

Florida License Plate Design Contest – Surfrider Foundation Florida Chapter Network

This is a skill-based contest. Chance plays no part in the determination of winners. NO PURCHASE NECESSARY. MUST BE A LEGAL U.S. RESIDENT, 18 YEARS OF AGE OR OLDER. VOID WHERE PROHIBITED BY LAW.

PARTICIPANTS MUST NOT USE CHAPTER RESOURCES TO BENEFIT AN INDIVIDUAL CONTESTANT.

ELIGIBILITY. This Surfrider Foundation Florida Chapter Network sponsored Florida License Plate Design contest (“Contest”) is open only to residents of the United States that are eighteen (18) years of age and older.

ENTRY. To participate in the Contest, an eligible participant (“Contestant”) must submit a license plate design representing Surfrider Foundation’s mission of protection and enjoyment of ocean, waves and beaches in the state of Florida. Submissions will only be accepted in Illustrator/Adobe file format or those outlined in Florida Specialty License Plate Design Process and Restrictions. Designs shall not include images or pictures in violation of the rights of Surfrider and/or third parties, including without limitation, under the copyright laws, trademark laws, and the laws of privacy and publicity. Please include your name, email, age, address and phone number in email submission. Submissions can be sent to your local Surfrider Foundation Florida chapters designated Point of Contact. Contestants may enter an unlimited number of times, but Contestants may not use an agency or automated system to enter.

LIMITATIONS ON ELIGIBILITY. Surfrider chapter leaders who will be judging the contest are not permitted to participate as a Contestant. Winning Contestant must assign copyright in the selected license plate design to Surfrider Foundation through a separate Copyright Assignment Agreement.

CONTEST PERIOD. The Florida License Plate Design Contest is a one-time contest which begins May 15, 2022, 6:00 am EST, and ends at July 15, 2022, 11:59 pm EST (the “Contest Period”).

PRIZES. Winning Contestant’s design will be submitted by Surfrider Foundation for potential representation of Surfrider Foundation in the Florida Highway Safety and Motor Vehicles Specialty License Plate program. In addition, Winning Contestant will receive One (1) Surfrider Foundation Beach towel with an ARV of \$35 United States Dollars, one (1) Surfrider Foundation Klean Kanteen with an ARV of \$35 United States Dollars, and one (1) Surfrider Annual Membership with an ARV of \$25 United States Dollars.

Prize awards are final. No substitution of prizes is permitted. The prizes will be awarded “AS IS” and without warranty of any kind, express or implied, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose. All federal, state, and local taxes associated with receipt of any prizes are the sole responsibility of the winner. Surfrider reserves the right to substitute a prize during the course of the Contest.

SELECTION PROCESS. Eligible entries will be judged by the Surfrider Florida Chapters Executive Committees. Voting will begin as Contest launches on May 15, 2022, as photo entries are submitted through email, and continue through July 15, 2022. People can only vote once per photo submission. The top two contestants from each chapter will be submitted to the Chair of the Emerald Coast Chapter for final evaluation. The Winners will only become official once it is confirmed they have met all stated requirements. Odds of winning depend on the number of entrants participating in the contest.

WINNER NOTIFICATION. Winning is contingent upon fulfilling all requirements of these Official Rules and Surfrider’s decisions as to the administration of the Contest. Winning Contestant will be notified on or before August 31, 2022, by telephone, email, and/or U.S. mail. In the event that an Entrant’s email address, telephone number, or address or residence changes, it is the Entrant’s responsibility to notify Surfrider of such change. In the event that any prize notification is undeliverable, Surfrider is unable to contact the Winning Contestant, or response to prize notification is not received within ten (10) days, the prize may be forfeited. The Winning Contestant may be required to certify and complete an affidavit of eligibility and liability and, a publicity release must be delivered to Surfrider within ten (10) days, or an alternate Winning Contestant may be selected.

PUBLICITY/USE OF NAME AND LIKENESS. Except where prohibited by law, your entry in the Contest constitutes your consent for Surfrider to use your submitted design, name, city and state of residence, for publicity, and promotional purposes in any media, online or offline, without further permission, consent, payment, or other consideration.

TERMS AND CONDITIONS.

• THE CONTEST IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

• Participation in the Contest constitutes the participant’s full and unconditional agreement to and acceptance of these Official Rules. Surfrider reserves the right in its sole discretion to disqualify any participant it finds to be tampering with the operation of the Contest or to be acting in violation of these Official Rules.

• This Contest does not constitute any contractual relationship between the parties, either express or implied. By participating in the Contest, all Contestants, the Winning Contestant, any guests, or users do hereby now and forever release Surfrider Foundation, its affiliates, subsidiaries, directors, officers, vendors, employees, agents, and associates (including, but not limited to,

Facebook, friend2friend, other advertising and promotional agencies, award suppliers, accommodation and travel providers and their officers, directors, employees, agents, successors and assigns) (“Released Parties”) from and against any and all claims, demands, actions, causes of action, losses, expenses, damages and liabilities arising out of or in any way relating to the participation in this Contest, and/or receipt or possession, use or misuse, of any prize or element thereof.

- The Released Parties are not responsible for late, lost, illegible, incomplete, stolen, misdirected, illegitimate, or impermissible submissions or mail; postage due mail; or any other error whether human, mechanical, or electronic, including any technical malfunctions of the computer on-line system, computer equipment, hardware, or software. Surfrider is not liable for damage to a participant’s computer system in any way due to participation in the Contest or downloading of any information in connection with the Contest, including without limitation any server failure, lost, delayed or corrupted data, or other malfunction.

- Winning is contingent upon fulfilling all requirements of these Official Rules, and Surfrider’s decisions as to the administration of the Contest and prize awards are final. All entrants, Clients, and third parties agree that all decisions of Surfrider will be binding, final, and non-appealable. Information in the Contest is subject to change without notice. Surfrider makes no representations that the materials or information in this Contest are appropriate or available for use in other countries, states, or markets aside from the United States markets where Surfrider presently operates. Surfrider reserves the right, in its sole discretion, to cancel, modify, or suspend the Contest, at any time prior to the determination of the Winning Contestant. Reasons may include, but are not limited to, the occurrence of fraud, technical failures, or any other factor beyond the reasonable control of Surfrider, which may impair the integrity of the Contest, as determined by Surfrider in its sole discretion. Surfrider will make a reasonable effort to give notice of such changes to the Contest.

- Caution: Any attempt by a participant to deliberately damage any website or undermine the legitimate operation of the contest is a violation of criminal and civil laws, and should such an attempt be made, Surfrider reserves the right to disqualify the participant and seek damages from any such participant to the fullest extent permitted by law.

- Nothing contained in the Contest should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed in the Contest, or any license or right to use any other trademark owned by any third party. In the event that anyone misuses any Trademark in violation of these Terms and Conditions, Surfrider will enforce its intellectual property rights to the fullest extent of the law, including the seeking of criminal prosecution.

- Unauthorized use of the information, materials or the Contest itself is strictly prohibited and is a violation of the rights of Surfrider and/or third parties, including without limitation, under the copyright laws, trademark laws, and the laws of privacy and publicity. Previously published material for which non-exclusive rights were granted may be entered as long as Contestant still

maintains the right to grant us a license. Contestant must be able to disclose when and where the photo appeared previously to current Contest.. If you choose to include people in your submission, you are responsible for obtaining the necessary releases from the individuals depicted, and must be able to provide copies of those releases to Surfrider Foundation upon request.

- Surfrider makes no warranties or representations as to the accuracy, correctness, reliability or otherwise with respect to information made available concerning the Contest, and assumes no liability or responsibility for any omissions or errors (including without limitation typographical errors and technical errors) in the context of the Contest.

- Surfrider maintains and operates this Contest from its state office in the state of California, in the United States. These Terms and Conditions are governed and interpreted under the laws of the state of California, United States of America. If any portion of these terms and conditions is deemed unlawful, void or unenforceable, then that part shall be deemed severable and will not affect the validity and enforceability of any remaining provisions.

- These Terms and Conditions set forth the entire understanding and agreement between the Contestant, Surfrider, and all other parties with respect to the Contest. Contestant acknowledges that any other agreement between Surfrider, with respect to the Contest are superseded and of no force or effect.

PRIZE WINNERS AND OFFICIAL RULES. A copy of these Official Rules and the Contest results may be obtained by written request to Evan Orellana, Florida Regional Manager, P.O. Box 73550, San Clemente, CA 92673, or by calling (949) 492-8170.

[1] Including U.S. territories.

[2] The legal age of majority in the applicable jurisdiction will apply. Note that residents of Puerto Rico and Mississippi must be twenty-one (21) years of age or older, and residents of Alabama must be nineteen (19) years of age or older.