

# Dog Costume Contest Terms and Conditions

## **SPONSOR**

Sponsor is Central Amusement International LLC, as Luna Park IN Coney Island, 1000 Surf Avenue, Brooklyn, NY 11224, USA (hereinafter: "Sponsor" or "Luna Park").

## **TERM**

The "Halloween Harvest Dog Parade & Costume Contest" will take place on October 14, 2017 from 1pm US Eastern Standard Time (EST) to 4pm EST (the "Contest")- Rain date scheduled for October 15, 2017 from 1:00pm US Eastern Standard Time (EST) to 4:00pm EST. Information on how to enter and on the prizes are part of these official rules ("Official Rules"). By participating to the Contest, each participant agrees to the Official Rules and warrants that his or her entry complies with all requirements set out in the Official Rules.

Contest is open only to legal residents of the fifty (50) United States and the District of Columbia, who are over the age of 18 at the time of entry. Current and former employees of Sponsor are not eligible.

## **HOW TO PARTICIPATE**

- NO PURCHASE IS NECESSARY AND A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. To participate, contestants must register online for the Contest or at the check-in desk located inside Luna Park, 1000 Surf Avenue, Brooklyn, NY 11224 on October 14, 2017 at 12pm EST or, in case of rain, on October 15, 2017 at 12:00pm EST.
- In order to be registered, participants shall provide his/her contact information, provide information for their dog, sign the Liability Waiver form and provide proof of current dog license and rabies vaccination.
- All dogs must have a collar and a leash must be on hand by owner/participant. Limit one dog per handler. No aggressive dogs are allowed. Any dog exhibiting aggressive behavior will be required to leave the Contest and Luna Park properties. Every owner/participant takes full responsibility for his or her dog at all times.
- Participants will showcase their dogs in costume in front of 3-5 judges, from 1:15pm EST to at or about 4:00pm EST.
- The judges will evaluate the costumes based on Cutest, People's Choice, Most Original and Best in Show.

## **CONTEST PRIZES**

- There will be four (4) Winners selected out of all of the Participants, one (1) per category.
  - Categories of Cutest, Most Original and People's Choice will receive one (1) gift certificate sponsored by Bing's Barkin' Bakery.
  - Category of Best of Show will receive one (1) one (1) month subscription to Bark Box
- No prize transfer, assignment or substitution by winners permitted. If a prize (or part of a prize) is unavailable, the Sponsor, in its discretion, reserves the right to substitute the original prize (or that part of the prize) with an alternative prize to the equal monetary value and/or specification, unless to do so would be prohibited by law.

## **LICENSE**

By entering the Contest, all entrants grant an irrevocable perpetual non-exclusive license to Sponsor, to reproduce, distribute, display and create derivative works of the Entries in connection with the Contest and promotion of the Contest, in any media now or hereafter known, including, but not limited to, future advertising and marketing. Entrants consent to the Sponsor doing or omitting to do any act that would otherwise infringe the entrant's "moral rights" in their Entries. Display or publication of any Entry on a Sponsor's website does not indicate the entrant will be selected as a winner. Sponsor will not be required to pay any additional consideration or seek any additional approval in connection with such use. Additionally, by entering, each entrant grants to Sponsor the unrestricted right to use all statements made in connection with the Contest, and pictures or likenesses of Contest entrants. However, Sponsor may choose not to use all statements made in connection with the Contest, and pictures or likenesses of Contest entrants, at its sole discretion. Sponsor will not be required to pay any additional consideration or seek any additional approval in connection with such use.

## **LIMITATION OF LIABILITY**

By entering this Contest, all entrants agree to release, discharge and hold harmless Luna Park, Central Amusement International LLC, The City of New York, The City of New York City Department of Parks and Recreation, The New York City Economic Development Corporation and Apple Industrial Development Corp. and their partners, affiliates, subsidiaries, advertising agencies, agents, employees, officers, directors, and representatives from any claims, losses, and damages arising out of their participation in this Contest or any Contest-related activities and the acceptance and use, misuse, or possession of any prize awarded hereunder.

Luna Park assumes no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to Contest Entries or Entry forms; or alteration of Entries or Entry forms. Luna Park is not responsible for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any e-mail Entry to be received on account of technical problems or traffic congestion on the Internet or at any Web site, human errors of any kind, or any combination thereof, including any injury or damage to entrants' or any other persons' computers related to or resulting from participation, uploading or downloading of any materials related to this Contest.

#### **CONDITIONS**

This Contest is VOID WHERE PROHIBITED. Entrants agree that this Contest shall be subject to and governed by and subject to the laws of the state of New York without reference to its conflict of laws principles, and the forum for any dispute shall be in the County of Kings (State of New York), United States of America. To the extent permitted by law, any entrant expressly waives the right to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Contest. Certain restrictions may apply.

By entering, entrants also agree (a) to be bound by these Official Rules; (b) that the decisions are final and binding with respect to all matters relating to the Contest; and (c) that, if the entrant wins, Sponsor may use the winning Entry and the winner's name, likeness, and/or voice in any publicity or advertising relating to the Contest or future promotions without compensation or approval (except where prohibited by law). All federal, state/provincial/territorial and local taxes, fees and surcharges and taxes (whether foreign or domestic, and including income, sales, and import taxes) on prizes are the sole responsibility of the prize winners. In the event that the selected winner(s) of any prize are/is ineligible, cannot be traced or do not respond within 10 days to a winner notification as required by the "Contest Prizes" Rules above, or refuses the prize, the prize will be forfeited and Sponsor, in its sole discretion, may choose whether to award the prize to another entrant.

The Sponsor reserves the right to verify the validity of any Entry and/or entrant (including an entrant's identity and address) and to disqualify any entrant who submits an Entry that is not in accordance with these Official Rules or who tampers with the Entry process. Failure by the Sponsor to enforce any of its rights at any stage does not constitute a waiver of those rights.

#### **RIGHT TO CANCEL OR SUSPEND CONTEST**

If for any reason the Contest is not capable of running as planned, due to infection by computer virus, bugs, worms, trojan horses, denial of service attacks, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, Sponsor reserves the right, at its sole discretion, to disqualify any individual(s) who tamper with the Entry process, and/or to cancel, terminate, modify, or suspend the Contest. If Sponsor elects to cancel or terminate the Contest, Sponsor will not retain any rights to Entries.

#### **DATA PRIVACY**

Entrants agree that personal data, especially name and address, may be processed, shared and otherwise used for the purposes and within the context of the Contest and any other purposes outlined in these Official Rules, including further communications from Sponsor not related to this Contest. The data may also be used by the Sponsor in order to verify the participant's identity, postal address and telephone number or to otherwise verify the participant's eligibility to participate in the Contest. Participants have the right to access, review, rectify or cancel any personal data held by Sponsor by writing to Sponsor at 1000 Surf Avenue, Brooklyn, NY 11224.