

GVB "Visit Guam 2018 InstaGuam" Photo/Video Contest

Official Rules and Regulations

By entering the "Visit Guam 2018 InstaGuam Photo/Video Contest" ("InstaGuam") you (the "Participant") agree to be bound by these terms and conditions. Any information or instructions published by the Promoter about the Contest on instaguam.visitguam.com and [facebook/visitguam](https://facebook.com/visitguam) form part of these terms and conditions.

The Promoter

- The promoter of this contest is the Guam Visitors Bureau, 401 Pale San Vitores Road Tumon, Gu 96913 (the "Promoter").

Eligibility

- This contest is open to Guam residents aged 18 and over only.
- Employees or agents of the Promoter or any of its group companies or their families or households or anyone professionally connected to this contest are eligible to enter but ineligible to win any of the GVB "InstaGuam" Photo/Video Contest prizes.
- The photo/video entries must pass through an approval process – the only photo/video content eligible to enter are those that are 'family friendly'. Eligible entries must NOT contain any of the following: nudity, swearing, sense of an adult nature, illegal substance, violence.

Prizes

- The Promoter will offer various prizes throughout the year.
- The Prizes carry no cash value, are non-transferable and may not be substituted by the winner. The Promoter may substitute a prize of equal or greater value for any prize.

Contest Period

- There will be several Contests throughout 2018 starting February 19th, 2018 through December 31, 2018.

Entry

- a. To enter the "InstaGuam" Photo/Video Contest, Participants must create photos or videos and upload instaguam.visitguam.com
- b. acceptable entries will be uploaded to GVB's website at URL: instaguam.visitguam.com as well as any media or advertising platform both locally and internationally to promote Guam as a destination

- c. usage of entries for GVB promotional purposes will have no term limits and shall not expire
 - d. by uploading the entry to instaguam.visitguam.com the entrants automatically agree to these Terms and Conditions
- Participants may enter the Contest multiple times but can only win one prize.
 - Entries must be made by the Participant, and must not be made through agents or third parties.
 - The entries will go through an approval process and must not include profanity, gratuitous violence, nudity, illegal substance or material of an adult nature. The moderators decision is final.

Winner Selection

- All entries that enter the "InstaGuam" Photo/Video Contest campaign and pass the approval process will be automatically posted on GVB's website at URL: instaguam.visitguam.com as well as on any media or advertising platform both locally and internationally to promote Guam as a destination
 - a. all entrants will be contacted by phone or via Facebook/ Instagram message either through GVB's account [@visitguamusa](https://www.facebook.com/visitguamusa), or GVB's advertising agent, Big Fish Creative
- The winners of the GVB "InstaGuam" Prizes will be chosen by a judging panel, comprising of representatives from GVB and its brand team. There will be no more than 5 individual judges on the judging panel.
- The winners of the Prize will be selected based on the uniqueness, practicality, commercial feasibility, and the degree of creativity and innovation of the Entry material.
- Once the winners are notified, they will have 10 days from the date the notification was sent to claim their Prize by sending a reply to the contact information provided.
- In the event that a winner or substitute winner is unreachable, ineligible, or fails to claim the Prize in the time required, the winner or substitute winner shall forfeit their prize and it will be awarded to a substitute winner, which shall be the next Entry selected in accordance with the selection process above.
- Details of the Winners will be published on instaguam.visitguam.com, and/or all of GVB's social media channels

Privacy and Data Protection

- The Promoter reserves the right to publish the names of all winners. Each winner may be required to participate in the Promoter's marketing and promotional activities by entering the Contest.

- The Promoter may use any personal information submitted with the entry to advise Participants of future promotions and to provide information about products of the Promoter or its associated companies that may be of interest. The Participant hereby consents to such personal information being used for its purpose and confirms that it agrees with the Promoter's privacy policy available at instaguam.visitguam.com. The Participant may withdraw consent to such use of personal information by writing to the Promoter.
- Other than as set out in terms and conditions or for the purpose of operating the Contest, the details and information provided by the Participant when entering the Contest or claiming a prize will be used for any promotional purpose, nor shall they be passed to any third party.

General

- By entering this Contest, Participants hereby agree to release all of GVB's social media channels including but not limited to Facebook, Instagram, Pinterest, YouTube, Twitter and Snapchat from any and all liability whatsoever.
- This Competition/Prize Draw is in no way sponsored, endorsed or administered by, associated with, Facebook, Instagram, Pinterest, YouTube, Twitter and Snapchat.
- No responsibility is accepted by the Promoter for lost, delayed or damaged data, which occurs during any communication or transmission of Entries.
- The Promoter reserves the right at its absolute discretion to disqualify Entries which it considers do not comply with these terms and conditions or any Participant who it reasonably believes has interfered with the fair running of its Contest. This will include (without limitation) the use of automated process to processes to make multiple entries.
- The Promoter shall not be liable for any interruption to this Contest whether due to force majeure or other factors beyond the Promoter's control.
- The Promoter reserves the right, acting reasonably and in accordance with all relevant legislation and codes of practice, to vary the terms and conditions of this Contest.
- The Promoter will not be responsible or liable for:
 - a. Any failure to receive Entries due to transmission failures and other conditions beyond its reasonable control.
 - b. Any late, lost, misrouted, or damaged transmissions or entries
 - c. Any computer or communication related malfunctions or failures.
 - d. Any disruptions, losses or damages caused by events beyond the control of the Promoter
 - e. Any printing or typographical errors in any materials associated Contest.

- By entering the Contest, the Participant agrees to release the Promoter from any liability whatsoever for any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Contest or with the acceptance, possession, attendance at or use of any prize.
- The Participant hereby assigns to the Promoter all intellectual property rights in and to their Entry and in any photo or video produced in connection with their Entry of this Competition. The Participant hereby waives all moral rights they have in their Entry or in any photo/ video produced in connection with their Entry or this Contest to the fullest extent permitted by law.
- The Contest is governed by Guam law.