



# BALANCE AWARENESS WEEK to **DEFEAT** *DIZZINESS*

## Flat Flamingo Photo Contest - OFFICIAL RULES

NO MONETARY CONTRIBUTION IS NECESSARY TO ENTER OR WIN.  
A MONETARY CONTRIBUTION DOES NOT INCREASE THE CHANCES OF WINNING.

- 1. Eligibility:** The Flat Flamingo Photo Contest is open to anyone who shares a personal Flat Flamingo photo(s) through a social media post. The Flat Flamingo Photo Contest is void where prohibited by law and subject to all applicable federal, state, and local laws and regulations.
- 2. Agreement to Rules:** By participating, you the Contestant ("You") agree to be fully and unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of VEDA as final and binding as it relates to the content of this Flat Flamingo Photo Contest.
- 3. Photo Contest Period:** Entries will be accepted online starting July 15, 2016 at 12am Pacific Daylight Time and ending September 18, 2016 at 11:59pm Pacific Daylight Time.
- 4. How to Enter:** The Flat Flamingo Photo Contest may be entered by acquiring a Flat Flamingo (either by creating a Personal Campaign Page or requesting one by contacting VEDA and providing your full name and mailing address), taking a photo of yourself with the Flat Flamingo (other individuals may also be included in the photo), posting the photo publicly on your Facebook or Twitter page with the hashtag "#DefeatDizziness" and tagging the Vestibular Disorders Association (VEDA) in your post (VEDA tags - Facebook: @vestibulardisorders / Twitter: @vestibularveda). Alternately, you may create a Balance Awareness Week Personal Campaign Page and post your photo there. The entry must fulfill all Flat Flamingo Photo Contest requirements, as specified, to be eligible to win a prize. You may post multiple entries but can only win once.
- 5. Prizes:** Ten (10) Winners of the Flat Flamingo Photo Contest (the "Winners") will each receive a gift certificate for one (1) pair of KEEN shoes, valued at up to \$210. No cash or other prize substitution shall be permitted. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. Acceptance of prize constitutes permission for VEDA to use Winner's name, likeness, and entry for promotional purposes without further compensation, unless prohibited by law.
- 6. Odds:** The odds of winning depend on the number of eligible entries received.
- 7. Winner Selection and Notification:** Winners will be selected by a panel of judges consisting of Balance Awareness Week Committee Members. Winners will be notified by email or direct message on the social network where their entry was received (Facebook or Twitter) within five (5) days following selection of Winners. VEDA shall have no liability for Winner's failure to receive notices due to spam, junk e-mail or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within 30 days from the time award notification was sent, the prize may be forfeited and an alternate Winner selected. Receipt by Winner of the prize offered in this Flat Flamingo Photo Contest is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT VEDA'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE FLAT FLAMINGO PHOTO CONTEST, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

**8. Rights Granted by You:** By entering your content (e.g., photo, video, text, etc.), You understand and agree that VEDA, anyone acting on behalf of VEDA, and VEDA's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Flat Flamingo Photo Contest, and biographical information for news, publicity, information, public relations, and promotional purposes, without any further compensation, notice, review, or consent. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless VEDA from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which VEDA may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

**9. Terms & Conditions:** VEDA reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Flat Flamingo Photo Contest should virus, bug, non-authorized human intervention, fraud, or other cause beyond VEDA's control corrupt or affect the administration, security, fairness, or proper conduct of the Flat Flamingo Photo Contest. In such case, VEDA may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by VEDA. VEDA reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Flat Flamingo Photo Contest or website or violates these Terms & Conditions. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Flat Flamingo Photo Contest may be a violation of criminal and civil laws. Should such attempt be made, VEDA reserves the right to seek damages to the fullest extent permitted by law.

**10. Limitation of Liability:** By entering, You agree to release and hold harmless VEDA and its sponsors, affiliates, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Flat Flamingo Photo Contest and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

**11. Disputes:** The Flat Flamingo Photo Contest IS GOVERNED BY THE LAWS OF THE UNITED STATES AND OREGON, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Flat Flamingo Photo Contest, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Flat Flamingo Photo Contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Oregon having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Flat Flamingo Photo Contest). Participant further waives all rights to have damages multiplied or increased.

**12. Sponsor:** The Sponsor of VEDA's Flat Flamingo Photo Contest is Micromedical Technologies.

**13. Facebook and Twitter:** The Flat Flamingo Photo Contest hosted by VEDA is in no way sponsored, endorsed, administered by, or associated with Facebook or Twitter.

**14.** By submitting an entry, You, the Contestant, have affirmatively reviewed, accepted, and agreed to all of these Official Rules.