

NO PURCHASE NECESSARY TO ENTER OR WIN.

1. **Contest:** The Palm Desert Healing Heroes Initiative Contest may only be entered by legal residents of the State of California, and entries originating from any other jurisdiction are not eligible. Applicants of the Contest and their corresponding nominees must be age eighteen (18) or older at the time of entry. This Contest is governed exclusively by the laws of the California and applicable federal law. There is no cash option available instead of the prize. The trip is required to be taken on the required dates, anytime between April 15th and April 18th (April 16th is required), or the trip will be given to the next highest ranked Applicant's Nominee.
2. **Official Rules:** By participating, Applicants and, by accepting a prize, Nominee Winners, agree to be bound by the rules here ("Official Rules").
3. **Entry Period:** Contest begins at **12:00 AM** Pacific Time on **March 18, 2021** and ends at 11:59 PM Pacific Time on **April 5, 2021** ("Nomination Period").
4. **To Enter:** To enter the Contest visit DiscoverPalmDesert.com/HealingHero ("Nomination Site") to complete the online entry form. All entry information submitted shall be collectively referred to herein as the "Submissions" or each as a "Submission." Submissions must comply with the Guidelines and Restrictions defined below. You may nominate yourself if you are a Healthcare Worker as defined in this section. The Submission must include a photo along with responses regarding the Healing Hero. A "Healthcare Worker" is defined herein as a physician, nurse, emergency medical worker, allied health professional, mental health professional, medical or nursing student, long-term healthcare worker, laboratory technician, phlebotomist, pharmacist, nursing assistant and/or aid, hospital volunteer, or administrative staff member. Sponsor reserves the right to modify this Contest in the event an insufficient number of entries are received that meet the minimum judging criteria. Limit one (1) Submission per Applicant during each Entry Period as defined below. Non-winning entries will not be entered into subsequent contests by Sponsor.

By entering, each Applicant warrants and represents the following with respect to their Submission: (a) Applicant is the sole and exclusive owner of the Submission; (b) the Submission will not infringe on any rights of any third parties.

5. **Consent:**
 - a. Providing a Submission to Sponsor constitutes consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed,

including but not limited to on any and all Internet media, including Sponsor's web sites and properties and on social networking sites (e.g., Facebook, Instagram, YouTube, Twitter), for any legal purpose whatsoever. All Submissions become the sole property of the Sponsor and will not be acknowledged or returned.

- b. All Applicants and their respective Nominees must have a valid email address. No automated entry devices and/or programs permitted. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, postage-due, misdirected, technically corrupted, or garbled entries, which will be disqualified, or for problems of any kind, whether mechanical, human, or electronic. Only fully completed entry forms are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.
6. **Nominee Eligibility:** All Nominees and respective Applicants who provide nominating Submissions must be at least 18 years of age and legal residents of California. Void in other 49 states, overseas Military installations, Puerto Rico, and other U.S. territories and where prohibited, taxed, or restricted by law. Employees, officers, and directors of City of Palm Desert ("Affiliated Sponsor") and Sponsor and their respective parent companies, subsidiaries, affiliates, partners, advertising and promotion agencies, manufacturers, or distributors of Contest materials and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees/officers/directors are not eligible to enter. All federal, state, and local laws and regulations apply.
 7. **Submission Guidelines and Content Restrictions:** By entering, each Applicant agrees that his or her Submission conforms to the Submission Guidelines and Content Restrictions as defined below ("Guidelines and Restrictions") and that Sponsor, in its sole discretion, may disqualify an Applicant from the Contest if it believes, in its sole discretion, that the Applicant's Submission fails to conform to the Guidelines and Restrictions. Sponsor's decisions are final and binding in all matters relating to this Contest, including, but not limited to, interpretation of these Rules.
 - a. **Submission Guidelines:**
 - i. Applicant must provide all of the required information requested, including the nomination entry form ("Entry Form") and identifying information for the Nominee, including their email address and telephone number. The Entry Form must be factually accurate, i.e., based on actual events, persons, and circumstances. Once submitted, the Submission may not be further edited.
 - ii. Applicant must provide information in English.
 - iii. Applicant understands and acknowledges similar ideas may arise and be reduced to writing in this Contest and Applicant shall not have a claim against Sponsor if a similar entry to Applicant's is chosen as a Contest winner.

- iv. In the event of a dispute as to any Submission, the authorized account holder of the email address used to register by Applicant will be deemed to be the Applicant and must comply with these Official Rules. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each applicant may be required to show proof of being an authorized account holder.

b. Entry Form Restrictions:

- i. The Entry Form must be based on a living Nominee who may be required to confirm identity through a valid U.S.-government-issued photo ID or other verifying criteria.
 - ii. The Entry Form must not contain inappropriate, defamatory, slanderous, hateful, or obscene material.
 - iii. The Entry Form must not contain any material that infringes on a third party's trademark, copyright, or other intellectual property rights.
 - iv. The Entry Form must not contain material that promotes racism, bigotry, or otherwise promotes harm based on race, religion, disability, gender, sexual orientation, or age.
 - v. The Entry Form must not contain material that promotes illegal activity or is in violation of laws or regulations of the State of California or federal law.
 - vi. The Entry Form must be in line with the spirit of the Contest and comply with the primary purpose of the Contest, honoring a Healing Hero.
8. Judging Panel/Judging Criteria: All eligible Submissions will be judged by three individuals consisting of Executive and Marketing Employees of Idea Peddler ("Contest Judging Panel") at the end of the Nomination Period. All Submissions will be judged based on the following equally weighed criteria ("Judging Criteria"): a) How compellingly the Entry Form describes the Nominee and Nominee's passion for their vocation, and b) the Entry Form's adherence to Guidelines and Restrictions. By entering the Contest, Applicant agrees to be bound by these rules and the decisions of the judges, which will be final and binding in all matters relating to the Contest.
9. Contest Prize(s): Three (3) winners ("Nominee Winners") will receive the following Prize (the "Prize"). Each winner will receive:

Two-night stay at JW Marriott Desert Springs Resort & Spa (Value: \$600.00)

Gift Card for Dinner for Two (Value: \$675.00)

Gift Card for Excursion (Value: \$500)

Gift Card for Transportation (Value: \$100.00)

Gift Card for Entertainment (Value: \$250.00)

Total approximate retail value ("ARV") of Prize: \$2,125 per winner

Combined Value of Total Prizes: \$6,375.00 (USD)

Three (3) winners will be chosen by **April 9, 2021**. Contest Prize(s) is/are non-transferable. There is no cash option available instead of the prize. The trip is required to be taken on the required dates, anytime between April 15th and April 18th (April 16th is required), or the trip will be given to the next highest ranked Applicant's Nominee. Prizes will be awarded to the winning Nominees; Applicants will not receive a Prize (unless the Applicant nominated himself or herself). No substitution, assignment, or transfer of the Prize will be permitted by any Nominee Winner. Sponsor, however, reserves the right to substitute the Prize in whole or part with a Prize of comparable or greater value, at its sole discretion, for any reason. Prizes cannot be redeemed for cash. The approximate retail value of the three Prizes is \$6,375.00; if the actual value of the Prize awarded is less than this, the Nominee Winners will not receive the balance in cash, credit, or otherwise. Dates of travel of the Prize are subject to availability and restrictions. All expenses associated with Prize receipt and/or use not expressly described in these Official Rules as included in the Prize are the sole responsibility of the Nominee Winners and guests. The prize does not include the following, except as covered by Gift Card amounts: airfare; travel or life insurance; rental car; room service; room or other damages; hotel amenities; travel arrangements to and from home airport; additional hotel night stay; additional hotel room(s); resort fees; gratuities; excess or oversized baggage fees; any other travel-related expense(s) and/or incidental cost(s).

10. Taxes: All federal, state, and local taxes are the sole responsibility of each Nominee Winner. Nominee Winner will receive an IRS Form 1099 reflecting the final actual value of any Prize valued at \$600 or more. Nominee Winners must consult with their tax professional and independent counsel regarding potential tax implications for accepting the Prize. Winners shall provide to Sponsor their Social Security number and tax information for issuance of a 1099 form.
11. Notice of Prize: Nominee Winners of the Prizes will be notified by email and will be required to show valid U.S. government-issued photo identification and sign and return a liability/publicity release or transfer document within seven (7) days of notification. If any winner cannot be contacted within seven (7) calendar days of first notification attempt, if any Prize or Prize notification is deemed as undeliverable, if any Nominee winner rejects his/her Prize, or in the event of noncompliance with these Contest rules and requirements, such Prize will be forfeited and may be awarded to the Submission with the next highest scored Entry Form. Upon Prize forfeiture, no compensation will be given.
12. Publicity Release for Nominee Winner(s): Acceptance of a Prize in this Contest constitutes the Nominee Winner's permission for Sponsor, Affiliated Sponsor, and/or

their respective designee(s) to use Nominee Winner's name, photograph, image (still or video), likeness, voice, audio, biographical information, statements, testimonial, personal exposition (and/or any edited portion thereof), address (city and state), Prize information, Submission, and any remarks about the Prize or being nominated in this Contest, in whole or in part (collectively, "Attributes"), for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter devised, in perpetuity, without further compensation or authorization (except where prohibited by law), and the Nominee Winner agrees to release Sponsor, Affiliated Sponsor, JW Marriott Desert Springs Resort & Spa, and their respective designees from all claims arising out of the use of such Attributes.

13. **RELEASE OF CLAIMS:** Each Applicant (nominator) and Nominee Winner acknowledge that there is a possibility that, subsequent to their involvement with or entry in this Contest and adherence to these Official Rules, they may discover facts or incur or suffer claims which were unknown or unsuspected at the time agreeing to these Official Rules, and which if known by them at that time may have materially affected their decision to enter this Contest. Such Applicants and Nominee Winners acknowledge and agree that by reason of these Official Rules, and the release contained in the preceding subsections, they are assuming any risk of such unknown facts and such unknown and unsuspected claims. Such Applicants and Nominee Winners acknowledge that they have read these Official Rules and, as such, hereby have been advised of the existence of Section 1542 of the California Civil Code, which provides: **“A general release does not extend to claims that the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”**

14. **Liability:** Sponsor shall not be liable or responsible in the event Submission is not used for any reason. Submissions may be cut, edited, reformatted, rearranged, combined with other materials, and/or otherwise modified, in Sponsor’s sole and absolute discretion. By participating, Applicants and Nominee Winners agree to release and hold harmless Sponsor, and its advertising and promotion agencies and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors (collectively, “Released Entities”), from any and all liability, for loss, harm, damage, injury, cost, or expense whatsoever, including without limitation, property damage, personal injury, and/or death which may occur in connection with, preparation for, travel to, or participation in Contest, or possession, acceptance, and/or use or misuse of prize or participation in any Contest-related activity and for any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement, or any other intellectual property-related cause of action. Applicants who do not comply with these Official Rules, or attempt to interfere with this Contest in any way shall be disqualified. Sponsor is not responsible if Contest cannot take place or if a Prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather, or acts of terrorism.

15. Miscellaneous: Any attempted form of entry other than as set forth above is prohibited. No automatic, programmed, robotic, or similar means of entry are permitted. Sponsor, its affiliates, and partners are not responsible for technical, hardware, software, telephone, or other communications malfunctions, errors, or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause), or failed, incomplete, garbled, jumbled, or delayed computer transmissions which may limit one's ability to enter the Contest, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Contest or downloading any materials in this Contest. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend, or suspend this Contest should virus, bugs, non-authorized human intervention, fraud, or other causes beyond its control corrupt or affect the administration, security, fairness, or proper conduct of the Contest. In such case, Sponsor will select the winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or web site. Sponsor may prohibit an Applicant from participating in the Contest or winning a Prize if, in its sole discretion, it determines that said applicant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs), or intending to annoy, abuse, threaten, or harass any other Applicants or Sponsor representatives.
16. Limitation of Liability; Disclaimer of Warranties: IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE SITE AND/OR ENTRY IN THE CONTEST, DOWNLOADING FROM, AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE CONTEST. WITHOUT LIMITING THE FOREGOING, THIS CONTEST AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.
17. Disputes; Governing Law: The parties waive all rights to trial in any action or proceeding instituted in connection with these Rules, including, without limitation, the Contest. Any controversy or claim arising out of or relating to these Rules and/or the Contest shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any

arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of California.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Contest, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to the County of Riverside in the State of California. The parties agree not to raise the defense of forum non conveniens.

18. Force Majeure: Sponsor reserves the right to modify, extend, suspend, or terminate this Contest if it determines, in its sole discretion, that this Contest is technically impaired or corrupted, or that fraud or technical problems, failures, or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play, and/or feasibility of this Contest as contemplated herein. In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding the Prizes or continuing with this Contest as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health or other means, earthquake, explosion, labor dispute or strike, hotel closure, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), or any federal, state, or local government law, order, or regulation, public health crisis (e.g. Zika virus), order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then Sponsor shall have the right to modify, suspend, or terminate this Contest. If this Contest is terminated before the designated end date, Sponsor will (if possible) select the potential winner in the process described above from all eligible, non-suspect Nominations received as of the date of the event giving rise to the termination. Inclusion in such judging process shall be each nominator's sole and exclusive remedy under such circumstances.
19. Use of Data: Sponsor will be collecting personal data about applicants online, in accordance with its privacy policy. Please review the Sponsor's privacy policy at [Privacy Policy - Palm Desert Contest](#) By participating in the Contest, applicants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.
20. List of Winners: To obtain a list of Nominee Winners, send a self-addressed, stamped envelope by **May 1, 2021** to: **Idea Peddler Contest, P.O. Box 41928, Austin, TX 78704.**
21. Sponsor: Idea Peddler, LLC, P.O. Box 41928, Austin, TX 78704.