

City of Dearborn

TikTok contest to promote #MaskUpDearborn Rules and Instructions

Summary:

Help us save lives with your creativity and energy. Create a TikTok video supporting the #MaskUpDearbornCampaign!

Join the City of Dearborn to inspire people in the community to wear masks to prevent the spread of the coronavirus. Have fun and express yourself with a video that reflects your imagination and vision. Your #MaskupDearborn message may be the one that saves a life!

How do I enter the contest?

- Enter a video of your creation through the TikTok app and copy the link to this Shortstack: https://m.shortstack.page/HrfRSd, which will be the site the City of Dearborn is using to run this contest.
- Vote for your favorite video on Shortstack! The top three videos will be voted on by other TikTok users!
- Your video MUST include the hashtag #MaskUpDearborn and you must tag us at @dearborncitygov.
- Your video must be focused on the importance of wearing masks to save lives.
- You can submit no more than five videos per person, per account via TikTok
- You can vote for your favorite video on Shortstack up to three times per day.
- Submit your video beginning November 25 at 12:01 a.m. Eastern Time and ending December 18 at 12 p.m. Eastern Time.

What are the prizes?

 The creators of the three videos that receive the most votes from other TikTok users will receive one \$100 Amazon gift cards per winner.

What are the rules for the videos?

1. Must be "safety themed" about the importance of wearing face masks to stop the spread of the deadly coronavirus



*Hashtag: #MaskUpDearborn

- 2. Video requirements
 - 15-60 second videos, per TikTok's format
 - No inappropriate language
 - No music with explicit lyrics
 - No inappropriate gestures
 - No inappropriate clothing

How will your video be judged for the contest?

• By the vote of other TikTok users via a Short Stack official contest.



Below is an example of rules and guidelines you could use for a social media contest. You would replace the [orange bracketed text] with information specific to your company and your contest.

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

- 1. Eligibility: This Campaign is open only to those who sign up at the Campaign URL: https://m.shortstack.page/HrfRSd and who are 12 years of age or older as of the date of entry. People between the ages of 12-17 must have parental consent. The Campaign is only open to legal residents of the United States, and is void where prohibited by law. Employees of the City of Dearborn, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the "Employees"), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Campaign. The Campaign is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.
- 2. Agreement to Rules: By participating, the Contestant ("You") agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of the City of Dearborn as final and binding as it relates to the content of this Campaign.
- 3. Campaign Period: Entries will be accepted online starting on November 25 at 12:01 a.m. Eastern Time and ending December 18 at 12 p.m. Eastern Time.
- 4. How to Enter: The Campaign must be entered by submitting an entry using the online form provided at the URL: https://m.shortstack.page/HrfRSd. The entry must fulfill all Campaign requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of the City of Dearborn. Optional verbiage to include: You may enter only once. You must provide the information requested. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of the City of Dearborn.



- 5. Prizes: The Winner(s) of the Campaign (the "Winner") will receive one \$100 Amazon gift card each. One gift card will be awarded to each of the originators of the three videos that receive the most votes from TikTok users during the timeframe of the contest. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by the City of Dearborn. No cash or other prize substitution shall be permitted except at the City of Dearborn's discretion. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for the City of Dearborn to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation unless prohibited by law.
- 6. Odds: The odds of winning depend on the number of eligible entries received.
- 7. Winner Selection and Notification: Winner will be selected by a Shortstack contest under the supervision of the City of Dearborn. Winner will be notified by a member of the City's Department of Public Information via information provided to Shortstack via cell phone or email no later than Wednesday, Dec. 30. following selection of Winner. The City of Dearborn shall have no liability for Winner's failure to receive notices due to spam, junk e-mail, or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within 7 days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected. Receipt by Winner of the prize offered in this Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT the City of Dearborn's SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.
- 8. Rights Granted by You: By entering this content (e.g., photo, video, text, etc.), You understand and agree that the City of Dearborn, anyone acting on behalf of the City of Dearborn, and the City of



Dearborn's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes, without any further compensation, notice, review, or consent. Optional verbiage for Contests: By entering this content, you represent and warrant that your entry is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, You will be disqualified at the sole discretion of the City of Dearborn. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless the City of Dearborn from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which the City of Dearborn may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

9. Terms & Conditions: the City of Dearborn reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond the City of Dearborn's control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, the City of Dearborn may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by the City of Dearborn. The City of Dearborn reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions. The City of Dearborn has the right, in its sole discretion, to maintain the integrity of the Campaign, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Campaign rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws.



Should such an attempt be made, the City of Dearborn reserves the right to seek damages to the fullest extent permitted by law.

- 10. Limitation of Liability: By entering, You agree to release and hold harmless the City of Dearborn and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Campaign and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.
- 11. Disputes: THIS Campaign IS GOVERNED BY THE LAWS OF the United States of America AND the state of Michigan, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Campaign, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Michigan having jurisdiction.

 Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Campaign). Participant further waives all rights to have damages multiplied or increased.

 12. Winners List: To obtain a copy of the Winner's name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: the City of Dearborn's Department of Public Information, 16901 Michigan Ave., Dearborn, Michigan, 48124, United States of America. Requests must be received no later than Dec. 29, 2020 at 12 a.m.
- 13. Sponsor: The Sponsor of the Campaign is the City of Dearborn, 16901 Michigan Ave., Dearborn, Michigan, 48124, United States.



14. Facebook: If you use Facebook to communicate or administer a contest or sweepstakes, include the following: The Campaign hosted by the City of Dearborn is in no way sponsored, endorsed, administered by, or associated with Facebook.