

STATESMAN CAP10K COSTUME PHOTO CONTEST

OFFICIAL RULES

1. **NO PURCHASE NECESSARY TO ENTER OR TO WIN. MUST HAVE A FACEBOOK, TWITTER, OR INSTAGRAM ACCOUNT. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.**
2. **Eligibility.** Subject to the additional restrictions below, the **Statesman Cap10K Costume Photo Contest** (the "Contest") is open to legal U.S. residents (excluding Puerto Rico) who are 18 years or older and are physically located in the U.S. at the time of entry. Employees of **Cox Texas Newspapers, L.P., d/b/a The Austin American Statesman** ("Sponsor"), Cox Enterprises, Inc., Cox Media Group and each of their respective affiliated companies, subsidiaries, and advertising and promotional agencies, and the family members of, and any persons domiciled with any such employees, are not eligible to enter or to win. The term "family members" includes spouses, parents, grandparents, siblings, children, grandchildren and in-laws, regardless of where they live. Persons belonging to or affiliated with a professional acting, theater, or film-making organization, such as SAG or AFTRA, are not allowed to compete in the Contest or participate in any entry. Professional actors and filmmakers, whether full-time or part-time, are allowed to compete so long as they do not belong to any professional organizations connected with the entertainment industry that would cause Sponsor to pay the entrant or any other person a fee or any other benefit for taking part in any Contest event.

To participate, entrants must have a Facebook®, Twitter®, or Instagram® account that is open to the public (an account where anyone can view the photos). Entrants are not eligible to participate if the entrant's Facebook, Twitter, or Instagram account is set to the private option (where a user must approve all follow requests). If entrants are not registered users of Facebook, Twitter, or Instagram, each platform is free to join or download for mobile applications. Terms and conditions apply.

3. **How To Enter.** The Contest will begin at 12:01 a.m. Central Standard Time ("CST") on April 10, 2016 and end at 11:59 CST on April 19, 2016 (the "Contest Period"). The entry period will begin at 12:01 a.m. CST on April 10, 2016 and end at 11:59 p.m. CST on April 14, 2016 (the "Entry Period"). The voting period will begin at 12:01 a.m. CST on April 16, 2016 and end at 11:59 p.m. CST on April 19, 2016 (the "Voting Period"). Sponsor will be the official timekeeper for the Contest.

During the Entry Period, post/upload an original photo of you wearing your costume for the Austin American-Statesman's Cap10K race event to your personal Facebook, Twitter, or Instagram account. Your photo entry must include the hashtag "#Cap10KContest" and at least one (1) of the following costume category hashtags (as applicable):

- "#SpiritOfTexas";
- "#Armadillo";
- "#Centipede";
- "#TrailWildThings";
- "#Hero";
- "#BestOfShow"

Photo entries must depict the entrant in a costume during any aspect of the race event, including prior to the race, during the race itself, or after the race at the race festival.

Entries that are in compliance with these Official Rules will be posted by Sponsor to Sponsor's Cap10K Facebook page (<http://statesman.com/Cap10Kcontest>) after they are received, reviewed, and verified by Sponsor. Sponsor will organize the photo entries and create photo albums based on the costume hashtags (the "Costume Hashtag Category"). You may enter the Contest as often as you like, provided that multiple entries by means of software-generated or other automated processes will be disregarded.

The use of multiple identities and/or accounts is prohibited, and any attempt to obtain more than the stated number of entries will void that participant's entries and may result in participant's disqualification. Incomplete, forged, altered, automated, mechanically reproduced, lost, late, misdirected, garbled, or illegible entries, or entries that do not meet the size or formatting requirements specified above, will be disqualified. Sponsor will not be responsible for failure to receive entries due to transmission failures or technical failures of any kind, including, without limitation, malfunctioning of any network, hardware or software, whether originating with sender, Sponsor, or Sponsor's Contest application service provider. In the event of a dispute, all online entries will be deemed to have been submitted by the owner of the ISP account from which they were sent, provided that such person satisfies all other Contest eligibility requirements. For these purposes, an ISP account holder shall mean the natural person assigned to such ISP account by the Internet access provider, online service provider or other organization responsible for assigning ISP addresses for the domain associated with such ISP account.

All entries become property of Sponsor and none will be returned. Any questions regarding the number of entries submitted or the owner of an ISP account shall be determined by Sponsor in its sole discretion, and Sponsor reserves the right to disqualify any entries by persons who submit false or misleading entry information or who Sponsor determines to be tampering with or abusing any aspect of the Contest.

4. **Entry Restrictions.** Your photo entry (1) **cannot** depict trademarked apparel; (2) must be suitable for a general audience; (3) **cannot** contain any nudity, sexually explicit, disparaging, libelous or other inappropriate content (all as determined in the sole discretion of Sponsor); (4) **cannot** contain any commercial content that promotes any product(s) or service(s) other than Sponsor; (5) **cannot** contain any trademarks, copyrighted works or other intellectual property (other than works and intellectual property that you own, or for which you have obtained royalty-free rights for Sponsor to use in connection with this Contest (collectively, "Authorized Assets"). Any elements appearing in your entry must be entirely original, created by you, be in the public domain, or be an Authorized Asset. Use of any materials that are not original to you, not in the public domain, or that are not an Authorized Asset may result in disqualification. Sponsor reserves the right to disqualify any entry that violates the foregoing restrictions, as determined by Sponsor in its sole discretion.

5. **Voting and Winner Selection.**

Voting. During the Voting Period, as defined above, visitors must sign in to their personal Facebook account and visit the Sponsor's Cap10K Facebook page (<https://www.facebook.com/Cap10K>) to vote for their favorite photo in each Costume Hashtag Category from among all entries received during the Entry Period. The photo entries may be viewed by accessing the Sponsor's Photo Album entitled "Cap 10K 2016 Photo Contest." Visitors must use the "Like" button to vote for their preferred photo(s) in each Costume Hashtag Category. Participants may vote for as many photo entries as they choose, however, each photo entry in each Costume Hashtag Category can only be "liked" one time per person per account.

Winner Selection. Winners for each Costume Hashtag Category will be determined based on the total number of "Likes" received for the respective photo entry during the Voting Period.

On or about April 20, 2016, Sponsor will select six (6) potential Grand Prize Winners based on the total number of "Likes" each photo has received in each Costume Hashtag Category. The photo entry with the most "Likes" from each Costume Hashtag Category are the potential Grand Prize Winners, pending verification of eligibility. Please note that even if a particular entry is shown as the leader at the close of the Contest Period, that entry has not yet won. All results are unofficial until verified by Sponsor. Sponsor will identify a potential Winner by the name on the account submitting the winning photo. In the event of a tie, the winner will be selected based on the entry with the earliest submission date and time. All decisions of the Contest judges are final.

Odds of winning depend on the number of eligible entries received and votes cast.

6. **Prize Description.** The winners in each of the following Costume Category Hashtags will be awarded the following prizes:

#SpiritOfTexas. Subject to verification of eligibility and compliance with these Official Rules, one (1) Spirit of Texas winner will receive: one (1) Cantina Laredo gift certificate (approximate retail value ("ARV"): \$50); one (1) Camp

Gladiator four (4) week fitness training camp for you and a friend (ARV: \$189) and one (1) Austin American-Statesman one (1) year Digital Subscription (ARV: \$179.88).

"#Armadillo." Subject to verification of eligibility and compliance with these Official Rules, one (1) Armadillo winner will receive: one (1) Cantina Laredo gift certificate (ARV: \$50); one (1) Camp Gladiator four (4) week fitness training camp for you and a friend (ARV: \$189) and one (1) Austin American-Statesman one (1) year Digital Subscription (ARV: \$179.88).

"#Centipede." Subject to verification of eligibility and compliance with these Official Rules, one (1) Centipede winner will receive: up to 6 (six) Timex Ironman watches (ARV: \$70 each). Number of prizes awarded to the winning photo entry based on number of runners depicted in winning "#Centipede" costume, maximum six (6).

"#TrailWildThings." Subject to verification of eligibility and compliance with these Official Rules, one (1) Trail Wild Things winner will receive: one (1) The Trail Foundation one (1) year Family Membership (ARV: \$150) and one (1) Austin American-Statesman one (1) year Digital Subscription (ARV: \$179.88).

"#Hero." Subject to verification of eligibility and compliance with these Official Rules, one (1) Hero winner will receive: one (1) Cantina Laredo gift certificate (ARV: \$50); one (1) Camp Gladiator four (4) week fitness training camp for you and a friend (ARV: \$189) and one (1) Austin American-Statesman one (1) year Digital Subscription (ARV: \$179.88).

"#BestOfShow." Subject to verification of eligibility and compliance with these Official Rules, one (1) Best of Show winner will receive: one (1) Ill Forks gift certificate (ARV: \$100); one (1) Austin Runners Club one (1) year Family Membership (ARV: \$30) and one (1) Austin American-Statesman one (1) year Digital Subscription (ARV: \$179.88).

Approximate retail value of all prizes awarded: \$2,316.40.

Gift certificates subject to terms and conditions of gift-certificate issuers.

Prizes will be fulfilled approximately one (1) to two (2) weeks after the conclusion of the Contest. A winner may waive the right to receive a prize. Prizes are non-assignable and nontransferable and cannot be redeemed for cash. Prizes subject to all terms, restrictions, and expiration dates associated with the prize. No substitutions allowed by winner. Prizes and individual components of prize packages are subject to availability. Sponsor reserves the right to substitute prizes or components of prize packages with a prize or component of equal or greater value. Winner is solely responsible for reporting and payment of any taxes on a prize. Winner may be required to provide his/her valid Social Security Number to Sponsor for tax purposes and/or complete an IRS W-9 form in order to claim a prize. Winners are solely responsible for all federal, state and local taxes on prize value and, as applicable, will be issued an IRS Form 1099 based on the prize value determined by Sponsor. Prizes not won and claimed by eligible winners in accordance with these Official Rules will not be awarded and will remain the property of Sponsor.

Only the number of prizes stated in these Official Rules is available to be won in the Contest. In the event that production, technical, seeding, programming, or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award the prizes by a random drawing among all legitimate eligible prize claims.

7. **Winner Notification and Acceptance.** Potential winners will be notified via direct message on or about April 20, 2016 at the social network account that was used to submit the winning entry. To claim a prize, the potential winner must respond to Sponsor's notification and provide an email address within forty-eight (48) hours after notification to receive prize. If the user does not have an email address, they will need to provide a valid postal address.

To claim a prize, the potential winner must personally visit Sponsor's offices at 305 South Congress Avenue, Austin, TX 78704 within five (5) business days after notification (office visits must be between the hours of 9:00 a.m. CST and 4:00 p.m. CST, Monday through Friday) and must present a valid government-issued photo ID.

Potential winners may be required to complete an affidavit of eligibility, and a liability and publicity release (except where prohibited by law), which must be notarized and returned within two business days of notification.

Sponsor's inability to reach a potential winner after a reasonable (as solely determined by Sponsor) effort has been made, the failure of a potential winner to timely respond to a prize notification, the return of any prize notification as undeliverable, the inability of winner and his/her guest to travel within the time period specified by Sponsor, and/or a potential winner's failure to comply with any term or condition of these Official Rules may, in Sponsor's sole discretion, result in the potential winner's disqualification and the selection of a substitute winner by a random drawing from among all remaining eligible entries received during the Contest Period. Sponsor will conduct up to eight (8) alternate selections based on the number of "Likes" received, after which the prize will remain unawarded.

A PARTICIPANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL SPONSOR HAS COMPLETED ITS VERIFICATION OF PARTICIPANT'S ELIGIBILITY.

A winner may waive the right to receive a prize. Prizes are non-assignable and nontransferable and cannot be redeemed for cash. No substitutions allowed by winner. Prizes and individual components of prize packages are subject to availability. Sponsor reserves the right to substitute prizes or components of prize packages with a prize or component of equal or greater value. Winner is solely responsible for reporting and payment of any taxes on a prize. Winner may be required to provide his/her valid Social Security Number to Sponsor for tax purposes and/or complete an IRS W-9 form in order to claim a prize. Winners are solely responsible for all federal, state and local taxes on prize value and, as applicable, will be issued an IRS Form 1099 based on the prize value determined by Sponsor. Prizes not won and claimed by eligible winners in accordance with these Official Rules will not be awarded and will remain the property of Sponsor.

8. **Participation.** By participating, participants agree to be bound by these Official Rules and the decisions of Sponsor and any Contest judges or administrators selected by Sponsor, which are final and binding in all respects. Sponsor reserves the right to disqualify persons found tampering with or otherwise abusing any aspect of this Contest as solely determined by Sponsor. Sponsor reserves the right to cancel or modify the Contest for any reason, including, but not limited to, in the event the Contest is compromised by a virus, non-authorized human intervention, tampering or other causes beyond the reasonable control of Sponsor which corrupt or impair the administration, security, fairness, integrity or proper operation of the Contest as determined by Sponsor, in its sole discretion. Should the Contest be terminated prior to the stated expiration date, Sponsor reserves the right to award prizes based on the entries received before the termination date. Proof of sending or submission of an entry will not be deemed proof of receipt by Sponsor.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

9. **Authorization.** BY ENTERING THE CONTEST, YOU REPRESENT AND WARRANT THAT (I) YOUR ENTRY IS ORIGINAL, WAS LEGALLY OBTAINED AND CREATED, AND DOES NOT INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OR OTHER LEGAL, EQUITABLE, OR MORAL RIGHTS OF ANY THIRD PARTY; (II) YOU HAVE OBTAINED PERMISSION TO SUBMIT YOUR ENTRY FROM EVERYONE NAMED, DESCRIBED, OR APPEARING IN YOUR ENTRY AND FROM THE OWNERS OF ALL LOCATIONS APPEARING IN YOUR ENTRY, AND YOU CAN MAKE THOSE AUTHORIZATIONS AVAILABLE TO SPONSOR UPON REQUEST; (III) THE ENTRY YOU ARE SUBMITTING HAS NOT PREVIOUSLY BEEN PUBLISHED OR ACCEPTED FOR PUBLICATION AND IS NOT CURRENTLY UNDER CONSIDERATION FOR PUBLICATION; AND (IV) YOU WILL NOT DISSEMINATE OR OTHERWISE SUBMIT YOUR ENTRY TO ANY OTHER ENTITY FOR PUBLICATION.
10. **Publicity Release.** BY ENTERING THE CONTEST, YOU AGREE THAT SPONSOR, VENDORS, COX MEDIA GROUP, LLC, COX ENTERPRISES, INC., FACEBOOK, TWITTER, INSTAGRAM, AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, SUPPLIERS, DISTRIBUTORS, ADVERTISING/PROMOTION AGENCIES, AND PRIZE SUPPLIERS AND EACH SUCH COMPANY'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASED PARTIES")

HAVE THE ABSOLUTE RIGHT AND PERMISSION TO PUBLISH YOUR ENTRY ON THE WEBSITE AND TO BROADCAST, PUBLISH, OR OTHERWISE USE YOUR ENTRY AND/OR YOUR NAME, BIOGRAPHICAL INFORMATION, AND LIKENESS IN CONNECTION WITH THE CONTEST OR FOR ANY COMMERCIAL, PUBLICITY, OR PROMOTIONAL PURPOSE WITHOUT LIMITATION, REVIEW OR APPROVAL, OR COMPENSATION TO YOU. BY ENTERING, YOU GRANT THE RELEASED PARTIES AN EXCLUSIVE, ROYALTY-FREE AND IRREVOCABLE LICENSE AND RIGHT (BUT NOT THE OBLIGATION) TO TELECAST, BROADCAST, COPY, EDIT, ADAPT, MODIFY, REPRODUCE, PUBLISH, CREATE DERIVATIVE WORKS OF, DISTRIBUTE, USE, OR OTHERWISE PUBLICLY DISPLAY ANY OR ALL OF YOUR ENTRIES, OR ANY PORTION THEREOF, IN ANY MANNER OR MEDIUM THROUGHOUT THE WORLD IN PERPETUITY, FOR COMMERCIAL, PUBLICITY, OR PROMOTIONAL PURPOSES, AND TO LICENSE OTHERS TO DO SO, WITHOUT LIMITATION, REVIEW OR APPROVAL, OR COMPENSATION TO YOU.

11. **Indemnification.** If Sponsor's use of your entry causes Sponsor to be subject to a claim by any third party, you agree to indemnify and hold harmless the Released Parties, and all persons acting by, through, under or in concert with them, against any and all damages, costs, judgments and expenses (including reasonable attorney's fees) which the Released Parties (or any one of them) may incur as a result of the use of your entry.
12. **Release.** BY PARTICIPATING IN THE CONTEST, EACH PARTICIPANT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO FULLY RELEASE, FOREVER DISCHARGE AND HOLD THE RELEASED PARTIES FROM AND AGAINST ANY CLAIMS, COSTS, LIABILITIES, LOSSES, INJURIES, AND DAMAGES ARISING OUT OF THE CONTEST, INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS FOR PERSONAL INJURY, DEATH, OR DAMAGE TO OR LOSS OF PROPERTY, LOSS OF ENJOYMENT, OR ANY OTHER HARM WHATSOEVER ARISING OUT OF OR RELATING TO: (1) PARTICIPATION IN THE CONTEST; (2) THE QUALITY, RECEIPT, POSSESSION, USE, OR MISUSE OF ANY PRIZE; OR (3) ANY TRAVEL OR ACTIVITY THAT IS RELATED TO THE SWEEPSTAKES OR ANY PRIZE.
13. **Limitations of Liability.** BY PARTICIPATING IN THE CONTEST, PARTICIPANTS ACKNOWLEDGE AND AGREE THAT EVERYTHING REGARDING THIS CONTEST, INCLUDING THE WEB SITE AND THE PRIZE(S), ARE PROVIDED "AS IS" AND THAT SPONSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ABOUT THE PRIZE(S) AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. (BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF THE RELEASED PARTIES IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.)

THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR: (1) ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY PARTICIPANTS, PRINTING OR PRODUCTION ERRORS, OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR EMPLOYED IN THE CONTEST; (2) TECHNICAL FAILURES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO MALFUNCTIONS, INTERRUPTIONS, OR DISCONNECTIONS IN PHONE LINES OR NETWORK HARDWARE OR SOFTWARE; (3) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE ENTRY PROCESS OR THE CONTEST; (4) TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE CONTEST, THE PROCESSING OF ENTRIES, OR THE NOTIFICATION OF ANY WINNER; OR (5) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM A PARTICIPANT'S PARTICIPATION IN THE CONTEST OR RECEIPT OR USE OR MISUSE OF ANY PRIZE.

Only the number of prizes stated in these Official Rules is available to be won in the Contest. In the event that production, technical, seeding, programming, or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award the prize based upon entries that received the highest number of "Like" votes.

14. **Construction.** The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any such provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

15. **No Affiliation with Facebook, Twitter, or Instagram.** This Contest is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter, Instagram, or any other named or depicted people or entities other than Sponsor. Any questions, comments or complaints regarding the Contest should be directed to Sponsor.
16. **Sponsor.** The **Statesman Cap10K Costume Photo Contest** is sponsored by **Cox Texas Newspapers, L.P., d/b/a The Austin American Statesman**. The decisions of Sponsor regarding the selection of winners and all other aspects of the Contest shall be final and binding in all respects. Sponsor will not be responsible for typographical, printing or other inadvertent errors in these Official Rules or in other materials or announcements relating to the Contest. For a list of winners (available after **May 1, 2016** or a copy of these Official Rules, visit **<http://www.cap10k.com/participant-info/costume-contest/>** or send a self-addressed, stamped envelope to "Winners List/Official Rules" (as applicable), **Statesman Cap10K Costume Photo Contest**, 305 South Congress Avenue, Austin, TX 78704. If you have any questions regarding this Contest, please contact Christopher Thibert at cap10k@statesman.com.

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