

Sensational Charlotte Summers Photo Contest

Official Rules

1. ELIGIBILITY: The Charlotte's got a lot "Sensational Charlotte Summers" Photo Contest ("Contest") is open to persons who are at least 18 years of age or older, at the time of entry. You must, at the time of entry, be a lawful, permanent resident of the 48 contiguous United States or the District of Columbia, be 18 years of age or older, and be physically located in the 48 contiguous United States or the District of Columbia. Sweepstakes is void in Alaska, Hawaii, Puerto Rico, U.S. territories and possessions, outside of the U.S. and where prohibited by law. The sweepstakes and any Web sites, web pages and advertisements relating thereto are intended for viewing only within the United States. Entries received from persons residing outside of the eligible geographic areas, or where restricted or prohibited by law, will be disqualified. You must be a Facebook member and a Charlotte's got a lot fan on Facebook in order to upload a photo and enter. Facebook membership and becoming a Charlotte's got a lot fan is free. In order to register for a Facebook membership, go to www.facebook.com and follow the Sign Up instructions. Facebook is not a Sponsor of this Contest. Void where prohibited. Employees, officers and directors of the Charlotte Regional Visitors Authority ("Sponsor"), each of their parents, subsidiaries, affiliates, distributors, dealers, agents, promotion and advertising agencies ("Sponsor's Affiliates") (and their immediate families—children, spouse, parents, siblings—and those living in their same households whether or not related) are not eligible to enter. By participating, each entrant ("Entrant") agrees to be bound by these Official Rules (the "Rules") and the decisions of the judges, which are final and binding in all respects. Contest is subject to applicable federal, state and local laws and regulations. No purchase necessary to enter or win.

2. CONTEST ENTRY GUIDELINES: The Contest invites people to upload a photo to the Charlotte's got a lot Facebook Page at www.facebook.com/fan.charlottesgotalot showing an entrant enjoying their summer vacation in the Charlotte region. ("Photo" or "Entry") The Photo's format and size must follow the photo upload guidelines for facebook.com, available at www.facebook.com and are subject to the facebook.com privacy policy and terms of use. Entries that are not received by 11:59:59 a.m. PT on October 4, 2009 or that do not meet the requirement of these Official Rules will be ineligible. Any other form of Entry is void. Any Entry that, in the sole opinion of Sponsor, is considered obscene, indecent, objectionable, or otherwise not suitable for publication will be deemed ineligible, in Sponsor's discretion. You may upload an unlimited number of Photos. Each substantially unique Photo will be deemed a separate and independent entry.

All entries (including all material embodied therein) submitted to Sponsor shall automatically become the sole and exclusive property of Sponsor immediately upon submission to the Charlotte's got a lot page. Sponsor shall have the sole right to remove an Entry posting at any time and shall have absolutely no obligation to give feedback or reasoning for why an Entry was removed.

Entries must not infringe upon any rights of any third party including, without limitation, copyright, trademark, and rights of publicity and/or privacy. Entries cannot be or contain any content that is or may be perceived as violent, immoral, offensive, illegal, pornographic, obscene, or similarly inappropriate, or that represents the Sponsor in a negative way or in any manner not consistent with Sponsor's brand and/or reputation, as may be determined in Sponsor's sole and absolute discretion. Entries cannot contain, include, or encourage images or activities that are dangerous, unsafe, or present unreasonable risk of harm to person or property, and Entries cannot suggest or imply to any person to undertake any dangerous, unsafe, or unduly risky activity, as may be determined in Sponsor's sole and absolute discretion. Entry cannot promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message. Entries also cannot be dangerous or unsafe to make or produce. Entries cannot contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission. Such inappropriate Entries are strictly prohibited, and any photograph in violation of the above requirements and restrictions will be deemed void. By submitting an Entry in the Contest, each entrant represents and warrants that these requirements have been met. Failure to satisfy these requirements, as determined in Sponsor's sole and absolute discretion, may result in ineligibility with respect to all Entries submitted by or on behalf of that entrant, as determined in Sponsor's sole and absolute discretion. Incomplete and/or duplicate entries are not permitted and will be deemed void. The use of any device to automate the entry process is absolutely prohibited, and any such entries shall be void.

3. TO PARTICIPATE: To participate in the Contest, visit www.facebook.com/fan.charlottesgotalot ("Website"), during the Contest Period, and upload a Photo showing an entrant enjoying their summer vacation in the Charlotte region. Entrants must be the copyright owner of the Photo submitted. Photos should not include any identifiable people without permission. All Entries and materials submitted become the property of the Sponsor and will not be acknowledged or returned. All Entrants must have a valid email address. In the event of a dispute regarding Entries received from multiple users having the same Facebook or email account, the authorized subscriber of the Facebook or email account at the time the Entry was submitted will be deemed to be the Entrant and must comply with these Official Rules. Authorized account subscriber is the natural person who is assigned to the Facebook or email address by Facebook, the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning email addresses. Please see Facebook's privacy policy located at www.facebook.com for details of Facebook's policy regarding photos uploaded to the Facebook website. By entering the Contest you agree to receive marketing information from the Charlotte Regional Visitors Authority and participating partners.

4. WINNER SELECTION A first place winner will be chosen at the end of the Contest Period based on the highest number of "likes" received by the posted Entry from the date of posting to the final day of the Contest Period. Only "likes" will be counted, any other comments will not count towards the winner selection. In the event of a tie, the tied Entries will be judged by Sponsor based on the following equally weighted criteria: (1) Creativity; (2) Originality. In the event of a tie after judging by Sponsor, ties will be broken based on the highest score in the first above stated Judging Criteria. If tie continues, then tie(s) will be broken by the Entry with highest cumulative score in the second criteria. Any Facebook fan may vote ("Voter") for his or her favorite Entry by "liking" the Entry. Limit one (1) "like" per person/per Entry for the entire Contest Period. A Voter may "like" an unlimited number of unique Entries during the Contest Period. Any attempt by Entrant and/or his/her family/friends to "like" more than the number of times authorized herein using multiple names or email address and/or any other fraudulent mechanism, as determined by Sponsor in its sole discretion, shall give Sponsor the right to disqualify Entrant in its reasonable discretion.

5. PRIZES: The first place Winner will receive four (4) suite tickets to a Charlotte Bobcat's home game at the Time Warner Cable Arena in Charlotte, NC in the 2009-2010 season. To redeem tickets, Winner must contact the CRVA to discuss game availability. Tickets must be reserved at least two weeks in advance. The Winner is not guaranteed a specific game and game dates are subject to availability and blackout dates. The value of this prize is \$1,000. The difference between any stated prize value and actual prize value will not be awarded. Prizes are non-transferable and no cash equivalent or substitution of Prize is offered, except at the sole discretion of the Sponsor. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute prize with another prize of equal or greater value. Any food or beverage purchased at the Bobcats game is the sole responsibility of the Winner, and not the responsibility of the Charlotte Regional Visitors Authority.

6. WINNER NOTIFICATION: Winner will be notified by email message to winner's Facebook account within a day following the winner selection. If a Potential Winner is found not to be eligible or not in compliance with these Official Rules, the Potential Winner will be disqualified. In the event that a Potential Winner is disqualified for any reason, Sponsor reserves the right to award the prize to an alternate Entrant even if the disqualified Potential Winner's name may have been announced. Sponsor is not responsible for any change of Facebook account information, email, mailing address and/or telephone number of Entrants. If the potential winner does not respond within forty-eight (48) hours from the first notification attempt then such person will be disqualified and an alternate winner will be selected. All notification requirements, as well as other requirements within these Official Rules, will be strictly enforced.

7. GENERAL CONDITIONS: By participating, Entrants agree to these Official Rules, which are final and binding in all respects. Winners may be required to complete, execute, and return an Affidavit of Eligibility and, where lawful, Publicity Release upon request. If Affidavit/Release is not returned within ten (10) business days of notification, or winner is found to be ineligible or not in compliance with these Official Rules, prize will be forfeited and an alternate winner selected. If any prize notification or prize is returned as undeliverable or if winner is disqualified for any reason, prize will be forfeited and an alternate winner selected. By entering, each Entrant agrees to release and hold Sponsor, Sponsor's Affiliates, and the officers, directors, employees, representatives, contractors, and agents of each such entity ("Released Parties") harmless from any and all liability whatsoever for any injury, loss, or damage of any kind to any person or property resulting from (i) acceptance, possession, or use or misuse of any prize, (ii) participation in this Contest or any Contest-related activities, including any related travel, or (iii) use of the Entry in any manner. Except where legally prohibited, each winner grants (and will confirm that grant in writing) permission to Sponsor and Sponsor's Affiliates, exercised in their sole discretion, the right to use the winner's name, picture, likeness, voice, biographical information, and Entry (whether altered, changed, modified, edited, used alone, or used with other works) at any time, in any form, in any media, without compensation of any kind and without notice, review, or approval. All applicable taxes, whether federal, state, local, or otherwise, are solely each winner's responsibility.

By submitting an Entry, each Entrant warrants that (i) the Entry does not violate any law or regulation or any right of any third party, including those laws, regulations, and rights related to copyrights, trademarks, publicity, or privacy, (ii) the Entrant has followed the Rules and has the right to grant the rights to a Photo as provided in these Rules, (iii) the Photo has not been published or submitted in any other competition; (iv) the Entry is his or her original work; (v) the Entry has not won previous awards; (vi) you have obtained permission from any person whose name or likeness is used in the Entry; and (vii) that publication of the Entry via various media including Web posting, will not infringe on the rights of any third party. Any such entrant will indemnify and hold harmless, Sponsor and Released Parties from any claims to the contrary. Any entrant whose work includes likenesses of third parties or contains elements not owned by the entrant (such as, but not limited to, depictions of persons, buildings, trademarks or logos) must be able to provide legal releases for such use including Sponsor's use of such entry, in a form satisfactory to Sponsor, upon request, prior to award of prize and/or naming of entrant as a winner. By submitting an Entry, entrant acknowledges that his/her Entry may be posted on Sponsor's website, in Sponsor's discretion. Further, by submitting an Entry, the Entrant grants permission for Sponsor and Sponsor's Affiliates to publish, post, display, and otherwise use the Photo in any form, in any manner, and in any media deemed appropriate by Sponsor or the Sponsor Affiliate, without compensation of any kind to Entrant. Entrant further agrees that submission of an Entry is gratuitous and made without restriction, and will not place Sponsor under any obligation, that Sponsor is free to disclose or otherwise disclose the ideas contained in the Entry on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to entrant. Entrant acknowledges that, by acceptance of your submission, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than entrant. Sponsor reserves the right to screen Entries, but may post Entries to the Website without editing or other prior review. Entrants acknowledge that Sponsor has no obligation to use or post and Entry you submit.

Accepting a prize further constitutes the winner's consent to irrevocably assign and transfer to Sponsor any and all rights, title and interest in the Entry, including, without limitation, all copyrights. By accepting a prize, the winner agrees that his/her Photo will be deemed a Work Made For Hire under the Copyright laws of the United States, but if it cannot be so deemed, then the winner irrevocably assigns and transfers to Sponsor all of his/her right, title and interest in and to his/her Photo, including all but not limited to all copyright and trademark rights which he or she may have, in the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged. Winner hereby waives in favor of Sponsor, all rights of "Droit Moral" or "Moral Rights of Authors" or any similar rights or principles of law that winner may now or later have to their Photo. Sponsor reserves the right to alter, change or modify the winning Photo, in its sole discretion. Upon request of Sponsor, winner shall execute and deliver such additional instrument of assignment, as may be solely deemed by Sponsor, reasonably necessary to establish the ownership of record of the right, title and interest in and to the Photo and of the copyrights transferred and "Moral Rights of Authors" waived under these Official Rules. Should Sponsor fail to request the said assignment as stated, that shall not be deemed a waiver of Sponsor's rights and Sponsor may at a later time request the assignment.

By entering, Entrants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, participant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of North Carolina without giving effect to any choice of law or conflict of law rules. By entering, Entrants consent to the jurisdiction and venue of the federal, state and local courts located in Mecklenburg County, North Carolina.

8. LIABILITY LIMITATIONS: Neither Sponsor nor Sponsor's Affiliates are responsible or otherwise liable in any manner for any (i) lost, late, stolen, illegible, misdirected, non-delivered, or improperly captured Entry, (ii) lost, interrupted, or unavailable satellite, network, server, or other connection, (iii) accessibility or traffic congestion, miscommunication, or failed computer, network, telephone, satellite, cable, transmission line, or communication line, (iv) technical failure, malfunction, or difficulty, whether related to software or hardware, (v) jumbled, scrambled, delayed, or misdirected transmission, (vi) incorrect, incomplete, or inaccurate information, (vii) unauthorized access to, tampering with, or hacking into any Website or electronic device, or (viii) other error, omission, interruption, deletion, defect, or delay of any kind whether human, mechanical, electronic or network. Sponsor may, at its sole discretion, disqualify any individual who tampers with any Entry or with the operation of the Contest, who acts in violation of these Rules or otherwise in a non-sportsmanlike or disruptive manner, or who displays any intent to threaten, abuse or harass any other person. If, for any reason, the Contest is affected by any computer virus, worm, bug, tampering, hacking, unauthorized intervention, fraud, technical failure or other cause which, in the sole opinion of Sponsor, corrupts or otherwise affects the administration, security, fairness, integrity or proper conduct of this Contest, Sponsor may in its sole discretion cancel, terminate, modify, or suspend the Contest, and determine winners from Entries already received or as otherwise deemed fair and equitable by Sponsor. As a condition of entering, Entrants (or their parent or legal guardian if an eligible minor) agree (and agree to confirm in writing): (a) under no circumstances will entrant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (b) all causes of action arising out of or connected with this Contest, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (c) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs.

9. TERMINATION/SUSPENSION/MODIFICATION OF SWEEPSTAKES:

If for any reason this Sweepstakes is not capable of running as planned, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of Visit Charlotte which corrupt or affect the administration, security, fairness, integrity, fulfillment or proper conduct of the sweepstakes, Visit Charlotte reserves the right at its sole discretion to terminate, modify or suspend the sweepstakes and to select the winner by conducting a random drawing from those eligible entries received up to the termination/suspension date. Visit Charlotte may also disqualify or prohibit an entrant from participating in the sweepstakes or winning a prize in this or any other promotion conducted, at its sole discretion, if it determines that said entrant has violated the Official Rules or has threatened or is attempting to undermine the legitimate operation of the sweepstakes by cheating, hacking, deception or other unfair playing practices (including the use of automated quick entry programs), or intending to annoy, abuse, threaten or harass any other entrants. Any attempt by an entrant to deliberately damage the Web site or undermine the legitimate operation of the sweepstakes may be in violation of criminal and civil laws. Should such an attempt be made, Visit Charlotte reserves the right to seek remedies and damages (including attorney's fees) from any such entrant to the fullest extent of the law, including criminal prosecution.

IN NO EVENT WILL SPONSOR OR SPONSOR'S AFFILIATES BE RESPONSIBLE OR OTHERWISE LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES RELATED TO THE CONTEST, INCLUDING ANY ACCESS TO OR USE OF THE WEBSITE OR ANY DOWNLOADING FROM OR PRINTING MATERIAL FROM THE WEBSITE. EVERYTHING ON THE WEBSITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

10. WINNERS LIST: To request a list of winners, write your complete name and address on a 3"x5" card and a self-addressed stamped envelope to: Sensational Charlotte Summer Photo Contest, 500 South College St, Charlotte, NC 28202, for receipt by October 31, 2009.

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