and other social channels, such as but not limited to Twitter, Instagram and YouTube channels that conform to these Official Rules & Consumer Disclosures. Submitted videos and photos that do not comply with these Official Rules & Consumer Disclosures, as determined in the Sponsor's sole discretion, will be disqualified from the Contest and may not appear on the VisitLB Facebook page or other social channels as mentioned above. The decisions of the Sponsor are final and binding.

6. **SELECTION OF WINNERS.** There will be two sets of Contest winners for both video and photo submissions. One set of video and photo winners (grand prize and second place), will be chosen by a Facebook Fan vote through the VisitLB Facebook page. The second set of video and photo winners (grand prize and second place) will be chosen by Sponsor's designated representatives in the CVB Digital Communications Department. Facebook users will be given the opportunity to vote for their favorite video and photo entry for all Eligible Entries posted on the VisitLB Facebook page. After the Facebook public voting period (10/19/2015 to 1/31/2016) has ended, the CVB Digital Communications Department winner selections will be made by identifying 10 Eligible Videos that have the highest average rating. Those 10 Eligible Video entrants will be considered finalists. In the event there are more than 10 Eligible Videos with the highest average rating, the 10 Eligible Videos with the highest number of ratings will be considered finalists. If resort to the highest number of ratings is unable to determine the finalists, the 10 Eligible Videos will then be judged by designated representatives from the CVB Digital Communications Department ("Panel"). The Panel will score each

eligible entrant's video submission based on the following judging criteria, each given equal weight, on a 1 to 10 scale, 10 being best:

- Creativity;
- Ability to respond to the prompt "Show us your Long Beach!";
- Video/Photo Composition;
- Originality; and
- Overall impression.

Based on the Panel's scores, the top five (5) highest scored entries will be defined as "Potential Finalist(s)".

Honorable mention prizes will also be awarded.

The winning videos and photos will be selected no later than February 8, 2016. Sponsor will notify the winners by email within five (5) business days of selection of the winners. The winners must claim their prizes within five (5) business days of the original notification. If a winner is unreachable after five (5) business days, or is unavailable for prize fulfillment, an alternate winner (the entry with the next highest votes) will be selected. All entries are subject to verification prior to awarding the prize. All decisions by Sponsor are final, binding and non-appealable. Except where prohibited by law, acceptance of a prize in this Contest shall constitute the winner's consent to Sponsor's use of the winner's name or likeness, city, state, country, photographs, videos, or statements made by the winner about the Contest, Sponsor, and/or prize information for advertising and promotional purposes without further payment, consideration, or prior notification. For more information on Sponsor's privacy policies and how Sponsor may use information obtained from entrants in online promotion, visit <http://www.visitlb.com/beach-with-benefits/beach-with-benefits-video-contest-legal/sponsor-privacy-policy-sg>. An Affidavit of Eligibility, a copy of the submitted video and/or photo and a Release must be signed and returned within 10 days of receipt or winner will be disqualified. For a list of the winners, available February 9, 2016, visit www.beachsithbenefits.com/videowinner.com.

7. **TIE BREAKER.** In the event of a tie, the tie will be broken in the following manner. First, the Eligible Entry with the highest cumulative score in the "Creativity" judging criteria shall win the tie. An Eligible Entry's cumulative "Creativity" score shall be determined by adding together each Panel member's score for the Eligible Entry in the "Creativity" judging criteria.

If resort to the highest cumulative "Creativity" score does not break the tie, the Eligible Entry with the highest cumulative score in the "Ability to respond to the prompt 'Show us your Long Beach!'" judging criteria shall win the tie. An Eligible Entry's cumulative "Ability to respond to the prompt 'Show us your Long Beach!'" score shall be determined by adding together each Panel member's score for the Eligible Entry in the "Ability to respond to the prompt 'Show us your Long Beach!'" judging criteria.

If resort to the highest cumulative “Ability to respond to the prompt “Show us your Long Beach!”” score does not break the tie, the Eligible Entry with the highest cumulative score in the “Video/Photo Composition” judging criteria shall win the tie. An Eligible Entry’s cumulative “Video/Photo Composition” score shall be determined by adding together each Panel member’s score for the Eligible Entry in the “Video/Photo Composition” judging criteria.

If resort to the highest cumulative “Video/Photo Composition” score does not break the tie, the Eligible Entry with the highest cumulative score in the “Originality” judging criteria shall win the tie. An Eligible Entry’s cumulative “Originality” score shall be determined by adding together each Panel member’s score for the Eligible Entry in the “Originality” judging criteria.

If resort to the highest cumulative “Originality” score does not break the tie, the Eligible Entry with the highest cumulative score in the “Overall Impression” judging criteria shall win the tie. An Eligible Entry’s cumulative “Overall Impression” score shall be determined by adding together each Panel member’s score for the Eligible Entry in the “Overall Impression” judging criteria.

The Panel’s decisions are final and binding in all matters relating to this Contest.

8. **PRIZES.** The grand prize winners will receive a visa gift card for \$1,500. The second place winners will be awarded visa gift card in the amount of \$1000. Honorable Mention winners will receive prizes to be determined by the Sponsor.
9. **NUMBER OF ANTICIPATED CONTESTANTS.** The chances of winning are dependent on the total number of Eligible Entries received. Sponsor estimates that it will receive approximately 462,000 Eligible Entries.
10. **RESTRICTIONS.** The Prizes are non-transferable and must be accepted as awarded. No cash alternative or other substitution will be permitted. Sponsor reserves the right, in its sole discretion, to substitute a prize of equal or greater value, whether in cash or otherwise, if the prize cannot be awarded as described for any reason.
11. **CONDITIONS/LIABILITY.** All participants must meet the eligibility requirements defined above. By entering this Contest, each participant warrants that he or she has read and agrees to abide by and be bound to all Contest rules, and that he or she is not prohibited from participating in this Contest by any applicable law, statute, regulation or other appropriate authority. By entering this Contest, all participants agree to receive on occasion promotional material from the Sponsor in the future.

The winners of the prizes are solely responsible for any taxes and other such expenses. Sponsor, its agents, its affiliates, and its sponsors shall not be responsible for any such expenses.

Sponsor and its affiliates, officers, employees and agents assume no liability either for cancellation or for any reason whatsoever including Force Majeure or through the acts or defaults of any company or person providing any prize. All such losses or expenses will have to be borne by the Contest winner.

The Contest is subject to and governed by all federal, state and local laws. Void where prohibited by law. The participants further agree to release Sponsor, its agents, its affiliates, and its sponsors from any and all liability arising from or related to this Contest. Sponsor is not responsible for any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from downloading any material from Sponsor's website, regardless of whether the material was prepared by Sponsor or third party, and regardless of whether material is connected to Sponsor's website by a hypertext link. By receipt of any prize in the Contest, entrant agrees to release and hold harmless Sponsor and its affiliates, its directors, officers, employees, and agents and Contest Sponsor from any damage, injury, death, loss or other liability that may arise from the winner's acceptance or use of the prize or any substitute prize or their participation in this Contest, including without limitation, personal damage, and claims based on publicity rights, defamation, or invasion of privacy from any misuse or malfunction of such prize or substitute prize. Sponsor, its agents or its affiliates reserve the right to terminate this Contest or to modify any rules as necessary for any reason or as required by applicable law.

12. **ARBITRATION.** Except where prohibited by law, as a condition of participating in this Contest, participants agree that (1) any and all disputes and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association (AAA) which can be found at the AAA regional office nearest the participant or at www.adr.org; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at any such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will participants be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with entering this Contest), and participant further waives all rights to have damages multiplied or increased.
13. **SOME RESTRICTIONS APPLY.** Black-out dates, closures and/or acts of God.