



**HOLIDAY BALCONY/WINDOW  
DECORATION CONTEST (“CONTEST”)  
OFFICIAL RULES**

1. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS Contest. MAKING A PURCHASE OF ANY KIND WILL NOT IMPROVE YOUR CHANCES OF WINNING.
2. The sponsor of this Contest is the Long Beach Area Convention & Visitors Bureau (“Sponsor”). The Sponsor can be contacted at the below-listed address:

301 East Ocean Blvd, Suite 1900 Long  
Beach, CA 90802

3. **ELIGIBILITY.** This Contest is open to legal residents of the United States or the District of Columbia that are 18 years of age or older. Void in Puerto Rico, The U.S. Virgin Islands, and U.S. Military Installations. Employees, including their immediate families and those living in their households, of the Sponsor or their affiliates, defined as business concerns, organizations, or individuals, or their agents, that control each other or that are controlled by a similar third party (collectively, “Affiliates”), sponsors and advertising agencies are ineligible to participate.
4. **CONTEST ENTRY.** All balconies and or windows must be decorated by 11:59 p.m. (PT) on December 4, 2022 to be eligible to win a prize.

With response to the winning entries, the winners may be required to provide proof of residency of the winning Crest apartment.

5. **CONTEST REQUIREMENTS.** To be eligible, participants must: (1) sign up for the Contest using the form at: <https://bit.ly/crestholidays> and (2) decorate their balcony or window with holiday décor.
  - Balcony/window décor must be visible from the ground level for judging purposes;
  - Balcony/window décor may not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
  - Balcony/window décor may not contain material pornographic or sexually explicit in content;

- Balcony/window décor may not contain material that depicts violence or cruelty towards animals;
- Balcony/window décor may not contain or promote material that is unlawful, in violation of or contrary to the laws or regulations in any state where the video and/or photo is created;
- Balcony/window décor may not contain any content that is likely to be considered offensive by Sponsor or could adversely affect the name, reputation or goodwill of the Sponsor.

Balconies/windows meeting the above guidelines shall be referred to as “Eligible Entries.”

All decorated balconies and windows must be suitable for presentation in a public forum. The Contest Sponsor in its sole discretion, may ask at any time and for any reason, including if they believe, in their sole discretion, that a balcony/window fails to conform to the Official Rules in any way, otherwise contains prohibited, inappropriate, offensive, infringing or otherwise unacceptable material, in which case the balcony/window shall be disqualified from the Contest.

In the event of a dispute about the identity of an entrant, each entry will be declared made by the authorized account holder of the email address submitted at the time of entry. Authorized account holder is defined as the natural person who is assigned to an email address by an Internet Service Provider, online access provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address.

Sponsor and/or its designated representatives, will review all decorated balconies/windows that are entered into the contest to ensure that they conform to these Official Rules. Entries that do not comply with these Official Rules, as determined in the Sponsor’s sole discretion, will be disqualified from the Contest and may not be eligible to win one of three cash prizes. The decisions of the Sponsor are final and binding.

6. **SELECTION OF WINNERS.** There will be a first, second and third place winner in each of the following categories:

- A. Residents with windows and/or balconies on the East side of The Crest apartment building (facing the Terrace Plaza) (12 balconies).
- B. Residents of The Crest apartment building without windows or balconies on the East side of the building.

The Sponsor will choose representatives to judge the Eligible Entries. The representatives, in their sole discretion, will pick the top three Eligible Entries from each of the four categories based on the following judging criteria:

- Creativity;
- Originality; and
- Overall holiday spirit.

The winning balconies will be selected no later than December 31, 2022. Sponsor will notify the winners by email within five (5) business days of selection of the winners. The winners must claim their prizes within five (5) business days of the original notification. If a winner is unreachable after five (5) business days, or is unavailable for prize fulfillment, an alternate winner (the entry with the next highest votes) will be selected. All entries are subject to verification prior to awarding the prize. All decisions by Sponsor are final, binding and non-appealable. Except where prohibited by law, acceptance of a prize in this Contest shall constitute the winner's consent to Sponsor's use of the winner's name or likeness, city, state, country, photographs, videos, or statements made by the winner about the Contest, Sponsor, and/or prize information for advertising and promotional purposes without further payment, consideration, or prior notification.

The Panel's decisions are final and binding in all matters relating to this Contest.

7. **PRIZES.** For each of the four categories, The first place winner will receive a visa gift card for \$750. The second place winner will be awarded a visa gift card in the amount of \$500. The third place winner will be awarded a visa gift card in the amount of \$250. Sponsor reserves the right to substitute the prizes with prizes of equal value.
8. **NUMBER OF ANTICIPATED CONTESTANTS.** The chances of winning are dependent on the total number of Eligible Entries received.
9. **RESTRICTIONS.** The Prizes are non-transferable and must be accepted as awarded. No cash alternative or other substitution will be permitted. Sponsor reserves the right, in its sole discretion, to substitute a prize of equal or greater value, whether in cash or otherwise, if the prize cannot be awarded as described for any reason.
10. **CONDITIONS/LIABILITY.** All participants must meet the eligibility requirements defined above. By entering this Contest, each participant warrants that he or she has read and agrees to abide by and be bound to all Contest rules, and that he or she is not prohibited from participating in this Contest by any applicable law, statute, regulation or other appropriate authority. By entering this Contest, all participants agree to receive on occasion promotional material from the Sponsor in the future.

The winners of the prizes are solely responsible for any taxes and other such expenses. Sponsor, its agents, its affiliates, and its sponsors shall not be responsible for any such expenses.

Sponsor and its affiliates, officers, employees and agents assume no liability either for cancellation or for any reason whatsoever including force majeure or through the acts or defaults of any company or person providing any prize. All such losses or expenses will have to be borne by the Contest winner.

The Contest is subject to and governed by all federal, state and local laws. The participants further agree to release Sponsor, its agents, its affiliates, and its sponsors from any and all liability arising from or related to this Contest. Sponsor is not responsible for any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from decorating the balcony or window. By receipt of any prize in the Contest, entrant agrees to release and hold harmless Sponsor and its affiliates, its directors, officers, employees,

and agents and Contest Sponsor from any damage, injury, death, loss or other liability that may arise from the winner's acceptance or use of the prize or any substitute prize or their participation in this Contest, including without limitation, personal damage, and claims based on publicity rights, defamation, or invasion of privacy from any misuse or malfunction of such prize or substitute prize. Sponsor, its agents or its affiliates reserve the right to terminate this Contest or to modify any rules as necessary for any reason or as required by applicable law.

11. **ARBITRATION.** Except where prohibited by law, as a condition of participating in this Contest, participants agree that (1) any and all disputes and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association (AAA) which can be found at the AAA regional office nearest the participant or at [www.adr.org](http://www.adr.org); (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at any such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will participants be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with entering this Contest), and participant further waives all rights to have damages multiplied or increased.