

## **Lappert's Ice Cream Photo Contest**

### **Official Rules**

Participation constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules. The Lappert's Ice Cream "Strike a Pose, Hold a Cone" contest ("Contest") begins at 8:00AM Pacific Standard Time ("PDT") on June 3, 2024 and shall end as of 8:00AM PDT on June 30, 2024. Contest is sponsored by PIER 39 Limited Partnership, Beach Street & The Embarcadero, San Francisco, CA 94133 and Lappert's Ice Cream Shop at PIER 39, [Beach Street & The Embarcadero, Space Q-112, San Francisco, CA 94133] (collectively "Sponsors"). Submissions received after Contest Period will not be eligible. Winner will be announced on or about July 8, 2024. The total retail value of the prize is \$410.

### **PIER 39 Official Contest Rules**

#### **How to participate in the contest:**

Post a photo of you, your family, or friends enjoying Lappert's ice cream at PIER 39 on Instagram or Facebook using hashtag #LappertsAtPIER39 AND follow PIER 39 on Instagram or Facebook @PIER39 ("Entry"). Ice Cream product must be visible in the image. By submitting an Entry to the aforementioned hashtag, you (the "Entrant") are confirming that you have read and agree to comply with these official rules and all other contest requirements. Each participant who wishes to enter the Contest will, in order to be eligible to participate in the Contest as an Entrant, be required to comply with these Contest Rules which are available on, and can be printed from, [www.pier39.com/lapperts-ice-cream-photo-contest/](http://www.pier39.com/lapperts-ice-cream-photo-contest/). By participating in the Contest, an Entrant is affirmatively indicating his or her acknowledgement and acceptance of these Official Rules, and all other terms and conditions governing the Contest Site, at the time of Entry.

Multiple Entries by the same person are permitted.

#### **Eligibility:**

All Entrants must be legal residents of one of the fifty (50) United States or the District of Columbia and at least 18 years of age (or the age of majority in the Entrant's state of residence).

All Entrants must have a Facebook or Instagram account. Those accounts are free but are subject to the terms and condition of the respective platform. The Entry post must either allow comments and/or the submitting Facebook or Instagram account must allow DMs so Potential Winners can be contacted.

Employees of either Sponsor, Blue & Gold Fleet, and Moor + South Pier Management Company, and their licensees, tenants, and subsidiaries, and the members of their immediate families, are ineligible to participate or win. Immediate family shall include spouse, parents, children, siblings, grandparents, grandchildren and any other person residing within the same household.

All participants in the contest must possess and provide valid government issued photo identification.

**Determining the winners:**

Starting June 3, 2024, and ending on or about June 30, 2024, Sponsors and/or their designees (the "Judges") will review all eligible Entries for conformity to the rules. On or about July 8, 2024, Sponsors will select one (1) Entry based on the criteria of creativity, originality, adherence to the photo guidelines, and aesthetic value (each in Sponsors' sole and discretion) ("Potential Winner"). The criteria will be equally weighted. In the event of a tiebreaker, the Entry with the most originality will be the winning Entry. Sponsors may, in their sole discretion, contact a Potential Winner and require any such Potential Winner to submit to a background check to help ensure that the Potential Winner's continued participation in the Contest will not, in Sponsors' sole discretion, damage the Contest or otherwise reflect adversely on the Contest entities, including but not limited to Sponsors; require such Potential Winner to answer additional questions and/or participate in additional screening procedures; require such Potential Winner to sign consent forms and/or releases (collectively "Clearing Process"); and/or disqualify any Potential Winner who is unable and/or unwilling to do or provide any of the foregoing Clearance Process. Sponsors reserve the right to provide an independent third party (the "Auditing Entity") with all Entries submitted by each Potential Winner in order that such Auditing Entity may examine such Entries and confirm, subject to its and Sponsors' discretion, that the Entries comply with these Official Rules. In the event that any Potential Winner elects to end his or her participation in the Contest, is unable to participate further in the Contest for any reason, or is, in Sponsors' sole discretion, deemed to be ineligible to participate, Sponsors reserve the right to select alternate Potential Winner(s) in its sole discretion.

**Miscellaneous:**

The Entry may not portray Sponsors or their businesses in a negative light or contain any content that is inappropriate or indecent, as determined by Sponsors, in their sole discretion.

The Entry must be free of indecent or obscene material or language. Entries cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain nudity or any materially dangerous activity.

Prizes are non-transferable or exchangeable and cannot be substituted. Prizes will be awarded as-is, with no written, express, or implied warranty. No refund or compensation will be given in the event the winner is unable to accept or use the prize package.

Taxes, gratuities, and all other incidentals or other expenses that may arise out of the winner's receipt of the prize are the responsibility of the winner.

Participants will be informed by email, telephone, or social media of their winning Entry. All prizes must be claimed within 48 hours of the date and time the participant is informed by email, telephone, or social media of a winning Entry, or all prizes will be forfeited. Winners must sign a valid affidavit of acceptance of the prize during this 48-hour period to claim their prize or the prize will be forfeited.

Winners will be asked to provide proof of age, residency, and identity, and to complete an affidavit of eligibility, liability, copyright, and publicity release. Sponsors and their contest partners assume no responsibility or liability for damages, loss, or injury resulting from, participating in, acceptance of, or use of the prize. You, on behalf of yourself and each of your descendants, dependents, heirs, executors, administrators, partners, shareholders, officers, directors, agents, employees, servants, representatives, successors and/or assigns, and each of them (the "Indemnitors") shall neither hold nor attempt to hold Sponsors, Contest Partners, Blue & Gold Fleet, a Delaware Partnership, Moor + South Pier Management Co., the City and County of San Francisco, the Port of San Francisco, and each of their/its related entities, owners, partners, members, shareholders, subsidiaries, affiliates, agents, employees, officers, directors, servants, representatives, successors, attorneys, and/or assigns, or any of them (the "Indemnitees"), liable for, and the Indemnitors shall indemnify, defend and hold harmless the Indemnitees from and against, and reimburse the Indemnitees for, any and all demands, claims, losses, suits, causes of action, fines, penalties, damages (including consequential damages), liabilities, judgments, costs and expenses (including, without limitation, reasonable attorneys' fees) from any cause whatsoever incurred in connection with or arising from, directly or indirectly, your Entry in this Contest, the prize, or your participation in this Contest. If any action or proceeding is brought against the Indemnitees, or any of them, by reason of any such real or claimed damage or injury, the Indemnitors, upon written notice from the Indemnitees, or any of them shall defend the same at the Indemnitors' sole expense with counsel reasonably satisfactory to Sponsors.

You must have all rights and permissions to submit and share your Entry. By submitting an Entry, you represent and warrant Indemnitees that each person that is visible in your Entry consents to the Entry, and the use of the photo and their likeness in any advertising or broadcasting material relating to this Contest without additional financial or other compensation. By submitting an Entry that includes the image of anyone under the age of 18 years, then you represent and warrant that you are the minor's parent or guardian and have the right to include their photo in the Entry. Each Entrant agrees to defend and indemnify Indemnitees against any and all claims made by any person visible in your Entry.

By submitting an Entry, the winner or winners (and their guest or traveling companion, if applicable) agree to have their name, voice, or likeness used in any advertising or broadcasting material relating to this Contest without additional financial or other compensation, and to sign a publicity and copyright release prior to acceptance of the prize. By entering a photo in this Contest, each Entrant warrants and represents that: (i) the photo you submit is your original work, has not been previously published, has not previously won awards, and does not infringe upon the copyrights or intellectual property or other rights of any person or entity; (ii) you are not under a contractual, employment or other obligation to provide the photo to any other person or entity as part of an exclusive obligation, first right of refusal, or other similar restriction; (iii) and you have obtained permission from any person whose likeness is used in the photo. You acknowledge that by accepting your photo into the Contest, Sponsors do not waive any rights to use similar or related ideas previously known to Sponsors, or developed by its employees, or obtained from sources other than you.

By entering a photo in this Contest, Entrants grant Sponsors and their designees a nonexclusive, royalty-free, fully paid up, worldwide, perpetual, irrevocable, sublicenseable license to use, reproduce, display,

distribute, modify, or adapt the photo submitted by each Entrant (including, without limitation, the names and likeness of any person or location embodied therein) and any derivative works in any form for any purpose, in all media, whether now known or hereafter devised, as Sponsors may choose, without compensation or notice to, or review or approval by, the Entrant.

Sponsors reserve the right in their sole discretion to disqualify any Entry that, in their sole opinion, does not comply with any of the requirements of these Official Rules. Sponsors, in their sole discretion, may (or may not) post Entry photos to Sponsors' or their designees' social media and other websites and/or feature an Entry photo in advertising and promotional campaigns without any additional compensation or notice to you.

By Entry in this contest, Entrants expressly authorize Sponsor to use their address, phone, and email information for Sponsors' promotional use, with no further compensation. Any information you provide for Entry into or participation in this Contest is solely for the use of Sponsors. Sponsors will not disclose or sell your contact information without your explicit consent. The purpose of gathering your contact information is to inform you of whether you have won the Contest and for Sponsors' promotional programs. PIER 39 will handle all information of Entrants and Entries in accordance with its privacy policy available at [www.pier39.com/privacy-policy/](http://www.pier39.com/privacy-policy/).

Any violation of these Official Rules will result in disqualification from the Contest. Sponsors reserve the right, in their sole discretion, to disqualify and seek damages from any individual who tampers with the operation of the Contest, violates these Official Rules, or acts in a disruptive or unsportsmanlike manner. Sponsors' failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Proof of sending any communication to Sponsors by mail shall not be deemed proof of receipt of that communication by Sponsors.

All decisions of Sponsors are final.

Sponsors reserve the right in their sole discretion to modify these Official Rules and dates at any time for any reason. By participating in and/or submitting an Entry in this Contest, you agree to be bound by these Official Rules, any modifications thereof, and by all other rules imposed by Sponsors. If due to circumstances beyond the control of Sponsors, any event associated with this Contest or the prize is delayed, rescheduled, postponed, or cancelled, Sponsors reserve the right, but not the obligation, to cancel or modify the Contest.

Contest void where prohibited. All federal, state, and local laws and regulations apply.

No purchase is necessary.

Sponsors are not responsible for typographical or other errors in the printing, the offering, or the administration of the Contest or in the announcement of the prize.

Sponsors reserve the right to substitute a prize of greater or equal value at its sole discretion.

**Description of prize:**

One (1) winner will receive a \$30 gift card to Lappert's Ice Cream (locations may be viewed at <https://lapperts.com/>) and a four-pack of PIER 39 premier passes (valued at \$95 each). The total retail value of the package is \$410.