NO DONATION OR PURCHASE NECESSARY TO ENTER OR WIN. DONATION OR PURCHASE DOES NOT INCREASE CHANCES OF WINNING. The “Patriotic Pet Watch Party: A Capitol Fourth 2024” Contest is intended for participation only within the State of California and shall be construed according to, and governed exclusively by, California State law. Do not participate in the Contest if you are not a legal resident of the State of California physically located in the State of California at the time of entry, or do not fall within the eligibility requirements set forth in these Official Rules below.

“Patriotic Pet Watch Party: A Capitol Fourth 2024”

CLOSED CONTEST OFFICIAL RULES

1) DESCRIPTION OF THE CONTEST. The "Patriotic Pet Watch Party: A Capitol Fourth 2024” Contest (the “Contest”) is sponsored by Public Media Group of Southern California doing business as PBS SoCal (“Sponsor”) located at 2900 West Alameda Ave., 5th Floor, Burbank, California 91505. The Contest is a photograph competition related to Sponsor’s Independence Day Celebration broadcast entitled "A Capitol Fourth" (the "Program"), which website is located at https://www.pbssocal.org/a-capitol-fourth-airing-on-pbs-socal (the "Website"). The prizewinner will receive a Prize as more specifically described below. By participating in this Contest, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor and/or judges, which shall be final and binding in all respects.

2) WHO MAY ENTER. The Contest is open only to PBS SoCal members who are legal residents of the State of California, eighteen (18) years of age or older at the time of entry, and have not won a prize from any of Sponsor’s related contest, sweepstakes or giveaways within a ninety (90) day period preceding the time of entry hereto. Directors, officers and employees, and their immediate family members, or those living in the same household as such directors, officers and employees of Public Media Group of Southern California or its parent, affiliated, or subsidiary companies, agents or representatives (collectively “Promotion Entities”) are not eligible to enter or win. By participating in this Contest, each entrant unconditionally agrees to abide by these Official Rules and the decisions of the Sponsor and/or judges, which shall be final and binding in all matters relating to this Contest. The potential prizewinner for this Contest may be required to show proof of residency. The Contest is void where restricted or prohibited by law.

3) WHEN TO ENTER. The Contest will consist of a submission period, which shall begin at 05:00:01 p.m. pacific time (“PT”) on June 17, 2024, and end at 11:59:59 p.m. PT on June 26, 2024 (the “Submission Period”), a judging period, which shall begin at 09:00:01 a.m. pacific time (“PT”) on June 27, 2024, and end at 11:59:59 p.m. PT on June 27, 2024 (the “Judging Period”), and a prizewinner selection and announcement date, which shall begin and end on or about June 28, 2024 (the “Announcement Day” and together with the Submission Period and Judging Period, the “Contest Period”), whereby one (1) prizewinner will be selected and announced to receive a Prize as more specifically set forth hereinbelow. To be eligible for the Contest, all eligible entries must be received by the end of the Submission Period. Sponsor’s database clock shall be the official timekeeping device for all entries received in connection with this Contest.

4) HOW TO ENTER. No purchase necessary to enter or win. Making a purchase will not improve your chances of winning. To participate in this Contest, a computer with internet access is required. There are two (2) methods of entry into this Contest. METHOD ONE: ONLINE: During the Submission Period, each entrant must visit the website located at https://www.pbssocal.org/a-capitol-fourth-airing-on-pbs-socal (the “Website”) and follow the links and instructions to the Contest page, complete the Contest entry form in its entirety, upload one (1) “A Capitol Fourth” patriotic pet themed photograph, and then select the submit icon to successfully enter into the Contest. METHOD TWO: EMAIL: During the Submission Period, each entrant must send an email to sweepstakes@pbssocal.org (“E-Mail”), which includes entrant’s first and last name, telephone number, email address and one (1) “A Capitol Fourth” patriotic pet themed photograph. Any Submission (as defined below) entered into this Contest will not be acknowledged or returned. Entry must be made by entrant only in the manner as set forth herein. All other methods of entry are considered void. There is a limit of one (1) Submission per person throughout the entire Contest Period.
5) **SUBMISSION REQUIREMENTS.** Each photograph that is entered into the Contest must meet ALL of the “Submission Requirements” set forth below to be considered (a photograph that meets all such requirements and a completed Contest entry form, regardless of the form of entry will be referred to as a “Submission”) and any Submission that in Sponsor’s good faith judgment violates the below noted criteria will be disqualified and/or discarded.

To enter this Contest, each entrant must provide the following: (i) a completed Contest entry form; and (ii) a “A Capitol Fourth” patriotic pet themed photograph. All photographs must illustrate entrant’s inspired pet fashion and enthusiasm for Sponsor’s program entitled, “A Capitol Fourth.”

All photographs that are not the original work of entrant are not eligible for the Prize (as defined below). By submitting a photograph, each entrant agrees to the terms and conditions of these Official Rules, and further represents and warrants that entrant is the original author and copyright owner of the submitted photograph, and that entrant has the authority to grant the permission and rights granted herein, and that no other permission is required to grant such rights, and entrant hereby irrevocably grant Promotion Entities the right, but not the obligation, to use the photograph, entrant’s name or screen name, voice, and likeness for advertising and promotional purposes in any and all media, now known or hereafter devised (including without limitation by broadcast and on the Website), without notice, review, or approval, in perpetuity and throughout the universe without further compensation, and entrant hereby release the Promotion Entities and their respective parent, subsidiaries and affiliated companies, advertising and promotion agencies, and all of their respective officers, directors, employees, representatives and agents from all claims arising out of any such use.

All Submissions must meet the Submission Requirements. The Submission must (a) be created and owned exclusively by entrant; (b) not have been previously published, released or distributed commercially; (c) not infringe upon any third party copyright rights, or violate any law, and as of the date of Submission, not be subject to any actual or threatened litigation or claim; and (d) be suitable for publication (i.e., no profanity, no obscene language, no description of real or simulated sexual acts, no description of graphic or gratuitous violence, no description of dangerous or illegal acts, no provocative, offensive, indecent, defamatory or libelous descriptions embodied in the photograph), which shall be determined by Sponsor and/or the Promotional Entities in their sole discretion. Submissions that violate or do not meet the requirements set forth above will be discarded and/or disqualified. The Promotion Entities shall not be responsible for incorrect or inaccurate entry information whether caused by entrant or by any of the equipment or programming associated with or utilized in connection with the Contest or by any technical or human error or any other intentional, casual, or inadvertent misconduct, which may occur in the processing of the entries in the Contest. The Promotion Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries. The use of any device to duplicate the entry process is prohibited. All information and tangible materials submitted to Sponsor will not be returned. No correspondence will be acknowledged or entered into.

6) **JUDGING PERIOD.** During the Judging Period, qualified judges, selected in Sponsor’s sole discretion, will review each Submission to ensure that they comply with the Submission Requirements as stated in these Official Rules. Judges in their sole and absolute discretion will evaluate all eligible Submissions based upon the following subjective criteria: (i) twenty-five percent (25%) creativity; (ii) twenty-five percent (25%) originality; and (iii) fifty percent (50%) “A Capitol Fourth” theme (“Judging Criteria”).

7) **PRIZEWINNER SELECTION / PRIZE.** A total of up to one (1) prizewinner will be selected and announced on the Announcement Day. At the end of the Judging Period one (1) potential Winning Contestant (as defined below) will be selected from all eligible entries received. The determination for each winning Submission shall be made by Sponsor and/or its designee in its sole and absolute discretion, and such determination shall be final and binding. Subject to the timely return of all required documents as set forth below, the entrant who submitted the winning Submission (the “Winning Contestant”) will be entitled to receive a prize consisting of (i) “A Capitol Fourth” branded watch party kit; and (ii) one (1) Sponsor and/or Program branded promotional pack which will include one (1) Daisuke tote, one (1) Daisuke sweatshirt, one (1) PBS SoCal tote, and one (1) PBS SoCal mug (collectively, the “Prize”). The total Approximate Retail Value (“ARV”) for the Prize is Three Hundred Thirty-Seven Dollars and 00/100ths ($337.00). All other prize expenses not specified herein shall be the sole responsibility of the Winning Contestants including, without limitation, all travel arrangements and parking fees.
8) **GENERAL PRIZE RESTRICTIONS:** The Prize may not be redeemed for cash. The Prize is non-assignable and nontransferable. The Prize is subject to availability and Sponsor in its sole discretion may substitute cash or a different prize of approximately equal or greater value except where prohibited by law. If lost, the Prize awarded will not be replaced. No Prize will be substituted, except at Sponsor’s sole discretion due to prize unavailability and then only for a prize of equal or greater value. If applicable, the Winning Contestant is solely responsible for the reporting and payment of any federal, state and/or local taxes on the Prize. Depiction of the Prize in any advertising, promotional materials, or on the Contest Website or E-Mail (if any) may not reflect the actual Prize delivered to the Winning Contestants. Sponsor or its agents shall not be responsible for delays in delivery of any prize once it has been shipped by Sponsor or its agent. The Winning Contestant shall bear all risk of loss or damage to the Prize after it has been delivered to the Winning Contestant. If any potential Winning Contestant declines the Prize, is found to be ineligible, or fails to comply with these Official Rules, such potential Winning Contestant will be disqualified and will forfeit the Prize he or she otherwise might have received. If applicable to the Prize awarded herein, in the event the Winning Contestant and/or his or her guest (if applicable) engage in behavior that (as determined by Sponsor in Sponsor’s sole discretion) is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten any other person, Sponsor reserves the right to terminate the applicable event early, in whole or in part, and send the Winning Contestant and/or his or her guest home with no further compensation. Upon verification of entrant’s win and compliance with these Official Rules, delivery of the Prize will be coordinated by a representative of Sponsor and the Winning Contestant will receive further notification with details on how to claim the Prize.

9) **RULES GOVERNING PRIZEWINNER:** The Winning Contestant will be notified by e-mail following the determination of prizewinner(s) and/or by regular mail or telephone promptly following the prizewinner selections. It is the sole responsibility of each entrant to notify Sponsor in writing if the entrant changes his/her e-mail address or other contact information by writing to “Public Media Group of Southern California, 2900 West Alameda Ave., 5th Floor, Burbank, California 91505.” The Promotion Entities shall have no liability for any prizewinner notification that is lost, intercepted or not received by the potential prizewinner for any reason. Prizewinner may be required to execute and return an Affidavit of Eligibility & Liability/Publicity Release within three (3) days following the date of attempted notification. If a selected prizewinner cannot be contacted, is ineligible, fails to claim a prize, and/or fails to return any Affidavit of Eligibility and Liability/Publicity Release (if required) within the applicable time period, Sponsor may elect to disqualify the selected prizewinner, who will then forfeit his or her right to receive the Prize. By accepting a Prize, the Winning Contestant agrees that Sponsor may, without any limitation or further compensation, use his or her name, screen name, voice and/or likeness in any and all media for the purpose of advertising and promoting the Website, the Contest, the Program or any other promotion, content or sweepstakes sponsored by the Promotion Entities.

10) **DATES & DEADLINES / ANTICIPATED NUMBER OF CONTESTANTS.** Because of the unique nature and scope of the Contest, 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 Contest. Sponsor cannot accurately predict the number of Contestants who will participate in the Contest.

11) **LICENSE.** Entrant shall retain all ownership rights in the entrant’s Submission. However, by submitting the Submission into the Contest, entrant hereby grants to Promotion Entities a worldwide, non-exclusive, royalty-free, sublicensable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the Submission in connection with the Contest, Program, and Promotion Entities, (its successors’ and affiliates’) business, including without limitation promotion and redistributing part or all of the Submission (and derivative works thereof) in any and all media formats and through any and all media distribution. Promotion Entities have the absolute right to edit and/or alter any Submission. Promotion Entities reserve the right to use (or not use) each entrant’s Submission at all and/or as little of the Submission as it so chooses.

12) **REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION.** Each person who enters this Contest represents and warrants to Sponsor as follows: (i) the Submission is the entrant’s own original, previously unpublished, and previously unproduced work; (ii) the Submission 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 neither infringes upon nor violates the intellectual property rights or other rights of any other person or entity; (iv) the Submission does not and will not violate any applicable laws, and meets the Submission Requirements set forth above. 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.
13) **IMPORTANT. PLEASE READ - GENERAL RELEASE AND LIMITATIONS ON LIABILITY.** By entering the Contest, entrants agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with the Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event will attorneys’ fees be awarded or recoverable; and (3) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby knowingly and expressly waives all rights to seek, punitive, incidental or consequential damages and/or any other damages, other than actual out-of-pocket expenses, and/or any and all rights to have damages multiplied or otherwise increased. Each entrant acknowledges and agrees that the Promotion Entities are not responsible for any costs, injuries, losses, or damages of any kind arising from or in connection with: (i) incomplete, lost, late, misdirected or illegible entries or for failure to receive entries due to any cause, including without limitation human, transmission, or technical problems, failures, or malfunctions of any kind, whether originating with sender, with Sponsor, or otherwise, that may limit an entrant’s ability to participate in the Contest; (ii) any injury or damage resulting from participation in the Contest and/or the use or misuse of any prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to, loss or destruction of property, or any claims, costs, injuries, losses, or damages related to or based on the entrant’s rights of publicity or privacy, or the entrant’s claim that he or she has somehow been defamed or portrayed in a false light; (iii) waives any right to claim ambiguity in the Contest or these Official Rules. Sponsor reserves the right to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Contest, to void suspect entries and/or cancel, terminate or suspend any portion of this Contest should a virus, bugs, non-authorized human intervention or other causes beyond the control of Sponsor corrupt or impair the administration, security, fairness or proper play of the Contest and, in any such event, at its discretion, select a prizewinner from eligible, non-suspect entries received prior to the event requiring such termination, cancellation or suspension. This Contest may not be used for any form of gambling. Sponsor assumes no responsibility for any damage to an entrant’s computer system which is occasioned by accessing the Website, sending an E-mail, or participating in the Contest, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature, or for the incorrect or inaccurate capture of information, or the failure to capture any information. This Contest is in no way sponsored, endorsed or administered by Facebook, Twitter, or any other social media platform used by Sponsor to promote this Contest (collectively, the “Social Media Platforms”). Entrant releases and holds harmless any Social Media Platforms from any and all claims or liability in connection with Sponsor’s promotion and administration of this Contest.

14) **GOVERNING LAW.** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES, OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE CONTEST OR IN CONNECTION WITH ANY PHOTOGRAPH SUBMISSION OR OTHER MATERIAL SUBMITTED IN CONNECTION WITH THE CONTEST, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE’S LAWS. THE INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION OF THESE RULES SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY OTHER PROVISION. IN THE EVENT THAT ANY PROVISION IS DETERMINED TO BE INVALID OR OTHERWISE UNENFORCEABLE OR ILLEGAL, THESE RULES SHALL OTHERWISE REMAIN IN EFFECT AND SHALL BE CONSTRUED IN ACCORDANCE WITH THEIR TERMS AS IF THE INVALID OR ILLEGAL PROVISION WERE NOT CONTAINED HEREIN.

15) **ARBITRATION PROVISION.** By participating in this Contest, each entrant agree that any and all disputes the entrant may have with, or claims you may have against, the Promotion Entities relating to, arising out of or connected in any way with (i) the Contest, and/or (ii) the awarding or redemption of any prize, and/or (iii) the exploitation or use of any Submission or other material submitted in connection with the Contest, will be resolved individually and exclusively by final and binding arbitration. The arbitration will be conducted in accordance with the American Arbitration Association’s (“AAA”) Commercial Arbitration Rules as modified by the terms of this Agreement. If an entrant has any questions about the American Arbitration Association, or wishes to obtain a copy of the AAA’s rules and forms, such entrant may call (800) 778-7879 or visit the AAA’s website at www.adr.org. The arbitration shall take place in the County of Los Angeles, California before a single arbitrator, selected pursuant
to such rules, and shall be conducted on an expedited basis and in strict confidence. The arbitrator selected pursuant to these Official Rules shall be well acquainted with the entertainment industry, and shall not have the power to impose punitive damages. Each party hereby waives any and all rights and benefits which it might otherwise have or be entitled to under federal law or the laws of California or any other state to litigate any such dispute in court, it being the intention of the parties to arbitrate all such disputes. The arbitrator’s decision shall be controlled by the terms and conditions of these Official Rules, and any other agreements the applicable entrant may have entered into with Sponsor in connection with the Contest, and shall be final and binding, and shall provide for each party to bear its own costs of arbitration and attorneys’ fees. EACH PARTY EXPRESSLY WAIVES ANY RIGHT TO A JURY. Judgment upon the award of the arbitrator may be entered or enforced in any court of competent jurisdiction. If either party fails to appear at the hearing on the date designated in accordance with the rules of the American Arbitration Association, or shall otherwise fail to participate in the arbitration proceeding, the arbitrator is hereby empowered to proceed *ex parte*. If you do not agree to these requirements (or any other provision herein), do not participate in the Contest. If any part of this Arbitration Provision is deemed to be invalid or otherwise unenforceable or illegal, the balance of this Arbitration Provision shall remain in effect and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein.

16) **PRIZEWINNER LIST:** To obtain a copy of the Official Rules, visit [https://www.pbssocal.org/a-capitol-fourth-airing-on-pbs-socal](https://www.pbssocal.org/a-capitol-fourth-airing-on-pbs-socal). To view any legally required prizewinner’s list, which may be posted for a period of thirty (30) days following the end of the Contest, visit [https://www.pbssocal.org/a-capitol-fourth-airing-on-pbs-socal](https://www.pbssocal.org/a-capitol-fourth-airing-on-pbs-socal). These Official Rules may not be available following the end of the Contest Period.

17) **SPONSOR:** The Contest is sponsored by:

**Public Media Group of Southern California**
doing business PBS SoCal
2900 West Alameda Avenue, 5th Floor
Burbank, California 91505