

#OnlyInCascais Instagram Photo Contest – Winter Edition

By Cascais Tourism Board - Visitors & Convention Bureau
<http://www.visitcascais.com/>

OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING.

PROMOTION DESCRIPTION:

Post one or more of your photos of Cascais region to your Instagram page with the hashtag #OnlyInCascais.

The contest starts on February 13th and ends on March 19th, 2017 (the Contest period).

The prize for the winner of the #OnlyInCascais Instagram Photo Contest – Winter Edition is a one (1) night stay in a double room at Farol Hotel in Cascais for two (2) Pax with complimentary breakfast and free access to the hotel's bikes for a ride along the stunning Atlantic Coast.

The stay booking must be subject to the availability of the hotel and it's valid until May 31st.

By participating in the Promotion, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Associação Turismo de Cascais (Cascais Tourism Board - Visitors & Convention Bureau), Avenida Clotilde, Ed. CCE – 3°C 2765-211 Estoril, Portugal (Sponsor) which shall be final and binding in all respects.

ELIGIBILITY: Only participants who are at least 18 years of age or older at the time of entry are eligible to enter. Officers, directors and employees of Sponsor, and its parents, subsidiaries, affiliates, members, distributors, retailers, sales representatives, advertising and promotion agencies (all such individuals and entities referred to collectively as the “Promotion Entities”), and each of their immediate family members and/or people living in the same household are NOT eligible to enter the Promotion or win a prize. This Promotion is void where prohibited. This Promotion is in no way sponsored, endorsed or administered by, or associated with Instagram or Facebook.

HOW TO ENTER: To participate in the Contest, you must have an Instagram account. During the Contest Period, upload to your Instagram account a picture of your best Cascais region related photos (each photo a “Submission”) along with the hashtag #OnlyInCascais” (the “Hashtag”). Once you upload your Submission to your Instagram account using the Hashtag, you receive one (1) Submission into the Contest. Enter as many different photographs as you like during the Contest Period; however, each photograph may only be submitted one time. Your Submission must include the Hashtag in order to be eligible. We will consider photos that were upload between December 21st 2016 and March 19st 2017. Your Instagram account must be set to permit public viewing of your photos in order for Sponsor to receive your Submission. By using the Hashtag in connection with your Instagram post, you are

acknowledging and agreeing that Sponsor has the right to stream your post through the Instagram API or otherwise use your post for promotions purposes.

The Submission must meet the following “Submission Requirements”: (i) the Submission must be the submitting entrant’s original, previously unpublished work and not feature or focus on any material owned or controlled by third parties (including without limitation, third party copyrighted material); (ii) the entrant must provide upon request all appropriate clearances, permissions and releases for the Submission; and (iii) the Submission must not include images that are obscene, pornographic, libelous or otherwise objectionable.

Any entry featuring a Submission that, in Sponsor's good faith judgment, violates the Submission Requirements will be disqualified.

All Submissions must be received by the end of the Contest Period. The Website’s database clock will be the official time keeper for this Contest. Proof of entering information on the Website is not considered proof of delivery to or receipt by Sponsor of such entry.

WINNER SELECTION AND NOTIFICATION: At the end of the Contest Period, Cascais Tourism Board designated guest judges (collectively, the “Judges”) will judge all eligible Submissions on the following criteria: Creativity & Originality (50%) and Photographic Quality (50%). The Judges will select one (1) Prize Winner (the “Winner”), and such determination shall be final and binding.

Sponsor may make changes regarding eligibility or ineligibility and are subject to change at Sponsor’s discretion. In the event of a tie between two Submissions, Sponsor will select the winning Submission in its sole discretion. To notify the potential Instagram winner, Sponsor will post a comment on the potential winner’s Photo including Sponsor’s contact information. Sponsor is not responsible for communication problems of any kind. Sponsor shall have no liability for any Prize Winner notification that is lost, intercepted or not received by the potential Grand Prize Winner for any reason. If a potential prize winner does not respond within ten (10) days of the first notification attempt, or if the notification is returned as unclaimed or undeliverable to any potential prize Winner, such potential prize winner will forfeit his or her potential prize and an alternate prize winner may be selected. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the prize for any reason, such potential prize winner will be disqualified and the next highest scoring entrant may be selected.

PRIZES:

One (1) Prize: One (1) Prize (the “Prize Winner”) is available. The Prize Winner will receive a voucher to one night stay at Farol Hotel in Cascais for two (2) Pax with complimentary breakfast and free access to the hotel's bikes for a ride along the stunning Atlantic Coast. Prize Winner and guest must complete booking according to the hotel’s availability and it’s valid until May 31st.

Hotel may require a credit card or cash deposit upon check-in. All costs and expenses not specifically listed herein, including but not limited to, gratuities, taxes, visas, travel insurance, immunizations, souvenirs, hotel services and any other incidentals not mentioned herein are the sole responsibility of the Prize Winner.

PUBLICITY RELEASE: By participating in the Promotion, in addition to any other grants which may be granted in any other agreement entered into between Sponsor and any entrant in or winner of the Promotion, each entrant irrevocably grants the Promotion Entities and their respective successors, assigns and licensees, the right to use such entrant’s name, likeness, biographical information and Submission, and any

individual(s) participating therein, in any and all media for any purpose, including without limitation, advertising and promotional purposes as well as in, on or in connection with the Promotion or other promotions, and hereby release the Promotion Entities from any liability with respect thereto.

REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION: Each person who enters this Promotion represents and warrants as follows: (i) the Submission is the entrant's own original, previously unpublished, and previously unproduced work; (ii) the Submission does not contain any computer virus (as applicable), is otherwise uncorrupted, is wholly original with entrant, and as of the date of submission, is not the subject of any actual or threatened litigation or claim; (iii) the Submission does not and will not violate or infringe upon the intellectual property rights or other rights of any third party; and (iv) the Submission does not and will not violate any applicable laws, and is not and will not be defamatory or libelous. Each entrant hereby agrees to indemnify and hold the Promotion Entities harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder.

DATES & DEADLINES/ANTICIPATED NUMBER OF CONTESTANTS: Because of the unique nature and scope of the Promotion, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Promotion. Sponsor cannot accurately predict the number of entrants who will participate in the Promotion.