



## **'Unsung Heroes' Contest Rules**

### **1. DESCRIPTION OF CONTEST/PARTICIPATION**

**Dates of Contest:** Contest will begin on August 15, 2022 at 12:00 am PT and ends at 11:59 pm PT on September 16, 2022 ("Contest Period"). The entry period for the Contest will begin on August 15, 2022 at 12:00 am PT and ends at 11:59 pm PT on September 16, 2022 ("Entry Period"). All entries must be received no later than the end date/time of the Entry Period to be valid.

**How to Enter:** During the Entry Period, submit a short essay and visit <http://www.californiacapitalairshow.com/unsung-heroes/> to register for the Contest by submitting the entry form with all required information (including your name, email address, phone number, address, date of birth, and/or any other information requested by Company (7UP) and any other information requested by the Company to receive one (1) entry into the corresponding Entry Period. Limit: only one (1) nomination entry per Nominee per Nominator. Entries must contain all information requested and comply with all content submission requirements set forth herein to be valid. Essays may or may not be read throughout the Contest period, it's the Company's sole discretion. All entries become the property of the Company and will not be returned. Entries are subject to any applicable restrictions or eligibility requirements listed herein. Administrator's decisions as to the administration and operation of the Contest and the selection of potential winners are final and binding in all matters related to the Contest. Sponsor shall have the right to verify all requirements stated herein prior to declaring a winner or awarding a prize.

**SUBMISSION CRITERIA:** Entry submissions must be made by submitting an essay "Nominate an 'Unsung Hero'" The Company will not take submissions from a 3rd party. Proof of ownership may be required by Contest judges. Contest submissions must be submitted and received before the registration deadline. Limit of one submission entry per email address per person (Entrant).

**Entry Criteria:**

- Entry submission of the essay, explaining why the Nominee is a local hero that has shown courage in the community
- Essay should be in English and be one paragraph in length and not to exceed 500 characters in length
- Permitted formats of the entry - Online submission form Entry should explain why the nominee is deserving of the prize

**WHO CAN BE NOMINATED?** Any eligible 'Unsung Hero' ("Nominee") with their permission, who currently resides within the Sacramento region. A nominee may be nominated only once during

the Contest Period. If, anytime during the Contest Period (described herein), the Nominee moves outside of the area then Nominee will no longer be eligible to receive a prize or participate. Nominees must comply with the Consumer Created Requirements set forth in the Contest Rules to be considered eligible to participate.

**‘UNsung HEROS’ GUIDELINES FOR NOMINEE:**

- A local hero that has shown courage in the community
- The nominee must be in good health and physically able to participate in an aircraft flight. Nominee must be over the age of 21 and cannot exceed the age of 65. The absolute minimum weight for a nominee is 103 lbs. and the maximum weight for a nominee is 300 lbs. Maximum height for a nominee is 75 inches.
- People ineligible for the program include, but are not limited to, active-duty military members; elected and appointed officials; unit honorary commanders; newscasters; reporters; board directors or other individuals who have the ability to garner publicity in their own right.

**WHO CAN DO THE NOMINATING?** To nominate an ‘Unsung Hero’, you (“Nominator”) must be at least 18 years of age on date of nomination entry. Nominator can only nominate ONE (1) Nominee for the entire duration of the promotion.

**NOMINATOR IS NOT ELIGIBLE TO RECEIVE A PRIZE.** All information submitted in nomination forms will be subject to verification. The Organization/Company reserves the right to reject and disqualify any entry discovered to be false or fraudulent, in its sole discretion. Entries are subject to any applicable restrictions or requirements listed herein. The Company is not responsible for entries not received due to difficulty accessing the Internet, service outage or delays, computer difficulties and other technological problems. The Released Parties (as defined below) are not responsible for lost, late, undeliverable, illegible, damaged, stolen, garbled, delayed, misdirected, mutilated, or incomplete entries or communications, regardless of cause. Multiple Entrants are not permitted to share the same email address. Should multiple users of the same e-mail account, enter the Contest and a dispute thereafter arise regarding the identity of the Entrant, the authorized account holder of said e-mail account at the time of entry will be considered the Entrant. “Authorized account holder” is defined as the natural person who is assigned an e-mail address by an Internet access provider, on-line service provider, or other organization which is responsible for assigning e-mail addresses, or the domain associated with the submitted e-mail address. Proof of submission of an entry shall not be deemed proof of submission or receipt by the Company for online entries. The Company’s computer will be deemed the official time keeping device for the Contest. Entries will be disqualified if found to be incomplete and/or if prohibited multiple entries are determined. Entries in excess of the above stated limit will be declared ineligible. All entries become the property of Company and will not be receipt acknowledged or returned. Company’s decisions as to the administration and operation of the Contest and the selection of potential winners are final and binding in all matters related to the Contest.

2. **CONSUMER CREATED CONTENT REQUIREMENTS.** As used herein, “Content” includes and refers to all information, content, and material submitted by you in connection with the Contest

(including, but not limited to your essay). By submitting your Content, you warrant and represent that such Content: (a) is your original work, (b) has not been previously published, (c) has not won previous awards, (d) has not been copied from other, (e) does not infringe upon the rights of any person or entity (including such individual's and/or entity's copyrights, trademarks rights, rights of privacy or publicity or any other intellectual property), (f) that you have obtained permission from a person whose name, likeness or name is used in the Content, and (g) that publication of the Content via various media including Web posting, will not infringe on the rights of any third party rights. Any such Entrant will indemnify and hold harmless, Released Parties (as defined herein) from any claims to the contrary. Any Entrant whose Content includes names or 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 Company's use of such Content, in a form satisfactory to Company, upon request, prior to award of prize and/or naming of Entrant as a winner. The Content submitted shall be 100% owned and controlled by the Entrant. The Content shall be free and clear of any claims by any person whose writings, quotes, or ideas are embodied in the Content, or any person rendering services in connection with the Content. The Content shall not contain any materials owned or controlled by a third party for which you have not obtained a license. The Company reserves the right to remove or void any Content that it deems to be in violation of these Official Rules, in its sole and absolute discretion. By submitting Content you agree that your Content disclosure is gratuitous, unsolicited, and made without restriction, will not place the Company or Contest Entities under any fiduciary or other obligation, that the Company and Sponsor are free to use and 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 you. You acknowledge that, by acceptance of your Content, the Company and the Company Entities do not waive any rights to use similar or related ideas previously known to Company or Company Entities, or developed by their employees, or obtained from sources other than you. BY SUBMITTING ANY CONTENT, ENTRANT ACKNOWLEDGES THAT HIS/HER CONTENT MAY BE POSTED ON COMPANY'S AND/OR SPONSOR'S WEBSITE, OR ELSEWHERE ON THE INTERNET AS AUTHORIZED BY COMPANY, IN COMPANY'S DISCRETION. In consideration for your participation in this Contest and for the opportunity to win a prize hereunder, you hereby grant the Company, the Contest Entities, and another authorized on their behalf, an unlimited, perpetual, worldwide, non-exclusive, non-restrictive, royalty-free, sub-licensable (through multiple tiers) right and license to use, publish, reproduce, display, perform, adapt, modify, distribute, publically perform, transmit, have distributed, prepare derivative works of, and promote such Content in any form, in all media now known or hereinafter created, anywhere in the world, for any purpose and without consideration to the Entrant.

All Content submitted must confirm to the additional submission requirements set forth as follows to be eligible:

- Content must comply with these Official Rules and any Terms of Service on the Company website
- Content must be uploaded/submitted in the format specified and must comply with the posting requirements set forth above and as posted on the Company website
- The Content must be Federal Communications Commission acceptable, including no use of indecent or obscene material or language

- Content cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain nudity or any materially dangerous activity
- Content cannot promote alcohol, illegal drugs, tobacco, or firearms/weapons (or the use of any of the foregoing), and cannot promote or portray any activities that may appear unsafe or dangerous, or any particular political agenda or message
- Content cannot be offensive, endorse any form of hate or hate group
- Content cannot defame, misrepresent or contain disparaging, libelous, or misleading remarks, comments, or material about the Company, the Company, the Sponsor, any of their respective products and/or services, or about any other people, products or companies
- Content cannot infringe on or violate any copyright, patent, trademark, trade secret, right of publicity, or other intellectual property, proprietary, or contractual right of a third party and cannot contain any personal identification such as license plate numbers, personal names, e-mail addresses or street addresses, other than Entrant's
- Content cannot contain trademarks, logos or trade dress owned by others, or advertise or promote any brand or product of any kind, without permission;
- Content cannot contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media) without permission (Company does not permit the infringement of others' rights and any use of materials not original to the Entrant, except copyrighted materials owned by Company, is grounds for disqualification from the Contest. Therefore, do not copy your favorite movie, book or photo or include materials, images, graphics, music or trademarks belonging to any third parties or incorporate the names, voices, likeness or personas of any party other than yourself unless you have obtained all rights necessary to permit you to use same in connection with your content and grant the rights herein granted to Company and Contest Entities)
- Content shall not include any background artwork, unless it is an original work of the Entrant (any artwork, murals, etc. that can be seen in the Content must be created solely by the Entrant or Entrant must be the sole owner of all copyright interests therein)
- The Content cannot be abusive or harassing towards any individual or group of individuals regarding race, sex, religion, creed, national origin, age, disability, gender identity or expression, sexual orientation or any legally protected classification (which includes, but is not limited to, epithets or slurs, threats, intimidations, or hostile acts)
- Content cannot contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission
- Content cannot communicate any messages or images inconsistent with the positive images and/or goodwill to which Company wishes to associate
- Content cannot depict, and cannot itself, be in violation of any law
- The Content must be socially acceptable and in good taste, as determined by the Company in the Company's sole discretion

ALL DECISIONS REGARDING THE APPROPRIATENESS OF THE MATERIALS CONTAINED IN THE CONTENT SHALL BE AT THE SOLE DISCRETION OF THE COMPANY. The Company reserves the right to reject any Content, in its sole discretion, based on the terms set forth herein as well as

current broadcast standards and other programming and operating practices and policies established by the Company and/or Company for airing advertising. Any waiver of any obligation hereunder by Company does not constitute a general waiver of any obligation to Entrants. Company reserves the right to waive the Contest Content requirements set forth herein in its reasonable discretion. Company reserves the right, in its reasonable discretion, during or upon completion of the Entry Period, to request that any Entrant resubmit his or her Content which fails to comply with the Content requirements prior to any judging period. By accepting a prize, the winner(s) agrees that his or her Content 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 Company and Sponsor all of his/her right, title and interest in and to his/her Content, 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 Company and 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 Content. Each of Company and Sponsor reserves the right to alter, change or modify the winning Content, in its sole discretion. Upon request of Company, winner shall execute and deliver such additional instrument of assignment, as may be solely deemed by Company or Sponsor, reasonably necessary to establish the ownership of record of the right, title and interest in and to the Content and of the copyrights transferred and "Moral Rights of Authors" waived under these Official Rules. Should Company or Sponsor fail to request the said assignment as stated that shall not be deemed a waiver of Company's or Sponsor's rights and Company or Sponsor may at a later time request the assignment.

## 'Unsung Heroes' Selection Criteria

**WINNER SELECTION:** On or about September 19, 2022 at 11:59PM PT, the winning Nomination as determined by the Company\*, will be declared the Grand Prize winner, subject to verification. ALL DECISIONS BY THE COMPANY WILL BE FINAL. By review of the essay submitted, the Company will determine which will be designated the Grand Prize Winner.

### **Grand Prize (1) includes:**

- A ride in a vintage T-6 Texan the week of the Airshow!
- One-night stay at one of California Capital Airshow's host hotels
- 2 California Capital Airshow VIP Capital Club tickets
- VIP Parking Pass

### **Second Prize (1) includes:**

- 2 California Capital Airshow Capital Club VIP tickets for Saturday, October 1 OR Sunday, October 2, 2022
- VIP Parking Pass

The winning Nominees will be contacted from the information provided at time of registration. If the Company is unable to contact the selected winner with the information provided or in the event the selected Nominees forfeits the prizes, the Company reserves the right to select an alternative winner(s) at its sole discretion. By participating, you agree (a) to be bound by these Official Rules; (b) as between you and the Company, that the decisions of the Company is final on all matters relating to the Contest; (c) you are not participating on behalf of any employer or third party; and (d) in the event that you do not comply with these rules, that you will be disqualified and your prize (if any) will be forfeited. Potential winners are subject to verification, including verification of eligibility. If an Entrant is unable to verify his/her information, the Entrant will automatically be disqualified and their prize, if any, will be forfeited. The Company reserves at its sole discretion the right to not award the prize or to determine an alternate winner or finalist (if applicable) in accordance with the official rules in the event that that any winner or finalist has been disqualified, cannot be contacted, or is deemed ineligible for any reason. Notification will take place on September 19, 2022 and is deemed to have occurred immediately upon placing of a phone call or sending of an e-mail or any other form of communication Company may use to contact the potential winners. The Company is not responsible for any change of email address, mailing address, and/or telephone number of Entrants. The Company is not obligated to leave voice mail, answering machine or other message. The Contest Entities are not responsible for and shall not be liable for late, misdirected or unsuccessful efforts to notify potential winners, or (if a potential winner is a minor) for late, misdirected, or unsuccessful efforts of the Entrant to provide signed parental or guardian consent. If the potential winner does not claim the prize within the appropriate time given upon, the Entrant will automatically be disqualified and their prize will be forfeited. All potential winners will be notified by email at the email address provided during registration. Each potential prize winner must contact the Company as indicated in the email notification within twenty-four (24) hours of notification. Failure to respond within the specified time period may result in the potential winner being disqualified. As a condition of participating in the Contest, Entrants agree and acknowledge that in order to receive a prize and be deemed a winner, Entrants must sign an official waiver form provided by the

Company and agree to the terms herein, including but not limited to the prize conditions. The potential prize winner may (in Company's sole discretion) be required to sign and return a declaration of eligibility and any other form necessary to verify eligibility, along with the required releases within twenty four (24) hours after the first (1st) delivery attempt to Entrants e-mail address in order for the potential prize winner to be qualified for the prize, unless otherwise stated herein or at the time of notification. The potential prize winner's failure to return all required forms within this time period may result in the potential winner being disqualified and an alternate winner may be determined by Sponsor in its sole and discretion, in accordance with the Official Rules. It is strictly prohibited for anyone who does not meet the age requirement at the time of entry to be allowed to participate in the Contest and no situation shall anyone under the age of twenty one (21) be permitted to enter the Contest at any time, under any circumstances.