

## **TRAVEL OREGON**

### ***Take Your Shot Oregon – Travel Award Packages***

#### **OFFICIAL RULES**

**NO PURCHASE OR PAYMENT OF MONEY IS NECESSARY TO ENTER OR WIN THIS AWARD.**

**SPONSOR/ADMINISTRATOR:** The “Take Your Shot Oregon – Travel Award Packages” (“Award”) is sponsored and administered by The Oregon Tourism Commission (dba Travel Oregon), 319 SW Washington Street, Suite 700 | Portland, OR 97204 (the “Sponsor”).

**ELIGIBILITY:** The Award is open and offered only to those who are 18 years of age or older at the time of award and who are within Providence Park, 1844 SW Morrison St., Portland, OR 97205, on the following dates when the Portland Timbers or Portland Thorns are schedule to play at Providence Park (each a “Game” and collectively the “Games”):

- Saturday, June 19, 2021 (Portland Timbers v. Sporting Kansas City)
- Sunday, June 20, 2021 (Portland Thorns v. Kansas City)
- Saturday, June 26, 2021 (Portland Timbers v. Minnesota United FC)

Employees of Sponsor, and its affiliates and subsidiaries, and their immediate family members (spouse, parent, sibling and their respective spouses, regardless of where they live) or persons living in the same households of such individuals, whether or not related, are not eligible to enter the Award or win a prize. **THE AWARD IS VOID IN PUERTO RICO, QUEBEC AND EVERYWHERE OUTSIDE OF THE UNITED STATES, CANADA, AND WHERE PROHIBITED.**

**AGREEMENT TO OFFICIAL RULES:** By participating, entrants (the “Entrants”) agree to abide by and be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all matters relating to the Award. Winning the Award (prizes defined below) is contingent upon fulfilling all requirements set forth in these Official Rules.

**ONE WAY TO ENTER:** The Office of Governor Kate Brown, or an approved designated selection entity, will select three (3) Prize Winners total, one (1) at each of the above Games. Entrants must be 18 or older and be present within Providence Park during one of the Games. One (1) Prize Winner will be randomly selected and announced at the halftime of each Game.

**GENERAL CONDITIONS:** If for any reason the operation or administration of this Award is impaired or incapable of running as planned for any reason, including but not limited to (i) infection by computer virus, bugs, (ii) tampering, unauthorized intervention, (iii) fraud, (iv) technical failures, or (v) any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Award, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Award in whole or in part, at any time, without notice and award the Prizes using all non-suspect eligible entries received as of, or after (if applicable) this cancellation, termination, modification or suspension date, or in any manner that is fair and equitable and best conforms to the spirit of these Official Rules. Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be tampering or attempting to tamper with the entry process or the operation of the Award or Sponsor’s Website; or acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE AWARD IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

**RELEASE AND LIMITATIONS OF LIABILITY:** By participating in the Award, Entrants agree to release and hold harmless the Sponsor and their respective parents, employees, officers, directors, subsidiaries, affiliates, distributors, all prize providers, sales representatives, advertising and promotional agencies (collectively, the “Released Parties”) from and against any claim or cause of action arising out of participation in the Award or receipt or use of any prize, including, but not limited to: (i) any technical errors that may prevent an Entrant from submitting an entry; (ii) unauthorized human intervention in the Award; (iii) printing errors; (iv) errors in the administration of the Award or the processing of entries; or (v) injury, death, or damage to persons or property which may be caused, directly or indirectly, in whole or in part, by Entrant’s participation in the Award or receipt of any prize. Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Released Parties are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to Entrant's or any other person's computer relating to or resulting from participation in this Award or downloading any materials in this Award. Entrant further agrees that in any cause of action, the Released Parties’ liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney’s fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

**DRAWING AND NOTIFICATION:** The three (3) Prize Winners will be selected by the Office of Governor Kate Brown, or by an approved designated selection entity. Entrants must be 18 or older and present at Providence Park during one of the Games. From the group of Entrants at each Game, the Office of Governor Kate Brown or the Governor’s designee will select one (1) Prize Winner at the Game’s halftime.

**PRIZES:** There will be **three (3) prizes** (Prize) awarded to three (3) selected Winners (“Winner”), upon the Sponsor’s confirmation of eligibility. Each Winner will receive a prize that includes:

A Travel Package for 2 people. Each package will be provided by the Sponsor and include:

- Three (3) nights hotel / accommodations (\$900)
- Tours/experiences/activities (\$600)
- Dining and transportation pre-paid gift cards (\$500)
- Booking window of September 2021 or later

The Approximate Retail Value (“ARV”) of the total prize package is \$2,000. All other expenses not specifically mentioned herein are the responsibility of Winner. If actual value of prize package is lower than the stated ARV when prize is procured and fulfilled, then the difference will not be awarded. The Winner must be 18 years of age or older. No substitution or transfer of prize(s) will be permitted. The

Sponsor reserves the right at its sole discretion to substitute the prize (or any prize component) with another prize of equal or greater value.

**ADDITIONAL PRIZE CONDITIONS:** By accepting the Prize, the Winner agrees to release and hold harmless the Released Parties from and against any claim or cause of action arising out of participation in the Award or receipt or use of the prize in question.

The potential Winner will be notified at the Game and must sign and return to the Administrator, within ten (10) days of the date of the Game, a Declaration of Compliance and Release in order to claim his/her prize. **Note: The Declaration or other required items sent to a potential Winner may require that the Winner provide their Social Security Number to the Administrator, which will be used solely for tax reporting purposes, if applicable.** All Prize Winners will be responsible for any and all local, state, and federal taxes associated with the receipt of the prize. The Winner must note that the value of the accepted prize may be taxable as income and if so, an IRS Form 1099 will be filed in the name of the Winner for the value of the prize and the Winner is solely responsible for all matters relating to the prize after it is awarded. If a prize or prize notification is returned as unclaimed or undeliverable to the potential Winner, if the potential Winner cannot be reached within three (3) business days from the first notification attempt, or if the potential Winner fails to return requisite document(s) within the specified time period, or if the potential Winner is not in compliance with these Official Rules, then such person shall be disqualified and, at Sponsor's sole discretion, an alternate winner may be selected at a subsequent Game.

**MISCELLANEOUS:** By accepting the Prize, where permitted by law, the Winner grants to the Released Parties and those acting pursuant to the authority of Sponsor and the Released Parties (which grant will be confirmed in writing upon Sponsor's request), the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation at any time the Winner's full name, portrait, picture, voice, likeness and biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification.

IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS AWARD OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZES.

By participating, Entrants release and agree to hold harmless the Released Parties from any and all liability for any injuries, death or losses or damages to persons or property and CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, OR INVASION OF PRIVACY that may arise from participating in this Award or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of the Prize. The Prize Winner also acknowledges that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prize.

**USE OF DATA:** All information submitted by Entrants will be treated according to Sponsor's privacy policy, available at <http://traveloregon.com/legal/#privacy>. By participating in the Award and providing any personal information, Entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's Privacy Policy.

**Notice to individuals; removal from mailing list.** Any individual (or other duly authorized person) may elect to exclude the name and address of that individual from all lists used by Sponsor to mail contests or

Award. To elect to have an individual's name excluded from all such lists, submit a removal request in writing to: "Take Your Shot Oregon" c/o Travel Oregon, 319 SW Washington St, Suite 700 | Portland, OR 97204. This notification system may be used to prohibit mailing of all skill contests or Award by Sponsor to such individual.

**DISPUTES:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Entrants' and Sponsor in connection with the Award shall be governed by and construed in accordance with the laws of the State of Oregon, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's or jurisdiction's laws. By participating in the Award, Entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or in connection with the Award, shall be resolved individually without resort to any form of class action; (ii) any judicial proceeding in which Sponsor is a party shall take place in Marion County Circuit Court in the State of Oregon; (iii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Award, but in no event will attorney fees be awarded or recoverable; (iv) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to seek, punitive, incidental, exemplary, consequential, special damages, lost profits, other damages, and/or any rights to have damages multiplied or otherwise increased; and (v) Entrant's remedies are limited to a claim for money damages (if any) and he/she waives any right to seek injunctive or equitable relief. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, the other provisions will remain in effect and will be construed as if the invalid or unenforceable provision were not contained herein.

**WINNERS LIST REQUEST:** To request confirmation of the name, city and state of residence of the Winner please send a self-addressed, stamped business size envelope, by July 31, 2021, to: Gabriella Linquist/Travel Oregon "Take Your Shot Oregon" Winners List Request, 319 SW Washington St. Suite 700, Portland, OR 97204.