Special note for all Entries made on Facebook: Entrant must tag submitted Contest Pages with Edgewater Neighborhood Association page (<https://tinyurl.com/EdgewaterBeyondTheWall>) as well as use the *#Edgewaterbeyondthewall* hashtag in the description and the Contest Pages must be made public. Sponsor will comment on your Contest Page and/or direct message you if you are a winner. All Facebook entries must be made by Entrant age 18 or older or, for Entrants less than 18 years old, with signed consent of Entrant’s parent or guardian.

CONTEST RULES

2021 Edgewater Beyond the Wall Activity Book Contest

NO PURCHASE OR PLEDGE NECESSARY. void where prohibited by law.

By entering into this Contest, you (OR YOUR PARENT OR GUARDIAN) agree(s) to these Contest Rules.

**1. Eligibility**: The 2021 Edgewater Beyond the Wall Activity Book Contest is open to residents of the Edgewater neighborhood of Boston, MA 02126 who agree to and follow these Contest Rules and meet all of the requirements described in these Rules. These Rules are posted in full at www.tpl.org/our-work/edgewater-riverfront and are summarized in an insert to the Edgewater Beyond the Wall Activity Book.

To participate, Entrants must meet the above residency requirement and either be 18 years of age or older as of their date of entry, or, if less than 18 years of age, include with their entry a signed and dated consent of parent or guardian. Any representation or agreement in these Rules made by or for an Entrant who is less than 18 years of age is deemed made by the Entrant’s parent or guardian on behalf of the Entrant.

The directors, employees and volunteers of Sponsor, as well as the directors, owners, employees and members and volunteers of any of the entities named or listed on the cover of the Activity Book and any person acting as judge in this Contest are disqualified from entry, as are the family and household members of any of these persons.

**2. Sponsorship**: The sole Sponsor of the Contest is The Trust for Public Land, a California non-profit public benefit corporation, with an office at 6 Beacon Street, Suite 615, Boston, MA 02108.

**3. Agreement to Rules**: By entering this Contest, the Entrant represents that Entrant is eligible under the Rules and also agrees to abide by the Rules, as they may be revised from time to time, and by Sponsor’s decisions in interpreting the Rules and the decisions of the Contest judges.

**4. Contest Entry Period**: This Contest begins upon the public distribution of the Activity Book and ends on May 31, 2021. Entries must be received by Sponsor within this time period.

**5. Activity Book; How to Enter**: The Activity Book is a 16-page interactive publication issued on behalf of Sponsor in April 2021. Copies of the Activity Book are available at the Little Library at Kennedy Garden on Edgewater Drive, Mattapan, or can be downloaded as a printable PDF document at: https://www.tpl.org/our-work/edgewater-riverfront

To enter the Contest, an Entrant must complete and submit one or more of the following Contest Pages from the Activity Book: (A) Activity Book Cover Page; (B) “My Edgewater Drive Journal” at Pages 8 and 9; and (C) “Daily Inspiration” portion of page 10.

All entries must contain the Entrant’s contact information, and entries made by Entrants who are less than 18 years old must be signed by a parent/guardian, using the consent form printed on the submitted Contest Page(s). Any entry made via the Internet on behalf of an Entrant who is less than 18 years old must be made by such Entrant’s parent or guardian.

**6. Prizes**: There shall be three (3) separate Contest prize packages in all, consisting of (a) up to three (3) child-size bicycles, each supplied with one child-size bicycle helmet and a bike safety kit (one each, per prize package), and (b) up to one (1) adult-size bicycle, supplied with one adult-size bicycle helmet and a bike safety kit. The total value of each winning prize package will include the retail cost of the applicable bicycle, the bicycle helmet and the safety kit, and any applicable sales tax, and is estimated at, and shall not exceed, $300 for each child-size bicycle package and $600 for the adult-size bicycle package.

All prize packages will be supplied by Ashmont Cycles, 1997 Dorchester Ave., Boston, MA 02124 or other bicycle shop selected by Sponsor in Sponsor’s sole discretion (although the bike safety kits may be delivered separately to winning Entrants). The exact brand, model, size and color of the bicycles, helmets and safety kit contents are not determined at this time. Reasonable efforts will be used to accommodate the preferences of the winning Entrants but all prizes remain subject to availability and to the maximum dollar amounts set forth above. There shall be no prize substitution permitted except at the Sponsor’s discretion. All prizes are non-transferable.

Each prize-winning Entrant, upon acceptance of the prize, is solely responsible for all expenses related to the prize (other than payment of Massachusetts sales tax), including, without limitation, any and all local, state, and federal income or other fees or excise taxes. Each winning Entrant is responsible for taking delivery of Entrant’s prize package at Ashmont Cycles during its regular business hours. Sponsor shall have no obligation to adjust, modify, repair or replace any element of any prize package or portion thereof following its acceptance by the winning Entrant.

In accepting a prize package, the winning Entrant agrees to the provisions of Section 9 of these Rules regarding the Sponsor’s use of a winner’s Entrant’s materials and name for promotional purposes without further compensation unless prohibited by law. Further, as a condition of taking delivery of a prize package, the winning Entrant or, as applicable, winning Entrant’s parent or guardian shall sign and return Declaration and Release instrument that shall re-affirm the terms, conditions and agreements contained in these Rules.

**7. Determination of Winners**: The Contest is a judged contest in which one winning Entrant will be selected per Contest Page. The applicable prizes and judging criteria for each indicated Contest Page are as follows:

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Contest Page** | **Prize** | **In determining the winning entry, judges will consider:** |
| 1. | Front Cover Page | Child-size Bike Package | Degree of completeness, Vibrancy, Engagingness and Uniqueness |
| 2. | My Edgewater Drive Journal | Adult- or Child-size Bike Package  (Winner’s Choice) | Degree of completeness, Thoughtfulness, Engagingness, Reflectiveness and whether the entry includes Inspiring Answers to the questions on the Contest Page |
| 3. | Daily Inspiration | Child-size Bike Package | Degree of completeness, Vibrancy, Engagingness and Uniqueness |

The three (3) winning entries will be selected at the June 2021 meeting of the Edgewater Neighborhood Association. The meeting may be held in person or remotely by means of video conferencing, at Sponsor’s election. Prior to the meeting, the Edgewater Contest Committee shall select three (3) judges for the Contest and give selected judges access to submitted Contest Pages. All judges must be age 18 or older at the time of serving and agree to act impartially and to apply the judging criteria described in the above table. No selected judge, or any family or household member of a selected judge, may have an entry in the Contest.

In considering the entries, the judges may consult among themselves and shall first attempt to reach consensus regarding the winning entry for each Contest Page. If the judges fail to reach consensus, then selection of a winning entry by vote (including run-off voting) of the judges is permitted. Selection of a winner by a means involving chance is prohibited.

Only one prize package will be awarded per Entrant. Once an Entrant has been determined as a winner for a given Contest Page, that Entrant is automatically disqualified from the Contest as it pertains to any other Contest Pages.

**8. Notification of Winners**: Promptly following the meeting, the Sponsor shall attempt to advise the winning Entrants of the results of the Contest, using direct messaging from the Facebook page of the Edgewater Neighborhood Association and/or contact information supplied by the winning Entrant. The Sponsor is not responsible for, nor shall have liability with respect to, the failure of any Entrant to receive notice, whether due to direct messaging or email being treated as SPAM or junk email, or due to an Entrant’s provision of incorrect, incomplete, illegible or otherwise defective contact information.

If a winner (a) fails to claim the prize within five (5) days from the time the award notification was sent, (b) is found ineligible, or (c) does not complete and return a signed declaration and release within the specified timeframe, the prize may be forfeited and, at Sponsor’s election, an alternate winner may be selected. Any winning Entrant also agrees to comply with any and all federal, state, and local laws and regulations. IF A WINNER VIOLATES ANY OF THESE RULES, SPONSOR MAY DISQUALIFY THAT WINNER, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

**9. Rights Granted by Entrant**: By submitting Activity Book materials, Entrant understands and agrees 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 Contest. Such consent shall apply to all submitted materials and not solely to winning entries.

**10. Certain Terms & Conditions**: In addition to all other rights reserved in these Rules, the Sponsor reserves the right to modify, delay or cancel the Contest, or to disqualify one or more entries, in the event of circumstances warranting one or more such responses, as determined by Sponsor in its sole discretion. Such circumstances may include non-authorized human intervention in the Contest, a computer bug or virus, fraud, *force majeure* events broadly construed, or other events beyond the control of Sponsor. This Contest is subject to federal, state and local laws and regulations and void where prohibited by law. In the event that any portion or term of these Rules shall be found to be invalid or unenforceable, the balance of these Rules shall remain in full force and effect.

**11. Limitation of Liability**: Each Entrant agrees that the Sponsor, and Sponsor’s directors, officers, employees, volunteers, as well as any of the entities named or listed on the cover of the Activity Book, and the directors, officers, employees, volunteers of such entities, and any Contest judges (a) shall, to the extent permitted by law, not be responsible or liable for, and are hereby released, held harmless and indemnified by Entrant from any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to (i) Entrant’s participation in the Contest or any Contest-related activity, (ii) Entrant’s acceptance, receipt, possession and/or use or misuse of any prize package, (iii) any type of technical failure, including human or electronic failure, and/or the unavailability or inaccessibility of mail, Internet or drop-off service, or (iv) unauthorized intervention in any part of the entry process or the Contest, and (b) have not made any warranty, condition, representation or guarantee, express or implied, in fact or in law, with respect to any prize package or other reward, including, without limitation, to such prize’s quality, merchantability or fitness for a particular purpose.

**12. Disputes**: THIS CONTEST IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE COMMONWELATH OF MASSACHUSETTS, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. The Entrant agrees that, as a condition of participating in this Contest, 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 Massachusetts 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. Facebook-Related Provisions**: The Contest is promoted and administered solely by Sponsor and is in no way sponsored, endorsed, administered by, or associated with Facebook. For requirements for Contest entries made by Facebook, see top of Page 1 of these Rule.

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