## **OFFICIAL RULES – PDX Doodle Contest - 2021**

## By entering this Contest, entrants agree to be bound by these Official Rules.

NO PURCHASE OR PAYMENT IS REQUIRED TO ENTER OR WIN. OPEN ONLY TO RESIDENTS OFTHE UNITED STATES WHO ARE 18 YEARS OR OLDER. VOID WHERE PROHIBITED BY LAW.

**Deadlines**: The PDX Doodle Contest (the "**Contest**") begins at 9:00 a.m. (PST) on September 8, 2021 and ends at 11:59 p.m. (PST) on October 8, 2021 (the "**Entry Period**"). The sole determinant of time for purposes of the Contest will be the computer clock of the Port of Portland ("**Port**") or its internet service provider.

Who May Enter: The Contest is open to any U.S. resident 18 years or older, including employees that work at PDX.

**How to Enter**: During the Entry Period, visit the Contest page on the Portland International Airport ("**PDX**") website <a href="https://www.pdxnext.com/doodle\_(the "Contest Website"">https://www.pdxnext.com/doodle\_(the "Contest Website")</a> and follow instructions to enter online. Entrants must provide all required information; the Port may invalidate incomplete entries. One entry per person. (see "Prizes" and "Selection of Prize Winners" below). Accessing the Contest Website is required for entry. Contact the Port at the address below (see "Sponsor" below) for more information. By entering, all entrants agree to be bound by these Official Rules.

**Contest Theme**: PDX is undergoing a significant facilities upgrade, which includes several construction projects throughout PDX. The Port refers to these construction projects as PDX Next. To help maintain the positive nature of PDX during construction, and to celebrate PDX as a beloved airport of travelers and other airport users, the Port is collecting original comments and drawings that will bring a smile to our travelers. These PDX Next comments and drawings ("Doodles") may be selected for publication or other modest prizes (see "Prizes" and "Selection of Prize Winners" below).

Entry Submission Requirements: Each entry must:

- Be an original comment or drawing, created in the medium provided on the Contest Website, and be submitted by the original creator thereof. Do not submit content created by someone other than you.
- o Be in English or Spanish if the comment or drawing includes words.
- Not infringe any third party's rights, including but not limited to copyright, trademark, trade secret, right of publicity, or right to privacy.
- Be suitable for display and performance in a public venue and not contain any content that is sexually explicit, offensive, illegal, pornographic, or obscene or that is in bad taste or is otherwise objectionable to the Port, in the Port's sole discretion.
- Not contain libelous or otherwise defamatory statements, including but not limited to words or symbols that are widely considered offensive to members of a certain race, ethnicity, religion, sexual orientation, or socioeconomic status.
- Not include threats of any sort, to any person, place, business or group.
- Not contain any commercial content that promotes any product or service or contain or reference any thirdparty names, logos, service marks, trade names or trade dress (nominative depiction or description thereof may be acceptable, in the Port's sole discretion)

**Prizes**: Nine winning Doodles will be selected from the entries. Winners will receive one custom T-shirt with all nine winning Doodles on it. The winning Doodles will be enlarged and published at PDX, on websites, social media and on digital monitors at the airport or other locations ("Port Sites"). Winners will also receive modest prizes such as socks, hats or gift cards to PDX shops or restaurants, all with a value less than \$100 (the T-shirts described above and the listed modest prizes are "Physical Prizes").

Selection of Prize Winners: Nine winning Doodles will be selected based on the most "likes" on the Contest Website.

**Prize Winner Notification; Claiming a Prize**: Prize winners will be notified by e-mail. Entrants that do not win will not be notified. Winners of prizes other than publication must pick up the prize in person during business hours at the offices of the Port of Portland, 7200 NE Airport Way, Portland OR 97218.

Odds of Winning: Odds of winning are dependent on the number of eligible entries received.

**Prize Value**: The verifiable retail value of the prizes is as follows: publication prizes: none; Physical Prizes: under \$100.00. Winners are responsible for any applicable federal or state income taxes.

Conditions: The Port reserves the right, in its sole discretion, to: (1) cancel, suspend, and/or modify the Contest, or any part of it, if any fraud, technical failures, or any other factor beyond the Port's reasonable control impairs the integrity or proper functioning of the Contest; (2) modify these Official Rules at any time, to waive minor entry informalities without liability, or to otherwise modify, suspend, or terminate the Contest at any time; and (3) disqualify any individual found to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in a disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of law. Should such an attempt be made, the Port reserves the right to seek damages from any such person to the fullest extent permitted by law. The Port's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or of any other provision. The Port will not be responsible for any: (a) telephone, computer, hardware, software, programming, or interrupted or unavailable network, server or other connections, network malfunction, or other technical failures or errors, or failure to properly process entries; (b) communication disruption or other forces beyond the reasonable control of the Port, including inability to access the Contest Website, submit entries, or other disruption related to Internet traffic, virus, bug or non-authorized intervention; or (c) damage caused by computer virus or otherwise resulting to any computer from entrant's access of the Contest Website, whether human, mechanical, or electronic. If such malfunction, error, disruption, or damage occurs and impairs the administration, security, fairness, integrity, or proper play of the Contest, the Port may, in its sole discretion, suspend or terminate the Contest by posting a notice at the Contest Website. If the Contest is terminated before the end date stated above the Port may, but is not obligated to, determine a winner or winners from all potentially eligible entries received as of the termination date. Persons found tampering with or abusing any aspect of this Contest, or whom the Port believes to be causing malfunction, error, disruption, or damage will be disqualified in the Port's sole discretion. The Port reserves the right to void all entries made through any robotic, automatic, mechanical, programmed, or similar entry duplication method and to disgualify any individual using such a method. Entrants agree to be bound by the decisions of the Port in interpreting these Official Rules and administering the Contest, which decisions will be final and binding in all respects.

**Legal**: By submitting an entry, you represent and warrant that you are 18 years old or older and you agree to release and hold harmless the Port and its commissioners, 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 Contest or any prize. The Contest is subject to all federal, state, and local laws and regulations and is void where prohibited by law. The laws of the State of Oregon will govern the Contest. No payment of anything of value, purchase of anything, or donation is required to enter or win a prize. Any action or proceeding arising out of the Contest will be litigated in courts located in Multnomah County, Oregon. The Contest and all of the related pages, contents, and code are copyright © 2021 Port of Portland. The Port's name, designs, and logos are trademarks of the Port. Copying or unauthorized use of any copyrighted material or trademarks without the express written consent of its owner is strictly prohibited.

## Grant of License to the Port to Use Submissions

By submitting an entry, you represent and warrant that your submission(s) does not violate any law or regulation, and does not violate any right of a third party, including copyright, trademark, privacy, or publicity rights. The Port assumes no liability for any content you submit. The Port may, in its sole discretion: (i) monitor submissions; (ii) alter, remove, or refuse to post or share (or allow to be posted or shared) any submissions; and/or (iii) disclose any submissions, and the circumstances surrounding their transmission, to any third party.

For any content you submit, you grant to the Port a non-exclusive, sub-licensable, fully paid-up, perpetual, irrevocable, royalty-free, transferable right and license to use, display, perform, transmit, copy, modify, delete, adapt, publish, translate, create derivative works from, distribute, and incorporate it into any form, medium, or technology, now known or hereafter developed, throughout the world, for marketing purposes or any other purpose (unless prohibited by law), all without compensation to you. For this reason you should not submit any content that you do not wish to license to the Port. You also grant to the Port the right to include your name alongwith the content you submit; provided, however, the Port is not obligated to include your name when using contents provided above. You represent and warrant that you have all rights necessary for you to grant the licenses set forth above.

**Privacy Policy; Official Rules; Promotional Communications**: By accessing the Contest Website, entrants are bound by the Contest Website's privacy policy. By entering the Contest, entrants are also subject to all terms and conditions of these Official Rules, including without limitation the Rules' privacy terms (which supersede the Contest Website's privacy policy terms in the event of a conflict). The Port may send entrants promotional messages at the e-mail address provided, unless Entrants request not to receive such communications at the time of entry or by notice to the Port.

**Sponsor**: Port of Portland, PO Box 3529, Portland, OR 97208. Copies of these Official Rules, entry information, and the names of prize winners are available at such address.