

VISIT OAKLAND & OAKTOBERFEST INSTAGRAM GIVEAWAY

INSTAGRAM GIVEAWAY RULES

VISIT OAKLAND & OAKTOBERFEST INSTAGRAM GIVEAWAY RULES

How to Enter:

Visit Oakland will run an Instagram Giveaway from 12:00pm PST Tuesday, September 27, 2022, through 4:30pm PST, Thursday, September 29, 2022. Visit Oakland will randomly select four (4) winners that will each receive a “Drink Package” for this year’s Oaktoberfest in the Diamond. Each Drink Package includes an event stein and four (4) drink tickets - redeemable for beer, wine, cocktail, or root beer float. Oaktoberfest in the Diamond takes place on October 1-2, 2022.

To qualify, entrants must like our Oaktoberfest Instagram Giveaway post, tag a friend in the comments of our Oaktoberfest Instagram Giveaway post and follow @VisitOakland and @Oaktoberfest on Instagram. Entries begin on Tuesday, September 27, 2022, at 12:00pm PST and ends on Thursday, September 29, 2022, at 4:30pm PST.

Winners will be selected and notified no later than Thursday, September 29, 2022, by 5:00pm via direct message on Instagram. During the Giveaway Period, to qualify for an entry via the Instagram application you must use your own account and must be at least 21 years old. You must have a public Instagram account and if you are selected as a winner, you must be able to receive Direct Messages. This promotion is in no way sponsored, endorsed, or administered by or associated with Instagram or any other social media used throughout the giveaway.

Complete Rules Below:

NO PURCHASE OR PAYMENT REQUIRED TO ENTER OR WIN. GIVEAWAY VOID WHERE PROHIBITED.

Sponsor:

Visit Oakland

Marketing Department

481 Water Street Oakland, CA 94687

The details of the prize and how to enter the Giveaway are contained in these Official Rules.

Eligibility:

Visit Oakland & Oaktoberfest Instagram Giveaway (the “Giveaway”) is only open to legal residents of the United States and the District of Columbia, who are of legal age of majority in the jurisdiction in which they reside (and at least 21 years old) at the time of entry. Void outside United States and District of Columbia and where prohibited or restricted by law, rule or regulation. Employees of Visit Oakland (Sponsor) and its respective affiliates, subsidiaries, advertising, or promotion agencies are not eligible, nor are members of these employees' families (defined as parents, children, siblings, spouse, and life partners). Proof of

residency and age may be required. The Giveaway is subject to all applicable federal, state, and local laws, rules and regulations.

Timing:

The Giveaway begins at 12:00pm Pacific Standard Time (“PST”) on Tuesday, September 27, 2022, and ends at 4:30pm PST on Thursday, September 29, 2022, (“Promotion Period”).

This Giveaway is not sponsored, endorsed or administered by Instagram, nor is Instagram associated with this Giveaway in any way. By entering this Giveaway, you understand that you are providing information to the Sponsor and not to Instagram. By entering this Giveaway you completely release Instagram from any and all liability for losses or injuries caused or claimed to be caused by participating in the Giveaway. Any questions, comments or complaints regarding this Giveaway must be directed to the Sponsor and not to Instagram.

By participating in the Giveaway, entrants hereby agree to all personal information uses and disclaimers as explained in Sponsor’s Privacy Policy at www.visitoakland.com/privacy-policy. Notwithstanding any contrary provision in the Sponsor’s privacy policies, entrants grant to the Sponsor, and the Sponsor reserves, the right to use any and all information related to the Giveaway, including information provided by entrants in connection with the Giveaway, for any purpose, unless prohibited by law. Entrants may be required to sign a release, which grants the Sponsor the right to use and publish their proper name online or in any other media in connection with the Giveaway. In order to accept a prize, entrants shall be required to sign a release that grants permission to the Sponsor to use his or her name, photograph, likeness, prize information and/or biographical information without future compensation unless prohibited by law. By entering, participants release and hold harmless the Sponsor, its respective parents, subsidiaries, affiliates, directors, officers, employees, and agents from any and all liability for any injuries, loss or damages of any kind arising from or in connection with the Giveaway, Sponsor’s website or any prize won.

Agreement to Official Rules Participation in the Giveaway constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and Sponsor's Privacy Policy at www.visitoakland.com/privacy-policy and to be contacted by telephone and/or email. Odds of winning depend on the total number of eligible entries received. No limit of entries. One (1) comment equal one (1) entry.

The giveaway will run for seven (3) days, the selection of four (4) winners will be selected at random and contacted through Instagram direct message. The Sponsor's decisions as to all matters related to administration of the Giveaway winners is final. Potential winners must comply with all terms and conditions set forth in these Official Rules and winning and award of prize is contingent upon fulfilling all requirements. If a potential winners cannot be contacted within twenty-four (24) hours after the first attempt to contact such potential winners, an alternate entrant will be selected in his or her place at random from all eligible entries received.

Winners are fully responsible for any and all applicable federal, state, and local taxes (including income and withholding taxes). All costs and expenses associated with Prize acceptance and use not specified herein as being provided are the sole responsibility of the winners. All prize details are at Sponsor's sole discretion.

The Prize is non-transferable and non-assignable, with no cash redemptions or substitutions except at Sponsor's sole and absolute discretion. Sponsor reserves the right to substitute a prize (or portion thereof) with one of comparable or greater value, at its sole and absolute discretion.

Restrictions winners is fully responsible for any and all applicable federal, state, and local taxes (including income and withholding taxes). Except where otherwise expressly noted in these Official Rules, the selection of all vendors, prizes, products and services is subject to the Sponsor's sole and absolute discretion. Prize (and/or any portion thereof) is nontransferable and non-exchangeable. No substitutions or cash redemption of prize is permitted except that Sponsor retains the right to substitute a prize of equal or greater retail value (or at Sponsor's election, the cash value of the applicable prize). Additional restrictions may apply.

All federal, state and local taxes related to the Prize are the sole responsibility of the winners. All other expenses and costs not expressly listed above are the winners' sole responsibility. No refunds or credit for changes are allowed. No transfer of the prize is permitted. Return of any prize notification as undeliverable may result in disqualification and selection of an alternate winner.

General Conditions: The Giveaway is governed by the laws of the United States and the State of California, excluding conflicts of laws principles. All federal, state and local laws and regulations apply. Giveaway void where prohibited. Giveaway may only be entered in or from United States and entries originating from any other jurisdiction are not eligible for entry.

Except where prohibited by law, winners and guest grant to Sponsor and its advertising agencies the right to use and publish Winner's and Winner's guest's photo, proper name, likeness, voice, opinions, biographical information and state in any media to promote the Giveaway without additional compensation. By entering, you release, indemnify and hold harmless Sponsor, any sponsor of the Giveaway, and each of their respective subsidiaries, affiliates, owners, members, shareholders, directors, officers, employees and agents ("Releases") from any and all liability for any injuries, loss or damage of any kind, including death, arising from or in connection with the Giveaway or receipt or use and/or misuse of any prize. Sponsor reserves the right to cancel or modify the Giveaway if fraud or any other factor impairs the integrity of the Giveaway as determined by Sponsor in its sole discretion. Online entries are deemed made by the authorized account holder of the e-mail address submitted at the time of entry. The "authorized account holder" is deemed the natural person who is assigned to an e-mail address by an Internet access provider, service provider or other online organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. A potential winner may be requested to provide Sponsor with proof that the potential winner is the authorized account holder of the e-mail address associated with the winning entry. Prize will only be awarded to the authorized account

holder. If, in Sponsor opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Giveaway, or if technical difficulties compromise the integrity of the Giveaway, Sponsor reserves the right in its sole discretion to void any entries at issue (including disqualifying any individual who tampers or otherwise interferes with the entry process), and to cancel, terminate, modify or suspend the Giveaway, in whole or in part, at any time without notice. In the event of such cancellation, Sponsor reserves the right to award prize in a random drawing from all eligible entries received before the time of cancellation. Sponsor in no way promote illegal acts, and any and all entries which include or promote illegal acts will be disqualified. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction of unauthorized access to, or alternation of, entries. Sponsor is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry received by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site, any combination thereof, or otherwise, including any injury or damage to entrant's or any other person's computer related to or resulting from participation or downloading any materials in the Giveaway. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Participants in the Giveaway hereby consent to the exclusive jurisdiction and venue of California courts (state and federal) in Alameda County for any causes or controversies arising out of the Giveaway. Winner and any guest of Winner waive any and all objections to jurisdiction and venue in these courts. Entrants hereby agree that any and all disputes, claims, causes of action, or controversies ("Claims") arising out of or in connection with this Giveaway shall be resolved, upon the election by entrant or Sponsor, by arbitration pursuant to this provision and the code of procedures of either the National Arbitration Forum ("NAF") or the American Arbitration Association ("AAA"), as selected by the entrant. IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM. FURTHER, NEITHER SPONSOR NOR ENTRANT WILL HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR OTHER PERSONS SIMILARLY SITUATED, OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT ENTRANT WOULD HAVE IF ENTRANT WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. The arbitrator's authority to resolve Claims is limited to Claims between Sponsor and entrant alone, and the arbitrator's authority to make awards is limited to awards to Sponsor and entrant alone. Furthermore, claims brought by either party against the other may not be joined or consolidated in arbitration with Claims brought by or against any third party, unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration.

Winner List Giveaway results and copy of these Official Rules may be obtained by sending a self-addressed, stamped envelope to: "Visit Oakland & Oaktobefest Instragram Giveaway" Visit Oakland, Attn: Marketing Dept., 481 Water Street Oakland, CA 94687.