

2025 United Way Bay Area “Duck and Cover” Social Media Contest — Official Rules

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

ALL TIMES ARE PACIFIC TIME (PT).

1. Sponsor

United Way Bay Area (“UWBA” or “Sponsor”). Questions? marketing@uwba.org.

2. Eligibility

Open to legal residents of the San Francisco Bay Area who are 18 years of age or older and reside in one of the following California counties: Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano. Employees, officers, and directors of Sponsor, its affiliates, subsidiaries, advertising and promotion agencies, and their immediate family/household members are not eligible. Void where prohibited. Sponsor may require proof of eligibility.

3. Contest Period & Key Dates

- Entry Period: September 2, 2025 (12:01 a.m. PT) to September 30, 2025 (11:59 p.m. PT).
- Finalist Posting & Public Voting: October 1–16, 2025 (11:59 p.m. PT) on the Contest Website.
- Winner Notification: on/about October 17, 2025.
- Prize Award: on/about October 23, 2025.

4. How to Enter

During the Entry Period, visit www.uwba.org/duck-and-cover (the “Contest Website”) and follow the instructions to submit your entry (each, an “Entry”) in one of two categories: Photo or Video. Provide all requested information and upload your Entry in the format and size specified on the Contest Website.

Entry limits and integrity. Limit one (1) Entry per person (across both categories). Attempts to obtain more than the stated limit by using multiple emails, accounts, identities, or devices, or any other artifice, will result in disqualification. Sponsor may, in its sole

discretion, permit an entrant to re-upload the same Entry file if Sponsor confirms the original upload was corrupted or lost due to a technical issue.

Entry validity. Incomplete, late, misdirected, corrupted, or unintelligible Entries may be disqualified. Proof of submission does not constitute proof of receipt. Entries will not be returned.

5. Entry Requirements & Content Guidelines

By entering, you represent, warrant, and agree that your Entry:

- 1) Is original to you and does not infringe any copyright, trademark, privacy, publicity, or other rights of any person or entity.
- 2) Rights & permissions. You have obtained all necessary permissions/releases for recognizable persons (and, for any minor under 18, verified parent/guardian consent). You can produce such permissions upon request.
- 3) Content standards. Does not contain indecent, obscene, hateful, harassing, defamatory, or illegal content; does not promote discrimination, bigotry, or harm; and does not disparage Sponsor or any person.
- 4) AI policy. You may use generative AI for limited enhancement (e.g., color, noise removal, minor edits), but the Entry must be based on your own original photo or video. Entirely AI-generated submissions are not permitted.
- 5) Compliance. Complies with these Rules and the specifications on the Contest Website.

Sponsor may disqualify any Entry that violates the foregoing or the spirit of the Contest.

6. Categories, Judging, Finalists & Public Voting

Categories: (1) Photo, (2) Video.

Qualification Round. Sponsor will screen Entries for compliance with these Rules and the Contest Website specifications.

Judging Criteria.

- (1) originality & concept
- (2) expressive impact & communication
- (3) technique & execution
- (4) overall creative synthesis

Finalists. The top 25 per category (as scored by the Judges) will be designated “Finalists,” subject to eligibility verification.

Public Voting—People’s Choice. Finalist Entries will be displayed on the Contest Website for public voting during the voting window above. The Finalist with the highest number of valid

votes in each category will receive the People's Choice Award for that category. Sponsor may take reasonable measures to prevent or nullify fraudulent, automated, or irregular voting.

Judges' Awards. Separately, the Judges will select one Judges' Award per category from among the Finalists, using the same criteria.

Finality. All decisions of the Judges (and Sponsor on administrative matters) are final and binding.

7. Prizes & Approximate Retail Value (ARV)

- Four (4) total prizes will be awarded: one Judges' Award and one People's Choice Award in each category (Photo and Video).
- Each prize is an Ultimate Disaster Preparedness Kit (exact contents determined by Sponsor in its sole discretion).

Total ARV for all prizes: US \$6,000. No cash alternative or substitution, except Sponsor may substitute a prize of equal or greater value if a prize becomes unavailable. Prizes are non-transferable. Winner is responsible for all taxes and any expenses not specified. Sponsor may require a completed IRS Form W-9 and may issue a Form 1099 as required by law.

8. Winner Notification & Requirements

Potential winners will be notified using the contact information provided at entry (e.g., email/phone) on/about the date stated above and must respond by the deadline specified in the notice. As a condition of receiving a prize, a winner may be required to complete, sign, and return an Affidavit of Eligibility, Liability Release, and Publicity Release (where lawful) within seven (7) business days of notification. If a potential winner does not timely respond, is ineligible, or fails to execute required documents, Sponsor may select an alternate in its discretion (e.g., next-highest scoring Finalist or next-highest vote recipient, as applicable).

9. License to Entry; Publicity

Ownership. Entrants retain all ownership rights in their Entries.

License. By entering, entrant grants Sponsor and its affiliates a non-exclusive, worldwide, perpetual, royalty-free, sublicensable and transferable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly perform and display the Entry, in any media now known or later developed, for Contest administration and for UWBA promotional and educational purposes. To the maximum extent permitted by law, entrant waives any moral rights in the Entry in favor of Sponsor.

Publicity. Where lawful, by entering, entrant consents to Sponsor's use of entrant's name, city/state, likeness, and Entry for advertising and promotional purposes without additional notice or compensation.

10. Release; Limitation of Liability

By participating, you agree to release, discharge, and hold harmless Sponsor, its affiliates and subsidiaries, advertising and promotion agencies, and each of their respective officers, directors, employees, and agents (collectively, the "Released Parties") from and against any claims, liabilities, losses, or damages of any kind arising out of or related to your participation, Entry, or receipt/use of any prize, including without limitation: (a) unauthorized human intervention; (b) technical, network, hardware, or software failures; (c) data loss/corruption or delays; (d) printing, typographical, or administrative errors; (e) any claims based on rights of publicity, privacy, or intellectual property in or to the Entry (provided entrant has breached any representation herein). In no event will Released Parties be liable for indirect, incidental, consequential, special, or punitive damages. Some jurisdictions do not allow certain limitations; the foregoing applies to the fullest extent permitted by law.

11. General Conditions

Sponsor may cancel, suspend, or modify the Contest or any part of it if fraud, technical failures, or any factor impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion; and may disqualify any individual who tampers with the entry or voting process or violates these Rules. If the Contest is terminated before the stated end date, Sponsor may determine the winners from among eligible, non-suspect Entries received up to the time of the action using the judging/voting procedures set forth herein. This Contest is not sponsored, endorsed, administered by, or associated with any social media platform.

12. Odds

Odds of winning depend on the number of eligible Entries received, the number of Finalists, and the public voting results (for People's Choice).

13. Privacy

Personal information collected in connection with this Contest will be used in accordance with Sponsor's privacy practices and these Rules for Contest administration, winner notification, and prize fulfillment, and may be shared with service providers as necessary for those purposes. If Sponsor publicly discloses a winners list, it will include only each

winner's first name and initial of last name, unless a winner opts to remain anonymous, as permitted by law.

14. Governing Law; Venue

All issues and questions concerning the construction, validity, interpretation, and enforceability of these Rules or the rights and obligations of entrants or Sponsor shall be governed by the laws of the State of California, without giving effect to any conflict-of-laws rules. The parties consent to the jurisdiction and venue of the state and federal courts located in California.

15. Winners List / Rules Request

To obtain a copy of these Rules or a winners list (if any), mail a self-addressed, stamped envelope to Sponsor at the address listed on the Contest Website, to be received within sixty (60) days after the Prize Award date. To the extent applicable, the Contest shall be conducted in compliance with California Business and Professions Code § 17539.2.