

Happy  
World Oceans Day!  
8 June



# World Oceans Day Video Contest



WE LIVE IN THE MIDDLE OF THE CONTINENT,  
HUNDREDS OF MILES FROM THE NEAREST COASTLINE.

**Why should we care about the ocean,  
and what can we do to help keep our  
oceans clean and healthy?**

The St. Louis Aquarium Foundation invites classrooms and individuals to answer the above question by creating a video of 60 seconds or less and posting it on Instagram with the tag: #aquariumstlcontest

**Post Your Video between now and June 3, 2019 to Enter!**

#### WEEKLY FEATURED VIDEO

Featured weekly videos will be selected starting May 13th.

#### GRAND PRIZE

Two grand prize videos will be awarded, each receiving 10 free admissions to the St. Louis Aquarium, and 10 free St. Louis Wheel tickets (redeemable when each opens).

The grand prize winning videos will be featured on our Facebook page and Instagram on World Oceans Day, June 8th, 2019!

#### EDUCATORS

Want to teach your students more about marine life and ocean conservation?

Visit [www.worldoceansday.org/educators](http://www.worldoceansday.org/educators) for educational resources and lessons plans!

#### CONTEST RULES

Entries must be posted on Instagram using the hashtag #aquariumstlcontest to be considered. | Videos must be submitted by someone 18 years or older. | Videos should not exceed 60 seconds in length. Videos longer than 60 seconds are not eligible to win prizes. | There will be one featured video on our Instagram page each week leading up to World Oceans Day: May 13, May 20, May 27 and June 3rd. | Featured weekly videos will be selected by a panel of Aquarium staff, based on the video's use of creativity and the quality of the answer to the posed question: "Why should we care about the ocean, and what can we do to help keep our oceans clean and healthy?" | There will be two grand prize winning videos announced on June 8th. One will be based on the total number of "likes" as of 12 pm (noon) on June 8th. The second grand prize will be selected by a panel of Aquarium staff based on the criteria noted above. | The St. Louis Aquarium Foundation reserves the right to remove our tag and report videos that are inappropriate. | See below for full terms & Conditions of the contest.

## **TERMS AND CONDITIONS**

### **WORLD OCEANS DAY VIDEO CONTEST**

NO PURCHASE NECESSARY; A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING

PLEASE CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS AND THE ANNOUNCEMENT (THE "ANNOUNCEMENT") ACCOMPANYING THESE TERMS AND CONDITIONS. BY ENTERING THE WORLD OCEANS DAY VIDEO CONTEST (THE "CONTEST") EACH ENTRANT (EACH AN, "ENTRANT") ACKNOWLEDGES AND AGREES THAT HE OR SHE HAS REVIEWED, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS STATED HEREIN. WINNING A PRIZE IS CONTINGENT UPON BEING COMPLIANT WITH THESE TERMS AND CONDITIONS AND FULFILLING ALL OTHER REQUIREMENTS SET FORTH HEREIN. IF AN ENTRANT DOES NOT AGREE TO THESE TERMS AND CONDITIONS, HE/SHE SHOULD NOT ENTER THE CONTEST.

1. **SPONSOR**. St. Louis Aquarium at Union Station Foundation d/b/a the St. Louis Aquarium Foundation, 111 Westport Plaza, Suite 500, St. Louis, Missouri 63146.
2. **TERMS AND CONDITIONS**. Participation in the Contest constitutes each Entrant's full and unconditional agreement to and acceptance of these Terms and Conditions and the decisions of the Sponsor or its designee (including, without limitation, decisions regarding eligibility and judging of Contest entries and winners and the awarding of any Contest prizes, which are final and binding in all respects). Winning a prize is contingent upon being compliant with these Terms and Conditions and fulfilling all other requirements set forth herein.
3. **ELIGIBILITY**. The Contest is only open to individuals who are at least (18) years of age as of the date of entry. VOID WHERE PROHIBITED BY LAW.
4. **CONTEST PERIOD**. During the period commencing on April 1, 2019 and ending at 11:59 p.m. CST, June 3, 2019, Entrants may enter the Contest in the manner described in the Announcement. The Sponsor's computer is the official time keeping device for the Contest.
5. **METHODS OF ENTRY**. Please see the accompanying Announcement.
6. **PRIZE**. Please see the accompanying Announcement for additional details. No substitution for the prize by winner. Sponsor may substitute a prize of equal or greater value in its sole discretion. The prize is not transferable prior to award. Taxes associated with the acceptance of the prize are the sole responsibility of the winner.
7. **WINNER NOTIFICATION**. The winner will be notified by June 8, 2019.
8. **ODDS OF WINNING**. Odds of winning depend upon the number of eligible entries received.
9. **NON-EXCLUSIVE LICENSE AND PUBLICITY OF CONTEST ENTRY**. By submitting an entry, Entrants hereby grant the Sponsor a non-exclusive, royalty-free, fully paid, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works

from, distribute, and display his/her entry for any purpose, throughout the world, in any medium, without further notice, approval, compensation or additional consideration to Entrant unless prohibited by law.

10. **REPRESENTATIONS AND WARRANTIES.** By participating in the Contest, each Entrant represents and warrants that his/her entry (i) is an original creation; (ii) has not been copied or derived in whole or in part from any other work; (iii) does not violate or infringe (including, if applicable, all images and people depicted in the entry) any copyright, trademark, privacy or publicity right, or other personal proprietary or intellectual property right of any person or entity; (iv) is not defamatory, libelous, obscene, or otherwise illegal; (v) is the sole and exclusive property of the Entrant; (vi) he/she has complete, worldwide distribution rights for his/her entry; (vii) he/she has received the written consent of any person (or parent or legal guardian if such person is a minor) who appears in any entry; and (viii) he/she, has complied with all of Facebook's, Instagram's, Twitter's, and/or Snapchat's (as applicable) requirements and terms regarding the use of their services in connection with the Contest. Entries that do not comply with the above requirements may not be eligible and, if submitted, may be removed at any time in Sponsor's sole discretion. Sponsor reserves the right in its sole discretion to disqualify any entry that it believes violates or potentially violates any of the foregoing requirements or otherwise fails to comply with these Terms and Conditions.

11. **SPONSOR'S RIGHTS.** Sponsor reserves the right, in its sole discretion, to terminate, modify, or suspend the Contest if, in Sponsor's sole discretion, there is any suspected or actual evidence of tampering with any portion of the Contest or if unauthorized intervention, fraud, technical difficulties, failures or any other factor beyond Sponsor's reasonable control corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest. In such event, Sponsor reserves the right (but does not have the obligation), in its sole discretion, to award the prize at random from among eligible, non-suspect entries received up to the time of suspected impairment. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Terms and Conditions or in an unsportsmanlike or disruptive manner. Sponsor's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision or any other provision of these Terms and Conditions.

12. **RIGHT OF PUBLICITY GRANT TO SPONSOR.** By submitting an entry, each Entrant grants to the Sponsor and its designees the right to use his/her name, likeness, distinctive appearance, image, portrait, picture, or photograph (whether still or moving), voice, including, without limitation, a recording or parts thereof, whether in writing, audio and/or video, and biographical information listed, provided, referenced, or otherwise contained in the entry for any purpose related to or in connection with promotion of the Sponsor, without further notice, approval, compensation or additional consideration to Entrant, unless prohibited by law. Each Entrant understands and accepts that the only compensation the Entrant will receive for granting this right is the publicity the Entrant may receive by the publication or broadcasting of the Entrant's entry into the Contest and/or the announcement of the Entrant's participation in the Contest.

Submission of personal contact information in connection with the Contest (whether or not required), including, without limitation, mailing address, phone number, email address, Instagram handle, Snapchat handle and Twitter handle constitutes permission for the Sponsor and its designees to use such personal contact information for purposes of administration of the Contest.

13. **RELEASE AND INDEMNITY.** Each Entrant does hereby agree to release, indemnify, defend and hold harmless, Sponsor, its members, managers, officers, affiliates, subsidiaries, representatives, employees and agents, and each of their successors and assigns (collectively, the "**Released Parties**"), from and against

any and all costs, claims, liabilities and expenses, whether known or unknown, direct or indirect, that may arise from or is in any way related to the participation in the Contest or the awarding, acceptance, receipt, use, or misuse of any prize (including any travel or activity related thereto).

14. NOT ENDORSED BY SOCIAL MEDIA PLATFORMS. By participating in the Contest, Entrants acknowledge that the Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram, Twitter, and/ or Snapchat (the “Released Platforms”) and hereby release the Released Platforms from any and all liability arising from or related to the Contest. The information Entrants provide for the Contest is being provided to the Sponsor and not to the Released Platforms.

15. DISCLAIMERS: UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL THE SPONSOR BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE ACT OF SUBMITTING AN ENTRY, OR INABILITY TO DO SO, INCLUDING DUE TO ANY AND ALL TECHNICAL MALFUNCTIONS FOR ANY REASON WHATSOEVER, OR OTHERWISE PARTICIPATING IN ANY ASPECT OF THIS CONTEST OR OUT OF ANY BREACH OF ANY WARRANTY. THE WINNER SHALL BEAR ALL RISK OF LOSS OR DAMAGE TO HIS/HER PRIZE AFTER IT HAS BEEN DELIVERED. THE SPONSOR MAKES NO REPRESENTATION OR WARRANTIES OF ANY KIND CONCERNING THE APPEARANCE, SAFETY OR PERFORMANCE OF ANY PRIZE. THIS EXCLUSION OR LIMITATION OF LIABILITY WILL NOT APPLY TO THE EXTENT THAT ANY APPLICABLE STATUTE PROHIBITS SUCH EXCLUSION OR LIMITATION OF LIABILITY.

16. ENTIRE AGREEMENT; VENUE. These Terms and Conditions constitute the entire agreement and understanding between the Sponsor and Entrants and supersede all prior agreements and understandings, written and oral, relating to the subject matter hereof. Each Entrant agrees that any suit or action that may be brought against the Sponsor may only be brought in the State court located in the County of St. Louis, Missouri or in the United States Federal District Court for the Eastern District of Missouri.

17. HEADINGS. The section headings contained in these Terms and Conditions are inserted for convenience only and shall not affect in any way the meaning or interpretation of these Terms and Conditions.