



What do you LOVE about Plano?
Show us by using **#LovePlano**





Instagram Contest

1. Take your best photos of Plano
2. Tag #loveplano on Instagram and Twitter to be entered into our weekly contest
3. At the end of the week, a photo will be selected as the #loveplano photo of the week
4. At the end of the month, a winner will be chosen from the weekly finalists and will receive a prize

Rules

Employees of City of Plano and immediate family are not eligible for prizes and/or weekly winners. There is no limitation on the number of entries you can make, however once a contestant is selected as a weekly winner, they may not be a weekly winner again for that month.

Once a contestant is a monthly winner, they may continue to submit photos to #loveplano but will not be selected as a monthly winner again. Meaning only one Finalist position is available to each entrant regardless of his or her number of entries.

By using #loveplano form on Facebook, Instagram and Twitter to submit an Entry, you agree to grant City of Plano a non-exclusive, fully paid-up and royalty-free, worldwide license to use, modify, delete from, add to, publicly perform, display, reproduce and translate your entry. (see #9. Ownership of Entries below)

By submitting to #loveplano you agree to adhere to the following rules:

Official Rules for the City of Plano's #loveplano 2018 Instagram Photo Contest

This contest uses the Facebook platform and suite of applications and is not endorsed, sponsored, administered by, or associated with Facebook, Twitter and Instagram. By participating, you hereby release and hold harmless Facebook, Twitter and Instagram from any

and all liability associated with the contest.

NO PURCHASE NECESSARY TO WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED. By submitting an entry to the #loveplano Photo Contest, you are agreeing to be bound by the following legal terms.

1. The #loveplano Photo Contest (the "Competition") will begin at 9:00:00 AM Central Standard Time on February 1, 2018 and end at December 30, 2018. The Competition is sponsored by City of Plano/Plano Marketing & Community Engagement Office, a division of the City of Plano's Mayor's Office. Multiple entries are permitted. Participation is subject to all federal, state and local laws and regulations. Void where prohibited or restricted by law. You are responsible for checking applicable laws in your jurisdiction before participating in the Competition to make sure that your participation is legal and to ensure that you comply with all relevant laws. You are responsible for obtaining all passports, visas, and other government-required documents and permissions needed to use a prize.

2. **ELIGIBILITY:** The Competition is open to participants 13 or older at the time of entry. In order to participate, you must have access to Facebook.com. Void where prohibited by law. Employees of Sponsors, Facebook and the judges or any of their respective affiliates, subsidiaries, advertising agencies, or any other company or individual involved with the design, production execution or distribution of the Competition and their immediate family (spouse, parents and step-parents, sibling and step-siblings, and children and step-children) and household members (people who share the same residence at least three (3) months out of the year) of each such employee are not eligible to participate and receive prizes. The Competition is subject to all applicable United States federal, state and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsors' decisions, which are final and binding in all matters related to the Competition. Winning a prize is contingent upon fulfilling all requirements set forth herein.

3. **HOW TO ENTER:** To enter, you can submit an entry in the following ways: • Go to www.facebook.com/cityofplanotx and "Like" the City of Plano. Post photo on the timeline with #loveplano hashtag • Post a photo with the hashtag #loveplano on Twitter or Instagram. You will receive a message from @cityofplanotxpr on Twitter or @cityofplanotx on Instagram with a message to claim your photo if chosen as a weekly winner. You reply back to the message you must enter your First Name, Last Name, Email Address and a caption for your photo. Entries can range from photos depicting neighborhoods, parks, and monuments, to buildings, libraries, bridges, modes of transportation, and views of the city. Entries may also include specific elements from the city that have a particular significance to the entrant. Entries should convey qualities of Plano City that make the city a unique and an exciting place. Entrant should consider the quality of the photo, artistic composition, and should make sure that the entry appeals to a broad audience community. Entries may be displayed on official social media channels operated by the City of Plano at the discretion of and pursuant terms to be determined by City of Plano/Plano Marketing & Community Engagement Office.

There is no limitation on the number of entries you can make. However, you may only have one (1) entry as a winner. Meaning only one Finalist position is available to each entrant regardless of his or her number of entries.

4. **WINNER SELECTION:** ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSORS WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE COMPETITION. Potential winners will be notified using the contact information provided by the entrant at the time the entrant becomes a Finalist. In the event of disqualification of any potential winner, the prize will be forfeited by that potential winner and the panel of judges will select a new potential winner from among the Finalists. City of Plano/Plano Marketing & Community Engagement Office is not responsible for notifications that are misdirected, addresses that are no longer correct, or for any other reason beyond the control of City of Plano/Plano Marketing & Community Engagement Office. If such potential winner cannot be contacted within a reasonable time period, if the potential winner is ineligible, if any notification is returned undeliverable, or if the potential winner otherwise fails to fully comply with these Official Rules, Sponsors may award the applicable prize to an alternate winner who had the highest score remaining of the eligible entries.

5. **THE PRIZES:** City of Plano/Plano Marketing & Community Engagement Office will announce the Finalists at the end of the week on the Competition Webpage, where the Finalists' photographs and the names of the Finalists will be displayed. At the end of the month, a winner will be selected from the weekly finalists. The winner will then be awarded the monthly prize.

Finalists may have their photos displayed on official social media channels operated by the City of Plano at the discretion of and pursuant terms to be determined by to City of Plano/Plano Marketing & Community Engagement Office.

On or around the end of each month, to City of Plano/Plano Marketing & Community Engagement Office will announce the Winners on the Competition Webpage, where the winning photographs and the names of the Winner will be displayed. If a selected Winner is not eligible, in Sponsors' sole judgment, the judging panel will select a new Winner from among the Finalist entries.

At the discretion of and pursuant terms to be determined by to City of Plano/Plano Marketing & Community Engagement Office, the winning photographs will be featured as the Twitter background of www.twitter.com/cityofplanotxpr, the Facebook cover art of www.facebook.com/cityofplanotx and in a digital exhibition at to City of Plano/ Plano Marketing & Community Engagement Office.

Prize does not include assistance with or travel costs or other expenses associated prize pick-up. No cash in lieu of prize. No substitution of prizes is permitted except by Sponsors. Prize is not assignable or transferable. Limit one prize per person. If Winner cannot participate for any reason, Winner will forfeit the prize to City of Plano/Plano Marketing & Community Engagement Office may, at its option and in its sole discretion, select an alternate winner or the prize may not be awarded. All of the prize elements are subject to change and shall be determined by to City of Plano/Plano Marketing & Community Engagement Office in its sole discretion.

Winner is responsible for any transportation not specifically noted in these rules. Winner is responsible for obtaining all necessary travel documents prior to travel. Certain restrictions, as determined by Sponsors, may apply. All specifics of the event will be at Sponsors' discretion. If Winner cannot comply with these restrictions or any other portion of these Official Rules, the prize will be forfeited in its entirety and an alternate Winner will be chosen. If Winner cannot attend on the dates specified by Sponsors, the prize will be forfeited in its entirety and the prize may be awarded to an alternate winner selected by the panel of judges from among Finalist entries. All costs and expenses associated with prize acceptance and use not listed herein as part of the prize including, without limitation, ground transportation (other than that specified above as included in prize), luggage fees, souvenirs, miscellaneous hotel expenses, and gratuities are the sole responsibility of Winner.

All federal, state and local income taxes on prize and gratuities are solely the responsibility of the Prize Winner. Payments to potential Prize Winner are subject to the express requirement that they submit to the Sponsors all documentation requested by the Sponsors in compliance with all applicable state, federal and local tax reporting and withholding guidelines. All Prizes will be net of taxes Sponsors are required by law to Withhold. The Prize Winner is responsible for ensuring that he/she complies with all the applicable tax laws and filing requirements. If the Prize Winner fails to provide such documentation or comply with such laws, the prize may be forfeited and the Sponsors may, in its sole discretion, select an alternative potential Prize Winner.

6. OWNERSHIP OF ENTRIES: The City of Plano/Plano Marketing & Community Engagement Office does not claim any ownership rights in your Entry. By using the #loveplano form on Facebook, Instagram, and Twitter to submit an Entry, you agree to be bound by these Official Rules and grant the City of Plano/ Plano Marketing & Community Engagement Office a non-exclusive, fully paid-up and royalty-free, worldwide license to use, modify, delete from, add to, publicly perform, publicly display, reproduce and translate your Entry, including without limitation the right to distribute all or part of your Entry in any media formats through any media channels in perpetuity.

By submitting an Entry, you consent to the use, by the City of Plano/ Plano Marketing & Community Engagement Office, its affiliates, subsidiaries, parents, and licensees, of your name, likeness, and image, in connection with the Competition and the City of Plano/Plano Marketing & Community Engagement Office related marketing activities, in any media or format now known or hereafter invented, in any and all locations, for display in offline or online public viewing galleries hosted by The City of Plano, including but not limited to the websites and its social media channels, without any payment to or further approval from you. You agree that this consent is perpetual and cannot be revoked.

By submitting an Entry, you agree that you have obtained any and all necessary written permissions from any living person depicted in your Entry for use, by the City of Plano/Plano Marketing & Community Engagement Office, their affiliates, subsidiaries, parents, and licensees, of your Entry in connection with the Competition and the City of Plano/ Plano Marketing & Community Engagement Office's related marketing activities, in any media or format now known or hereafter invented, in any and all locations, without any payment to or further approval. If your Entry depicts a minor, his or her parent or guardian has agreed in writing to such uses.

You acknowledge that the Competition is not sponsored by, endorsed by, administered by, or associated with Facebook, and that your Entry is being provided to City of Plano/ Plano Marketing & Community Engagement Office and not to Facebook. You agree that nothing in these Rules grants you a right or license to use the to City of Plano/ Plano Marketing & Community Engagement Office name or any to City of Plano/ Plano Marketing & Community Engagement Office trademark or service mark.

7. WARRANTIES: By submitting an Entry, you represent and warrant that your Entry:

1. is your own original work;

2. does not contain material or images that are, in Plano Marketing and Community Engagement Office's sole judgment, obscene, inappropriate for a general audience that may include minors, or defamatory;
3. does not violate or infringe upon the copyrights, trademarks, rights of privacy, publicity or other rights of any person or entity;
4. does not contain malicious code, such as viruses, timebombs, cancelbots, worms, Trojan horses or other potentially harmful programs or other material or information;
5. does not feature the likeness of any living person without written permission from that person, or his or her parent or guardian if the person is a minor, for its use in connection with this Competition and all licensed uses under Section 9 above;
6. does not and will not violate any applicable law, statute, ordinance, rule or regulation; and
7. does not trigger any reporting or royalty obligation to any third party.

You further represent and warrant that the rights that you are granting under these Official Rules do not conflict in any way with any other agreement to which you are a party, or with any commitments, restrictions, or obligations that you are under to any other person or entity.

8. OTHER THINGS TO KNOW Entry Conditions and Release By entering, each Contestant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsors, Facebook, and/or the Competition judges which are binding and final in all matters relating to this Competition; (b) release and hold harmless the Sponsors, and their respect parent, subsidiary, and affiliated companies, the prize suppliers, the judges and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Competition, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a Contestant's entry, creation of an entry or submission of an entry, participation in the Competition, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, transmission, performance, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Sponsors from and against any and all claims, expenses, and liabilities (including reasonable attorneys fees) arising out of or relating to a Contestant's participation in the Competition and/or Contestant's acceptance, use or misuse of prize.

Publicity Except where prohibited, participation in the Competition constitutes finalists' and winner's consent to Sponsors' and their agents' use of finalists and winners' names, likeness, photograph, voice, opinions and/or hometown and state for promotional purpose in any media, worldwide, without further payment or consideration.

General Conditions Sponsors reserve the right to cancel, suspend and/or modify the Competition, or any part of it, if any fraud, technical failures or any other factor beyond Sponsors' reasonable control impairs the integrity or proper functioning of the Competition, as determined by Sponsors in their sole discretion. Sponsors reserve the right in their sole discretion to disqualify any individual or Competitor it finds to be tampering with the entry process or the operation of the Competition or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Competition may be a violation of criminal and civil law, and, should such an attempt be made, Sponsors reserve the right to seek damages from any such person to the fullest extent permitted by law. Sponsors' failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Sponsors are not responsible for, nor are they required to count, incomplete, late, misdirected, damaged, unlawful or illicit votes, including those secured through payment, votes achieved through automated means or by registering more than one e-mail account and name, using another Contestant's e-mail account and name, as well as those lost for technical reasons or otherwise.

Limitations of Liability The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Competition, (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Competition; (4) technical or human error which may occur in the administration of the Competition or receipt or use of any prize. If for any reason an entrant's Submission is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another provide another Submission. No more than the stated number of prizes will be awarded.

Disputes Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Competition, or any prizes awarded, other than those concerning the administration of the Competition or the determination of winners, shall be resolved individually, without resort to any form of class action; (2) any and all disputes, claims and causes of action arising out of or connected with this Competition, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate Texas State Court; (3) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Competition, but in no event attorneys' fees; and (4) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsors in connection with the Competition, shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law of conflict of law rules (whether of the State of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Texas.

For competition results go to [Instagram.com/cityofplano](https://www.instagram.com/cityofplano)