

Shamma Sandals Photo Contest Rules

NO PURCHASE NECESSARY TO WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

1. **Eligibility:** The Shamma Sandals Photo Contest is open to legal residents of the fifty (50) United States and District of Columbia who sign up at www.shammasandals.com. Entrants must be [years of age or older] as of their date of entry in this promotion in order to qualify. This contest is subject to federal, state, and local laws and regulations and void where prohibited by law. Shamma Sandals' employees, its subsidiaries, affiliates, suppliers, partners, advertising and promotion agencies, and directors (collectively the "Employees"), as well as members of an Employees' immediate family and/or those living in the same household of Employees are ineligible to participate in the Shamma Sandals Photo Contest.
2. **Sponsorship.** The sponsor is Shamma Sandals ("Sponsor"), located at 2575 Mission Street, Santa Cruz CA, 95060. Sponsor will conduct the Contest substantially as described in these Official Rules.
3. **Agreement to Rules:** By entering this Contest, the Entrant ("You") agrees to abide by the Sponsor's Official Rules and decisions, which are fully and unconditionally binding in all respects. The Sponsor reserve the right to refuse, withdraw, or disqualify any entry at any time at the Sponsor's sole discretion. By entering this Contest the You represents and warrants that You are eligible to participate based on eligibility requirements explained in the Official Rules. You also agree to accept the decisions of the Sponsor as final and binding as it relates to the content of this Shamma Sandals photo Contest.
4. **Shamma Sandals Photo Contest Entry Period:** This promotion begins on September 9, 2024 at 9:00 AM Pacific Standard Time and ends on September 30, 2024 at 11:59 PM Pacific Standard Time ("Entry Period"). To be eligible for the Contest, entries must be received within the specified Entry Period.
5. **How to Enter:** Eligible entrants can enter The Shamma Sandals Photo Contest by submitting an entry via the online form provided at <https://shammasandals.com/pages/shamma-sandals-photo-contest>. As a participant, your entry must fully meet all Contest requirements, as specified in the Official Rules, in order to be eligible to win a prize. Incomplete entries or those that do not adhere to the Official Rules or specifications will be disqualified at the Sponsor's sole discretion. Submitting a photo for this contest signifies your acceptance of all the rules and guidelines of this contest, including the items within the separate Intellectual Property, etc. paragraph below.
6. **Prizes:** The Winner(s) of Shamma Sandals Photo Contest (the "Winner") will receive one pair of Shamma Sandals, Value not to exceed \$150. The actual/appraised prize value may differ at the time the prize is awarded. The prize(s) shall be determined solely by the Sponsor. There shall be no cash or other prize substitution permitted except at the Sponsor's discretion. The prize is non-transferable. The prize is non-transferable. The Winner, upon acceptance of the prize, is solely responsible for all expenses related to the prize, including without limitation any and all local, state, and federal taxes. The Winner shall not transfer assignment of the prize to others nor shall the Winner request the cash equivalent or prize substitution. By accepting the prize, the selected Winner grants permission for the Sponsor to use the Winner's likeness, entry, and name for purposes of advertising and trade without further compensation unless prohibited by law.
7. **Odds:** The total number of eligible entries received determines the odds of winning.

8. Selection and Notification of Winner: The Winner will be selected by a panel of three judges under the supervision of the Sponsor. The Sponsor will notify the Winner(s) by email within five days following Winner selection. The Sponsor is not responsible for nor shall have no liability for Winner's failure to receive notices due to email security settings that may cause notifications to be marked as spam or junk email. Nor shall be Sponsor be liable for the Winner's provision of incorrect or otherwise non-functioning contact information. If the Winner 1) fails to claim the prize within 5 days from the time the award notification was sent, 2) is found ineligible, or 3) does not complete and return an executed declaration and release within the specified timeframe, the prize may be forfeited and an alternate Winner may be selected. Receipt of the prize (offered in the Shamma Sandals Photo Contest) by the Winner is upon the condition of compliance with any and all federal, state, and local laws and regulations. IF THE WINNER VIOLATES ANY OF THESE OFFICIAL RULES, THE WINNER (AT THE SPONSOR'S SOLE DISCRETION) WILL BE DISQUALIFIED, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.
9. Rights Granted by You: By submitting an entry (e.g., text, video, photo, etc.) into this contest, You understand and agree that the Sponsor, any individual acting on the Sponsor's behalf, and the licensees successors, and assigns of the Sponsor shall, where permitted by law, have the right to print, publish, broadcast, distribute and use in any media known now or hereafter developed, in perpetuity, worldwide, and without limitation, your submission, name, photo, portrait, voice, likeness, image, statements about the Shamma Sandals Photo Contest, and your biographical information for news, publicity, advertising, promotional purposes, trade, information, and public relations without any further notice, review, consent, compensation, or remuneration. Additional Entry Rules:
 - (a) You certify to Shamma Sandals as follows: You are the sole photographer of the photos you submitted, you alone have all rights to the photos, and you did not receive any help to create the photos.
 - (b) You give Shamma Sandals permission to reproduce, display, and distribute the photos and to use your name, in print and electronically, in any media, publications, and platforms, for the time, duration, educational, advocacy, promotional purposes chosen by Shamma Sandals, as determined solely by Shamma Sandals, without your inspection or approval, including cropping the reproductions and sizing the displays. You do not expect any compensation from Shamma Sandals.
 - (c) You release, and you will hold harmless, defend, and indemnify, Shamma Sandals, and the members, employees, agents, and contractors of Shamma Sandals, and you will not sue any of them, from and for any and all damages, injuries, claims, causes of actions, and losses, of any kind, including the fees of attorneys, experts, and consultants, occurring in connection with your photos, your other participation in this contest, or use of your photos by Shamma Sandals.
 - (d) You may not, for any reason or under any circumstance, revoke or change anything to which you have agreed, undertaken, or granted to Shamma Sandals by or within these contest rules, even if you do not win a prize or receive any other compensation from Shamma Sandals, or even if Shamma Sandals does not publish or otherwise use your photos as provided or contemplated by these contest rules.
 - (e) You retain all copyrights and all other rights to your photos except as granted to Shamma Sandals by these contest rules
10. Terms & Conditions: In its sole discretion, the Sponsor reserves the right to modify, suspend, cancel, or terminate the Shamma Sandals Photo Contest should non-authorized human intervention, a bug

or virus, fraud, or other causes beyond the Sponsor's control, impact or corrupt the security, fairness, proper conduct, or administration of the Shamma Sandals Photo Contest. The Sponsor, in the event of any of the above issues, may determine the Winner based on all eligible entries received prior to and/or after (if appropriate) the action taken by the Sponsor. Individuals who tamper with or attempt to tamper with the operation or entry process of the contest or website or violates these Terms & Conditions will be disqualified by the Sponsor in its sole discretion. In its sole discretion, the Sponsor has the right to maintain the integrity of the Shamma Sandals Photo Contest to void votes for any reason, including, but not limited to: multiple entries from the same user, and the use of bots, macros, scripts, or other technical means for entering, use of unauthorized photographs. Attempts by any entrant to deliberately damage any website or undermine the legitimate operation of the Shamma Sandals Photo Contest may be a violation of criminal and civil laws. If any such attempt is made, the Sponsor reserves the right to seek damages to the fullest extent permitted by law.

11. Limitation of Liability: Your entry into this contest constitutes Your agreement to release and hold harmless the Sponsor and its subsidiaries, representatives, affiliates, partners, advertising and promotion agencies, successors, agents, assigns, directors, employees, and officers against and from any and all claims, liability, illness, injury, death, litigation, loss, or damages that may occur, directly or indirectly from participation in the contest and/or the 1) Winner accepting, possessing, using, or misusing of any awarded prize or any portion thereof; 2) any type of technical failure; 3) the unavailability or inaccessibility of any transmissions, phone, or Internet service; 4) unauthorized intervention in any part of the entry process or the Promotion; 5) electronic error or human error in the Promotion administration or the processing of entries.
12. Disputes: THIS CONTEST IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA] AND THE STATE OF CALIFORNIA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. The Entrant agrees, as a condition of participating in this promotion, that if any disputes cannot be resolved between the Entrant and the Sponsor, and if causes of action arise out of or are connected with this Contest, they shall be individually resolved exclusively before a court located in California having jurisdiction, without resorting to any form of class action. Under no circumstances in any such dispute shall the 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 Contest). The participant waives all rights to have damages multiplied or increased.
13. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the Shamma Sandals website. Click here <https://shammasandals.com/pages/privacy-policy> to read the Privacy Policy.
14. Winners List: You may obtain a copy of the Winner's name(s) or a copy of these Official Rules, by sending your request via mail with a stamped, self-addressed envelope to: Shamma Sandals, 2575 Mission Street, Santa Cruz CA, 95060. Requests must be postmarked no later than [10/10/2024].
15. By entering into the Shamma Sandals Photo Contest, You, the Entrant, have affirmatively reviewed, accepted, and agreed to all of the Official Rules.