

RULES AND REGULATIONS, DECLARATION OF ELIGIBILITY, RELEASE OF LIABILITY AND PUBLICITY RELEASE

Promotion Name: Move Over Mascot Naming Contest
Sponsor: The California Department of Transportation (Caltrans) and the California Office of Traffic Safety (OTS)

How to Enter:

- Submit a name for the new Caltrans cone mascot
- Fill out all required contact information
- Agree to terms and conditions

ELIGIBILITY

This Contest is open only to individuals who (i) are legal U.S. residents of the state of California; (ii) who are 5-18 years of age at the time of entry ("Entrant"). Entrant must obtain parental consent in order to be eligible to enter the Sweepstakes. Parental Consent occurs when the parent or legal guardian of a minor entrant between the age of 5 grants permission for the Entrant to participate and agrees on behalf of himself/herself and the minor entrant to these Official Rules. If requested, entrant and/or parent or legal guardian must be able to provide such permissions or proof in a form acceptable to Sponsor.

Void outside the state of California and where prohibited by law.

Employees, contractors, officers and directors of Sponsor, its affiliates, parent companies, subsidiaries, divisions, suppliers, distributors and advertising, promotional and judging agencies, and any third party prize provider(s) and/or prize fulfillment service (collectively, the "Contest Entities"); members of the immediate families (spouse and biological, adoptive or step-parents, grandparents, children, grandchildren and siblings, and each of their respective spouses regardless of where they reside) or households (whether related or not) of any of the above individuals are not eligible to participate in the Contest or win the prize.

Only one (1) winner per household is permitted in this contest or sweepstakes. "Household members" shall mean people who share the same residence at least three (3) months a year.

TIMING

Contest begins on November 21, 2022 at 12:00:00 a.m. PDT and ends at 11:59:59 p.m. PDT on January 20, 2023 ("Contest Period").

"Submission Period": November 21, 2022 at 12:00:00 a.m. PDT and ends at 11:59:59 p.m. PDT on January 20, 2023.

"Judging Period": January 21, 2023 at 8:00:00 a.m. PDT through January 30, 2023 at 11:59:59 p.m. PDT

Winner Announcement: January 31, 2023.

DESCRIPTION OF CONTEST/HOW TO ENTER

During the Contest Period, visit www.gosafelyca.org or click the available QR code to register for the Contest by submitting the entry form with all required information. Entrants must submit a name for the Caltrans cone mascot.

No purchase is necessary to enter or win. All entries submitted become the property of Caltrans and the OTS

and will not be returned. By participating, you are granting the Caltrans and OTS perpetual, royalty free license (but without obligation) to use your submission online, on social media and any other media without limitation. Entries must contain all information requested and comply with all content submission requirements set forth herein to be valid.

PRIZES*

- (1) Laptop
- (1) (1) \$500 gift card for winning student \$500 gift card for winning student's classroom
- (1) Mascot t-shirts for winning student's classroom
- (1) Mascot visit to winning student's classroom

*Prizes for this contest have been provided courtesy of iHeartMedia.

JUDGING/WINNER SELECTION

During the Judging Period/Winner Selection, the Sponsor and designated panel of judges will determine one (1) prize winner. ALL DECISIONS OF THE JUDGES WILL BE FINAL.

WINNER NOTIFICATION

Winner will be notified via e-mail, and/or at Sponsor's discretion via phone at the phone number provided during registration on or before January 31, 2023. In the event the Winner doesn't respond to Sponsor's notification or does not accept the prize within five (5) days of notification, the prize will be deemed forfeited and an alternate Winner will be selected.

For any questions related to the contest, please contact us at moveovercontest@gmail.com

DECLARATION

I am submitting this Declaration to the Sponsor with the understanding it will be relied on to confirm my eligibility to receive the referenced Prize* in the aforementioned Promotion presented by the Sponsor. I declare and represent that I have complied with all the Official Rules of the Promotion and have committed no fraud or deception in entering the Promotion or in claiming any Prize*. I agree to return to the Sponsor any Prize* that may be awarded if any statement made herein is false, or if I do not abide by the Official Rules and any terms or conditions prescribed by the Sponsor. I agree to indemnify and hold the Sponsor and its employees, contractors, promotion agencies, agents and representatives harmless from and against all actions, suits, claims, costs, expenses, damages and any other losses arising directly or indirectly as a result of the falsity of any of the statements made by me herein. I represent that I am not an ineligible person or a current employee or member of the immediate family or household of the Sponsor.

I understand and agree that none of the Released Parties (defined below), nor their agents have arranged for or carry any insurance of any kind for my benefit relative to the acceptance, use and/or misuse of the Prize* or any portion of the Prize*. I agree I am responsible for all applicable taxes, including without limitation federal, state and local income taxes on the Prize* that may be awarded I understand no substitution, in whole or in part, will be allowed for the Prize* or any element thereof, and that the Prize* must be taken as a whole, is non-transferable or assignable and non-returnable, in whole or in part.

For valuable consideration, I hereby agree on behalf of myself: **(a)** that Sponsor, and its respective promotion agencies, agents and authorized third parties are hereby granted an unlimited, perpetual royalty-free license (but without obligation) to use, take, record, copy, transmit, distribute, display, modify, perform, present, publish, transform, copyright, create works and derivative works, and otherwise promote and utilize my winning Entry ("Entry") worldwide in any media, medium or format whether now or hereafter existing (including, without limitation, print, digital, direct mail, online (including

Sponsor's and unrelated third party social media sites), mobile or wireless communications, broadcast, billboards, telecast or photograph ("Media") for any purpose whatsoever including, without limitation, in connection with the creation, advertising, sale and/or promotion of Sponsor ("Sponsor Purpose") and without any consideration or notice to or consent by me or any third party, **(b)** that Sponsor, and its respective promotion agencies, agents and authorized third parties are hereby granted the right to use my name, image, likeness, voice, words and/or other personal attribute(s) or other personal information ("Personal Attributes") captured, photographed or otherwise recorded or memorialized in any manner by Sponsor, its representatives, myself or any other person in connection with the Contest and Prize* and all related elements thereof, in any Media for any Sponsor Purpose whatsoever, and without any consideration or notice to or consent by me or any third party; **(c)** my Entry and Personal Attributes, in whole or in part, may be edited, modified, adapted, published, reproduced, and used commercially worldwide by Sponsor for any purpose and in any Media whatsoever without further compensation or review; and **(d)** to the fullest extent permitted by law, I irrevocably release, discharge and hold harmless Sponsor, and any of its affiliated and subsidiary companies and/or entities, and their officers, directors, employees, assigns, contractors, representatives, promotion agencies and agents (the "Released Parties") from any and all alleged or actual claims, actions, demands, losses, liabilities, settlements (whether or not litigation is commenced), and damages (including without limitation wrongful death, bodily or personal injury and disability), costs and expenses (including reasonable attorney's fees), property damages and any other losses, penalties or fines whatsoever (collectively "Losses"), arising now or in the future out of or in any way related to participation in the Promotion, the acceptance, use or misuse of the Prize* and all elements thereof, by anyone including, but not limited to, Losses caused or alleged to be caused in whole or in part by (i) the negligence of one or more Released Party, (ii) any Losses threatened or brought by any third party against myself, or any third party, (iii) invasion of privacy, right of publicity, defamation, libel, slander, copyright infringement, trademark infringement, or any other causes of action arising out of the use of the Entry and Personal Attributes. To the fullest extent permitted by law, I also covenant not to sue any Released Party or cause any Released Party to be sued regarding any matter released above, and shall not disaffirm, limit or rescind this release.

I further understand and agree that all rights under Section 1542 of the Civil Code of California and any similar law of any state or territory of the United States are hereby expressly waived. Section 1542 reads as follows: CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, THAT IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

I understand the Released Parties shall not be liable to me or any other person or entity for failure to supply a Prize* or any part thereof, by reason of any act of God, any action(s), regulation(s) order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist act, cyber-attack, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, talent unavailability, event cancellation, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation stoppage, slow-down or interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any similar or dissimilar event beyond their reasonable control.

If any provision of this Declaration is unenforceable, it shall either be modified to the extent reasonably necessary to make the provision legal, valid and binding or the provision shall be struck, and in either case the remainder of this Declaration shall remain enforceable to the fullest extent allowed by law. No statements regarding the effect of this Declaration, not contained herein, shall modify the terms of the Declaration. In any proceeding or other attempt to enforce, construe or to determine the validity of this Declaration, the non-prevailing party will pay the reasonable expenses of the prevailing party, including, without limitation, reasonable attorneys' fees and costs. This Declaration shall not be construed for or against either party based on the source of the Declaration. As a condition of receiving the Prize*, I agree that any and all disputes that cannot be resolved between the parties, claims and causes of action arising,

connected with or relating in whole or in part to the subject matter of this Release are governed by the laws of the United States and California without respect to conflict of law doctrines and any disputes relating thereto shall be resolved individually, without resort to any form of class action, exclusively before a neutral one person **ARBITRATION** panel located in Sacramento, CA. Further, in any such dispute, under no circumstances will I be permitted to obtain awards for and hereby waive all rights to claim punitive, special, incidental, or consequential damages, including reasonable attorneys' fees, other than my actual out-of-pocket expenses (i.e., costs associated with entering this promotion), and I further waive all rights to have damages multiplied or increased.

I have read or have had read to me each and every word of the foregoing prior to its execution and am fully familiar with its contents and agree to be bound thereto. I understand this Declaration in whole shall be binding upon myself, my successors, assignees, subrogors, heirs, next of kin, legal and personal representatives, and anyone who obtains any rights from or through any of us.

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