

California Department of Forestry and Fire Protection's

Official Contest Rules and Legal Disclaimer

Introduction

By entering into any California Department of Forestry and Fire Protection ("**CAL FIRE**")-sponsored contest (each, a "**Contest**"), participant ("**Participant**") agrees to abide by these Official Contest Rules and Legal Disclaimer ("**Rules**") and the decisions of CAL FIRE which are final and binding in all respects.

No purchase necessary to enter or win. Purchase of any products or services does not enhance chances of winning.

Eligibility

Contests are open solely to legal residents of the 50 United States and the District of Columbia who are 18 years of age or older at the time of entry. Employees, officers, directors, or agents of CAL FIRE or any of CAL FIRE's partners, related companies, agencies, or agents, as well as the immediate family (defined as spouse, parents, siblings, children, and grandparents) and same household members of any such employee, officer, director, or agent, are not eligible to participate. All applicable federal, state, and local laws and regulations apply. Void where prohibited or restricted by law.

How to Enter

To enter a Contest, visit [contest entry website; (e.g., [Development Challenge | CAL FIRE](#))], click on the Contest you are interested in participating in, and follow the instructions provided. Applicable deadlines are set forth therein. CAL FIRE will not consider incorrect, fraudulent, incomplete, late, or otherwise non-conforming entries or entries that are intended to annoy, abuse, threaten, or harass any person or entity in any way. Limit of one entry per person per Contest; multiple entries by any one individual are void. Entries generated by macro, script, or other automated means are void. Any entrant using fraudulent means to participate in a Contest will be disqualified and may be guilty of violating applicable criminal laws. Eligibility is at the exclusive discretion of CAL FIRE, and CAL FIRE is entitled to reject any entrant for any reason or no reason at all without having to provide an explanation. CAL FIRE reserves the right, in its sole discretion, to cancel, suspend, or terminate a Contest for any reason and without prior notice to any Participant. In such instance, CAL FIRE may, if and as appropriate, select a winner using reasonable means that are materially consistent with the Contest in question.

Provision of Materials and Information/Intellectual Property

By entering into a Contest, Participant represents and warrants as follows: (1) that it fully owns or has properly licensed whatever materials or information (collectively the "**Submission**") it submits hereunder in connection with the Contest and can make such submissions without violating any: applicable law, agreement with any third-party, and/or third-party right of any kind (including without limitation any intellectual property, data protection, privacy, or publicity right); and (2) that any and all materials or information provided by it hereunder must be true and correct in all respects. Furthermore, without limitation on anything set forth herein to the contrary, by entering into a Contest, Participant grants to any person obtaining a copy of the Submission, in any form, a worldwide, royalty-free, non-exclusive, perpetual, irrevocable license to use, reproduce, modify, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute the Submission and such derivative works in any medium, with or without modifications, for any purpose permitted by law and to make, have made, use, offer to sell, sell, import, and otherwise transfer the Submission, and to exercise the rights granted above, under any patent claims that the Participant owns or controls.

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Prizes; Selecting and Notifying Prize Winners

The odds of winning a prize (each, a "**Prize**"), and the retail value of any such Prize, varies from Contest to Contest. This information is set forth in each Contest's webpage, which can be found by clicking on the appropriate link at: [content entry website; (e.g., [Development Challenge | CAL FIRE](#))]. All Contest winners will be selected pursuant to the specific procedures set forth in the ryanwon and are entitled to a Prize. CAL FIRE is not responsible for digital communications that are undeliverable as a result of any filtering of any kind, insufficient space in a Participant's account, or any other failure beyond its reasonable control. In the event of a dispute with respect to entries received from more than one user having the same e-mail address/account, the authorized subscriber of the account in question at the time of entry will be deemed the proper entrant. Each winner must show picture identification to claim his or her Prize. Any potential winner will forfeit his or her Prize if they: (1) fail to respond in a timely fashion to any of CAL FIRE's requests for information or signatures with respect to the Contest or the Prize; (2) cannot be reached at the information provided by such individual; (3) rejects the Prize (or it is returned undeliverable through no fault of CAL FIRE); or (4) is disqualified from the Contest for any reason. In the event of any forfeiture hereunder, an alternate winner will be selected. Prize winners are solely responsible for all applicable: (1) federal, state, and local taxes; and (2) out-of-pocket expenses, associated with Prize acceptance and use.

Publicity

Subject to applicable law, entrance in any Contest constitutes the Participant's consent to CAL FIRE and CAL FIRE's affiliates to use his or her name, voice, likeness, opinions, and biographical information for marketing, advertising, and publicity purposes in any media throughout the world at any time without the obligation to seek consent or to provide Participant with any payment or other form of consideration. Participant agrees to execute any document reasonably required by CAL FIRE to effectuate the terms hereof and failure to do so will give rise to CAL FIRE's right to execute any and all such documents as Participant's attorney-in-fact, which right is coupled with an interest and therefore, irrevocable.

Waiver of Claims

Subject to applicable law, by entering into a Contest and potentially receiving a Prize, each Participant and winner agrees to waive any and all claims against CAL FIRE or CAL FIRE's parent agency, licensees, employees, agents, officers, directors, assigns, affiliates, or related agencies (collectively with CAL FIRE, the "**CAL FIRE Parties**") from any resultant loss, property damage, injury (including death), cost, expense, fee, fine, penalty, or other loss or expense of any kind, including attorneys' fees relating to or arising directly or indirectly out of their participation in a Contest (or related activity such as a press release), CAL FIRE's right to exploit Participant's name or likeness or fully exploit any other right granted to it hereunder, from Participant's receipt, use, or misuse of any Prize, or from using material, data, platforms, and communications that may be provided by CAL FIRE or downloaded from CAL FIRE's (or an affiliate of CAL FIRE's) website).

Indemnification and Defense

Participant will defend CAL FIRE Parties against any claim, demand, government investigation, or legal proceeding made or brought by a third party against CAL FIRE Parties to the extent it arises out of or relates to any breach of this Contest, intellectual property infringement, or the negligence or willful misconduct of Participant. Participant will indemnify CAL FIRE Parties against all amounts awarded to the third party making a claim, demand, government investigation, or legal proceeding against CAL FIRE Parties, and all penalties, fines, settlement payments, and third-party costs (including legal fees) paid by CAL FIRE Parties arising out of or relating to any claim, demand, government investigation, or legal proceeding made or brought by a third party to the extent it arises out of or relates to any breach of this Contest, intellectual property infringement, or the negligence or willful misconduct of Participant.

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Limitation of Liability

IN NO EVENT WILL CAL FIRE, OR CAL FIRE PARTIES, BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS) ARISING OUT OF ANY PARTICIPANT'S PARTICIPATION IN THE CONTEST, THESE OFFICIAL CONTEST RULES, AND/OR ANY PARTICIPANT'S RECEIPT OF A PRIZE, NO MATTER UNDER WHAT THEORY ARISING, EVEN IF ANY PARTICIPANT HAS BEEN ADVISED OF THE POSSIBLY OF SUCH DAMAGES. CAL FIRE PARTIES' ENTIRE LIABILITY WITH RESPECT TO: ANY PARTICIPANT'S PARTICIPATION IN THE CONTEST, THESE OFFICIAL CONTEST RULES, AND/OR ANY PARTICIPANT'S RECEIPT OF A PRIZE WILL BE LIMITED TO \$500. SOME JURISDICTIONS MAY NOT ALLOW THE AFOREMENTIONED LIMITATIONS OR EXCLUSIONS OF LIABILITY AND AS SUCH, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

Use of Collected Materials and Information

CAL FIRE will be collecting, storing, and exploiting personal data about Participants to administer Contests and exercise its rights hereunder, including without limitation, those relating to marketing and publicity. By entering into any of CAL FIRE's Contests, Participants agree to CAL FIRE's collection and use of their personal information. CAL FIRE will not disclose any Participant's personal information to any non-affiliated third party. For more information on CAL FIRE's handling of personal information, see [CAL FIRE's Privacy Policy](#).

Dispute Resolution

These Rules are governed by and construed in accordance with the laws of the State of California. All disputes, claims and controversies, whether based on past, present or future events, arising out of or relating to statutory or common law claims, the breach, termination, enforcement, interpretation or validity of any provision of these Rules will be resolved in litigation before the Superior Court of California, County of Sacramento.

General Provisions

These Rules will be construed consistent with all applicable laws, and activities undertaken in connection with these Rules are subject to, and will be undertaken in a manner consistent with, all otherwise-applicable laws. The failure of a party to enforce any right under these Rules will not be deemed a waiver of any right. The parties commit to working collaboratively and in good faith to carry out the terms of these Rules, including its associated obligations and provisions. The objective is to achieve the Contest's intended purposes while ensuring that each party enjoys the benefits anticipated in these Rules. To this end, the parties agree to execute and furnish any necessary additional documents and take further actions reasonably requested by a party to achieve these objectives. However, such cooperation, actions, and submissions should not impose a significant financial burden on the cooperating party or substantially increase their liabilities or obligations beyond what is expressly outlined in these Rules. These Rules are not assignable by the either party, either in whole or in part, without the mutual consent of the parties in the form of a formal written amendment. Any attempt to assign or transfer in violation of the previous sentence will be void in each instance. These Rules will be binding on, inure to the benefit of, and be enforceable by the parties and their permitted assigns and no other party will have any rights, interests, or claims under these Rules as a third-party beneficiary or otherwise. Should a court of competent jurisdiction rule any portion, section or subsection of these Rules are invalid or nullified, such invalidity or nullification will not affect, invalidate, or nullify any other portion, section, or subsection of these Rules all remaining portions, sections and subsections will remain in full force and effect.