

Galapagos Tortoises Naming Contest 2010 Official Rules

MANY WILL ENTER. FEW WILL WIN. No purchase necessary to enter or win. A purchase or payment of any kind will not increase your chances of winning. Void where prohibited.

TO ENTER YOU MUST ASK YOUR PARENT OR LEGAL GUARDIAN FOR PERMISSION AND TO HELP YOU ENTER. EACH ENTRANT (AND MINOR PARTICIPANT'S PARENT OR LEGAL GUARDIAN ON MINOR'S BEHALF) AGREES TO THESE OFFICIAL RULES.

EACH WINNER (AND MINOR WINNER'S PARENT OR LEGAL GUARDIAN ON MINOR'S BEHALF) WILL BE REQUIRED TO PARTICIPATE IN THE PRIZE FULFILLMENT PROCESS AND MAY HAVE TO SIGN DOCUMENTATION, SUCH AS A RELEASE, IN SPONSOR'S SOLE DISCRETION AS MORE FULLY DESCRIBED BELOW, OR PRIZE MAY BE FORFEITED.

SPONSOR WILL OWN ALL ENTRIES SUBMITTED

(1) Eligibility. The Galapagos Tortoises Naming Contest ("Contest") is open only to legal residents of any one (1) of the fifty (50) United States or the District of Columbia who are no older than eleven (11) years old as of February 18, 2010. Employees, officers, directors, trustees, volunteers and agents of Chicago Zoological Society (Brookfield Zoo) ("Zoo" or "Sponsor"), its subsidiaries, affiliated companies, divisions, prize providers, advertising/public relations agencies and promotional partners associated with this Contest (collectively, with Sponsor, "Contest Entities") and their immediate families and persons living in the same household of each are ineligible. For purposes of this Contest, immediate families are defined as spouse, mother, father, parental in-law, legal guardians, grandmother, grandfather, brother, sister, children and grandchildren. Void where prohibited. Incomplete, unsigned and illegible entries are not eligible for the Prize (defined below). No purchase is necessary to enter or win this Contest.

(2) To Enter: Contest begins on February 18, 2010 and ends on March 12, 2010 (the "Entry Period").

Follow these three steps to enter. During the Entry Period, work with your parent or legal guardian to:

(1) pick up an official entry form ("Entry Form") at the Zoo's Perching Bird House or Hamill Family Play Zoo (while supplies last) **or go to** the Contest web site at, www.CZS.org/NameATortoise, ("Web Site") to print an Entry Form;

(2) complete the Entry Form by including: (a) your suggested name for one (1) of the Galapagos Tortoises ("Tortoise Name"); (b) an explanation of why you chose that name in fifty (50) words or less ("Explanation"); (c) your full name, date of birth, address, and telephone number; and (d) your parent or legal guardian's signature; and

(3) deposit the completed Entry Form in one of the designated ballot boxes located in the Zoo's Perching Bird House or Hamill Family Play Zoo **or** mail the completed Entry Form (postage paid) to "Name A Tortoise, Brookfield Zoo, 3300 Golf Road, Brookfield, IL 60513."

Entry Forms deposited in the ballot boxes must be received by Sponsor by March 12, 2010 or they will be VOID. Mailed entries must be postmarked by March 12, 2010 and received no later than March 17, 2010. You may NOT enter this Contest at the Web Site. Limit of one (1) entry per person. Contest Entities assume no responsibility for and are not liable for: any misdirected, late, lost, stolen, mutilated, illegible, incomplete or damaged entries, mail, or Contest-related correspondence or materials or postage-due mail; any computer, telephone or mechanical errors; any errors, omissions, interruptions, defects or delays in transmission or communications; entrant's inability to access the Entry Form or Official Rules on the Web Site; injury or damage to participant's or any other person's computer related to or resulting from participation or downloading any materials or any other error. Entrants who do not provide the

required information in their Entry Form or abide by these Official Rules and other instructions of Sponsor may be disqualified in Sponsor's sole discretion. Entries that are forged, altered, incomplete, lost, late, misdirected, mutilated, illegitimate, garbled, postage-due or illegible will not be accepted and will be void.

By submitting an Entry Form, each participant assigns all right, title and interest in and to his/her Entry Form (including, without limitation, Tortoise Name and Explanation) to Sponsor. Entries will not be acknowledged or returned. The Sponsor and its designees shall have the right to use, assign or dispose of Entry Forms (including, without limitation, Tortoise Name and Explanation) however they see fit without approval of or compensation to entrants or any third parties. Entrants have no right of review or approval over how their Entry Forms (including, without limitation, Tortoise Name and Explanation) will be used by the Zoo or its designees and shall not receive any compensation or credit for the use thereof.

(3) Requirements for Tortoise Name and Explanation: All Tortoise Names and Explanations must meet the following requirements in Sponsor's sole discretion or they may be disqualified:

- a. Explanation must be written in English.
- b. All aspects of your Tortoise Name and Explanation must be originally created by and solely owned by you or in the public domain, except that you may include Sponsor's names and trademarks, which are allowed solely for use by you for entry into this Contest and may only be used in a positive and non-disparaging manner. Use or non-use of Sponsor's names, trademarks, logos or other property in your Tortoise Name and Explanation will not affect the judging of an entry. Your Tortoise Name and Explanation must not infringe, misappropriate, or violate any rights of any third party including, without limitation, copyright, trademark, trade secret, or right of privacy or publicity.
- c. Your Tortoise Name and Explanation must be suitable for presentation in a public forum, in the sole determination of Sponsor.

(4) Selection of Names: All entries will be considered by a panel comprised of staff from the Sponsor's Animal Programs and Dr. Stuart Strahl, president and CEO of the Chicago Zoological Society ("Panel"). The Panel will judge the entries based on the following criteria: (1) originality (50%), and (2) connection to Sponsor's mission of inspiring conservation leadership by connecting people with wildlife and nature (50%). Assistance from older siblings, parents, or caregivers is encouraged, although there will only be one winner per Entry Form – limited to the person named on the Entry Form. The four (4) unique Tortoise Names that receive the four (4) highest scores taking into account the associated Explanation (subject to verification) will be the winners of the prizes described below (the "Contest Winners"). If there is a tie in scoring among entries, the entry with the higher score in the connection category will be the Contest Winner. In the event that multiple entries containing identical Tortoise Names **and** Explanations receive one of the top four highest scores, there will be a random drawing to determine the Contest Winner among those entries with identical Tortoise Names and Explanations. All judging decisions of the Panel are final. The names of the Contest Winners will be announced, but not limited to the following: on the Zoo's Web site, www.CZS.org; in Gateways, Brookfield Zoo members' publication; local newspapers; and television after March 17, 2010. For a copy of the Official Rules, go to www.CZS.org/NameATortoise or call (708) 688-8351 to have a copy of the Official Rules mailed. Sponsor will attempt to notify potential Contest Winners by phone and/or mail (means chosen in Sponsor's sole discretion) the week of March 22, 2010. Sponsor reserves the right to contact entrants during the judging process for verification purposes. **The parents/legal guardians of each Contest Winner may (in Sponsor's sole discretion) be required to provide satisfactory proof of identification to Sponsor, and to complete, sign and notarize (if applicable) an affidavit of eligibility, release of liability, a publicity release and tax forms (if applicable) (collectively, the "Contest Winner Documents") which must be returned and properly executed according to Sponsor's instructions within 14 days from the date Sponsor sent the Contest Winner Documents, or that entrant may be disqualified, the prize may be forfeited and an alternate Contest Winner may be selected, all in Sponsor's sole discretion.** The Contest Winner Documents are subject to verification by Sponsor. **By entering, each entrant, except where prohibited by law, agrees that any Contest Entity may use or publish his/her name, image, likeness, biographical data and voice without additional compensation, notice, review or approval, for advertising or other corporate purposes throughout the world, but that the Contest Entity has no obligation to do so.** If any Contest-related communication, prize notification or prize shipment is faulty, rejected or returned as undeliverable or if Sponsor is unable to notify a potential Contest Winner using the

contact information provided on the potential Contest Winner's Entry Form after reasonable attempt has been made by Sponsor (as determined in its sole discretion), that potential Contest Winner may be disqualified and a runner-up winner may be selected, in Sponsor's sole Discretion. By submitting your Entry Form, you agree to comply with any of Sponsor's requests for further permissions, documentation, and signatures.

(5) Prize. Each of the four (4) Contest Winners will receive a *Share the Care* package for the tortoise named and an invite (on a date determined by Sponsor) to meet some of the keepers that care for the Galapagos Tortoises at the Zoo ("Invitation"). The Share the Care Package and the Invitation are collectively referred to as the "Prize" in these Official Rules. Each Prize has an approximate retail value ("ARV") of \$136.00. Each *Share the Care package includes*: a plush tortoise, color photo of the tortoise named, personalized certificate, Galápagos tortoise fact sheet, invitation to Brookfield Zoo's Share the Care Evening (ticket purchase required), and a *Share the Care* program decal. The Invitation is limited to the winner and his/her immediate family members (up to 6 people including the winner) and includes entry into the Zoo and parking for one vehicle only on the day selected by Sponsor.

Total ARV of all prizes in this Contest is \$544. Each prize, if legitimately claimed, will be awarded. All applicable federal, state and local taxes, as well as any expenses not specified in these Official Rules as being part of a prize, are the sole responsibility of each Contest Winner. All prize details not specifically stated in these Official Rules will be determined in the sole discretion of Sponsor. Contest Entities will not replace a lost, mutilated or stolen prize or portions of a prize. If a Contest Winner does not accept or use the entire prize, the unaccepted or unused prize or portion thereof will be forfeited and Contest Entities will have no further obligation with respect to that prize or Contest Winner. No prize transfers, substitutions or cash redemptions will be made or allowed, except in the sole discretion of Sponsor. Sponsor reserves the right to substitute the stated prize or portion thereof with another prize or portion thereof of equal or greater value for any reason, including, without limitation, if the stated prize becomes unavailable. No more than the stated prizes will be awarded.

In the event that the Contest Winner accepts the Invitation, the following rules and limitations will apply: Each Contest Winner must be accompanied by his/her parent or legal guardian during the entire visit to the Zoo and meeting with the Zoo keepers. Each Contest Winner and his/her parent/legal guardian agree that they and their guests must each comply with Sponsor's procedures and policies and may be required to complete sign, have notarized (where applicable) and return a release of liability and, where legal, a publicity release to Sponsor in the timeframe specified by Sponsor or participation may not be allowed. By entering this Contest and accepting the Invitation, each Contest Winner and his/her parent/legal guardian agree to maintain their behavior in accordance with all applicable laws and generally accepted social practices in connection with participation in any Contest or prize-related activity. Each Contest Winner and his/her parent/legal guardian understand and agree that Sponsor has the right, in its sole discretion, to disqualify and remove the Contest Winner, his/her parent/legal guardian and/or any other guests from any activity at any time if the Contest Winner, his/her parent/legal guardian or a guest's behavior at any point is uncooperative, disruptive, or may or does cause damage to person, property, or the reputation of Sponsor or any prize provider or otherwise violates the policies of the prize providers. Travel to and from the Zoo is not included in the Prize. Sponsor is not responsible for making any travel or lodging arrangements necessary to travel to and from the Zoo.

(6) General Rules and Conditions: By entering the Contest, all entrants agree: (a) to abide and be bound by all of the Contest rules, including, without limitation, these Official Rules, and the decisions of Sponsor; and (b) that all decisions of Sponsor in connection with this Contest, including with respect to application and interpretation of the Official Rules, determining eligibility to participate and awarding the Prizes, are final in all respects. Failure to comply with these Official Rules may result in disqualification from this Contest. . Participants agree to not knowingly damage or cause interruption of the Contest and/or prevent others from using the Contest. Sponsor reserves the right, in its sole discretion, to void entries of any entrants who Sponsor believes have attempted to tamper with or impair the administration, security, fairness or proper play of this Contest. Sponsor's failure to or decision not to enforce any provision in these Official Rules will not constitute a waiver of that or any other provision. In the event there is an alleged or actual ambiguity, discrepancy or inconsistency between disclosures or other

statements contained in any Contest-related materials and/or these Official Rules (including any alleged discrepancy or inconsistency in these Official Rules), it will be resolved in Sponsor's sole discretion. If Sponsor determines at any time in its sole discretion that the winner or potential winner is disqualified, ineligible, or in violation of these Official Rules, Sponsor reserves the right in its sole discretion to select an alternate winner, even if the disqualified potential winner's name may have been shown or announced on the Web Site or elsewhere. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. If the Contest is not capable of running as planned for any reason, Sponsor reserves the right, in its sole discretion, to cancel, modify, or suspend the Contest. If any person supplies false information, obtains entries by fraudulent means, or is otherwise determined to be in violation of these Official Rules in an attempt to obtain any prize, Sponsor may disqualify that person and seek damages from him or her and that person may be prosecuted to the full extent of the law. If a dispute regarding who submitted an entry cannot be resolved to Sponsor's satisfaction, the entry will be deemed ineligible. CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE, WEBSITE OR THE CONTEST OR TO UNDERMINE THE LEGITIMATE OPERATIONS OF THE CONTEST VIOLATES CRIMINAL AND CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SPONSOR MAY DISQUALIFY ANY PARTICIPANT MAKING SUCH ATTEMPT AND MAY SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

Each entrant acknowledges that, with respect to any claim by participant relating to or arising out of Sponsor's actual or alleged exploitation or use of any Tortoise Name or Explanation or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable participant will not be irreparable or otherwise sufficient to entitle such entrant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition, or other exploitation of a Tortoise Name or Explanation or any Contest Entity-owned or Contest Entity-related material based on or allegedly based on a Tortoise Name or Explanation, and entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

(7) LIMITATION OF LIABILITY/INDEMNITY: EACH ENTRANT AND HIS/HER PARENT/LEGAL GUARDIAN AGREES TO RELEASE, HOLD HARMLESS AND INDEMNIFY THE RELEASED PARTIES FOR ANY LIABILITY WHATSOEVER FOR INJURIES OR DAMAGES OF ANY KIND SUSTAINED IN CONNECTION WITH THE USE, ACCEPTANCE, POSSESSION, USE, MISUSE OR AWARDED OF THE PRIZE, WHILE PREPARING FOR, PARTICIPATING IN AND/OR TRAVELING TO OR FROM ANY PRIZE- OR CONTEST-RELATED ACTIVITY INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS, OR ACCIDENT TO PERSON OR PROPERTY. EACH WINNER AGREES THAT THE PRIZE WON IS PROVIDED AS-IS WITHOUT ANY WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WHETHER NOW KNOWN OR HEREINAFTER ENACTED, RELATIVE TO THE USE OR ENJOYMENT OF THE PRIZE, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

EACH ENTRANT UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE, PROVINCE OR TERRITORY OF THE UNITED STATES ARE HEREBY EXPRESSLY WAIVED BY HIM/HER. SECTION 1542 READS AS FOLLOWS:

"CERTAIN CLAIMS NOT AFFECTED BY A GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

(8) ADDITIONAL DISCLAIMERS: Contest Entities are not responsible and/or liable for any of the following, whether caused by a Contest Entity, the entrant, or by human error: viruses or technical or

mechanical malfunctions; interrupted or unavailable cable or satellite systems; errors, typos, or misprints in these Official Rules, in any Contest-related advertisements or other materials; failures of electronic equipment, computer hardware or software; lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications or entry information. Contest Entities are not responsible, and may disqualify you, if your contact information does not work or if it is changed without prior written notice to Sponsor.

Contest Entities are not responsible or liable to any entrant or winner or any person claiming through such entrant or winner for failure to supply the prize or any part thereof, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond the Contest Entities' sole control.

(9) Disputes/Governing Law: Except where prohibited, as a condition of participating in this Contest, each entrant agrees that any and all disputes that cannot be resolved between the entrant and any Contest Entity, claims and causes of action arising out of or connected with this Contest, or the prize awarded, or the determination of the winner shall be resolved individually, without resort to any form of class action. Further, in any such dispute, under no circumstances will an entrant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than entrant's actual out-pocket expenses (e.g., costs), if any, not to exceed two hundred fifty dollars (\$250), and entrant further waives all rights to have damages multiplied or increased.

This Contest and any dispute arising under or related thereto (whether for breach of contract, tortious conduct or otherwise) will be governed by the laws of the State of Illinois, without reference to its conflicts of law principles. Any legal actions, suits or proceedings arising out of or relating to these Official Rules or the Contest (whether for breach of contract, tortious conduct or otherwise) will be brought exclusively in the state or federal courts located in Chicago, Illinois, and each entrant accepts and submits to the personal jurisdiction of these Illinois courts with respect to any legal actions, suits or proceedings arising out of or related to this Contest.

(10) Who Won? For the winners' names, visit www.CZS.org/NameATortoise after March 22, 2010.

(11) Questions? To ask any question about this Contest, contact Brookfield Zoo in writing at Marketing Department, Name A Tortoise, Brookfield Zoo, 3300 Golf Rd, Brookfield, IL 60513 or call (708) 688-8351.

(12) Sponsor: The sponsor of this promotion is: the Chicago Zoological Society (Brookfield Zoo), 3300 Golf Road, Brookfield, IL 60513

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