



## **Terms and conditions**

### **Official Rules**

- 1. Eligibility:** This Campaign is open only to those who enter to win at the [www.travelalaska.com/ShowUpForAlaska/Photo-Contest.aspx](http://www.travelalaska.com/ShowUpForAlaska/Photo-Contest.aspx) and who are 18 years or older as of the date of entry. The Campaign is only open to legal residents of the Alaska and is void where prohibited by law. Employees of the Alaska Travel Industry Association (Travel Alaska), its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the "Employees"), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Campaign. The Campaign is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.
- 2. Agreement to Rules:** By participating, the Contestant ("You") agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, you agree to accept the decisions of the Alaska Travel Industry Association as final and binding as it relates to the content of this Campaign.
- 3. Campaign Period:** Entries will be accepted online starting on May 31, 2020, at 9 a.m. AKST and ending August 9, 2020, at 11:59 p.m. AKST.
- 4. How to Enter:** The Campaign must be entered by submitting a photo/video of Alaska by using the online form provided at [www.travelalaska.com/ShowUpForAlaska/Photo-Contest.aspx](http://www.travelalaska.com/ShowUpForAlaska/Photo-Contest.aspx). The entry must fulfill all Campaign requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of the Alaska Travel Industry Association. You may enter multiple times using the methods made clear in the entry form. You must provide the information requested. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of the Alaska Travel Industry Association.
- 5. Prizes:** The Winner(s) of the Campaign (the "Winner") will receive two round-trip airfare tickets to anywhere that Alaska Airlines flies in Alaska. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by the Alaska Travel Industry Association. No cash or other prize substitution shall be permitted except at the Alaska Travel Industry Association's discretion. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes and any travel expenses such as hotel and transportation costs, shall be the sole responsibility of Winner. Prize package must be used within one year of winner announcement date. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for the Alaska Travel Industry Association to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.
- 6. Odds:** The odds of winning depend on the number of eligible entries received.



7. Winner Selection and Notification: Finalists will be selected by a random drawing under the supervision of the Alaska Travel Industry Association. Winner will be chosen and by popular vote via Alaska Travel Industry Association's (Travel Alaska) Facebook page. Winner will be notified via Alaska Travel Industry Association's (Travel Alaska) Facebook page and the winner has five (5) days to contact the Alaska Travel Industry Association via direct message or comment. Alaska Travel Industry Association (Travel Alaska) will then contact Winner for contact information to coordinate the distribution of the prize. The Alaska Travel Industry Association shall have no liability for Winner's failure to receive notices due to spam, junk e-mail or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within 5 days from the time award notification was sent, or fails to timely return Alaska Travel Industry Association's completed and executed declaration and release as required by these rules, the prize may be forfeited and an alternate Winner selected. Receipt by Winner of the prize offered in this Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations. Any violation of these official rules by winner (at Alaska Travel Industry Association's sole discretion) will result in winner's disqualification as winner of the campaign, and all privileges as winner will be immediately terminated.

8. Rights Granted by You: By entering this content (e.g., photo, video, text, etc.), You understand and agree that the Alaska Travel Industry Association, anyone acting on behalf of the Alaska Travel Industry Association, and Alaska Travel Industry Association's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes. without any further compensation, notice, review, or consent.

9. Terms & Conditions: The Alaska Travel Industry Association reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond Alaska Travel Industry Association's control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, the Alaska Travel Industry Association may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by the Alaska Travel Industry Association. Alaska Travel Industry Association reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions. The Alaska Travel Industry Association has the right, in its sole discretion, to maintain the integrity of the Campaign, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Campaign rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such attempt be made, the Alaska



Travel Industry Association reserves the right to seek damages to the fullest extent permitted by law.

10. **Limitation of Liability:** By entering, You agree to release and hold harmless the Alaska Travel Industry Association and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, demand, cost, fine, judgment or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Campaign and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

11. **Disputes:** This campaign is governed by the laws of the United States and the State of Alaska, without respect to conflict of law doctrines. As a condition of participating in this Campaign, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Anchorage, Alaska having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Campaign). Participant further waives all rights to have damages multiplied or increased.

12. **Privacy Policy:** Information submitted with an entry is subject to the Privacy Policy stated on the Alaska Travel Industry Association website. To read the Privacy Policy, [click here](#).

13. **Sponsor:** The Sponsor of the Campaign is Alaska Travel Industry Association, 610 E 5<sup>th</sup> Avenue, Suite 200, Anchorage, Alaska 99501.

14. The Campaign hosted by Alaska Travel Industry Association and it is in no way sponsored, endorsed, administered by or associated with Facebook.

16. By entering the contest, You, the Contestant, have affirmatively reviewed, accepted, and agreed to all of the Official Rules.