

**#CascaisXmas**  
**Instagram Photo Contest**

By Cascais Tourism Board - Visitors & Convention Bureau  
<http://www.visitcascais.com/>

**OFFICIAL RULES**

NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING.

**PROMOTION DESCRIPTION:**

Post one or more of your photos of Cascais region to your Instagram page with the hashtag #CascaisXmas plus the category hashtag.

The contest starts on December 07 and ends on December 24, 2017, at 23:59 (the Contest Period).

The prize for the winner of the #CascaisXmas Instagram Photo Contest will vary according to the photo category. Please check the category list and associated prize for each:

1 – Discover (1)

2 – Taste (2)

3 – Relax (3)

4 – Active (4)

(1) One night stay at Quinta da Marinha Resort 5\*

(2) One full meal for two at Fora de Pé Restaurant \*

(3) Brunch and access to the Thalassotherapy for two at Grande Real Villa Itália Hotel & Spa 5\*

(4) One Surf Lesson for two with Wanted Surf School\*

Prize winners will be announced on the second week of January 2018, between the 8th to 12th of January 2018.

By participating in the Promotion, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Associação Turismo de Cascais (Cascais Tourism Board - Visitors & Convention Bureau), Av. Clotilde · Ed. Centro de Congressos do Estoril 3ºC · 2765-211 ESTORIL | PORTUGAL (Sponsor) which shall be final and binding in all respects.

**ELIGIBILITY:** Only participants who are at least 18 years of age or older at the time of entry are eligible to enter. Officers, directors and employees of Sponsor, and its parents, subsidiaries, affiliates, members, distributors, retailers, sales representatives, advertising and promotion agencies (all such individuals and entities referred to collectively as the "Promotion Entities"), and each of their immediate

family members and/or people living in the same household are NOT eligible to enter the Promotion or win a prize. This Promotion is void where prohibited. This Promotion is in no way sponsored, endorsed or administered by, or associated with Instagram or Facebook.

HOW TO ENTER: To participate in the Contest, you must have a public Instagram account and must follow the Visit Cascais Instagram profile - [https://www.instagram.com/visit\\_cascais/](https://www.instagram.com/visit_cascais/).

During the Contest Period, upload to your Instagram account a picture Cascais that can relate Christmas and the category you want to participate in (each photo a "Submission") along with the hashtag #CascaisXmas, plus the hashtag of the category you want to participate:

Discover - #DiscoverCascais

Taste - #TasteCascais

Relax - #RelaxCascais

Active - #ActiveCascais

Example: To participate in the "Discover" category, please upload a photo of Cascais related to this category along with the hashtag #CascaisXmas #DiscoverCascais.

The same will follow all four categories.

Once you upload your Submission to your Instagram account using the Hashtags for the campaign, you receive one (1) Submission into the Contest. Enter as many different photographs as you like during the Contest Period; however, each photograph may only be submitted one time and be eligible for a single category. Your Submission must include the Hashtags in order to be eligible. Your Instagram account must be set to permit public viewing of your photos in order for Sponsor to receive your Submission. By using the Hashtag in connection with your Instagram post, you are acknowledging and agreeing that Sponsor has the right to stream your post through the Instagram API or otherwise use your post for promotions purposes.

The Submission must meet the following "Submission Requirements": (i) the Submission must be the submitting entrant's original, previously unpublished work and not feature or focus on any material owned or controlled by third parties (including without limitation, third party copyrighted material); (ii) the entrant must provide upon request all appropriate clearances, permissions and releases for the Submission; and (iii) the Submission must not include images that are obscene, pornographic, libelous or otherwise objectionable.

Any entry featuring a Submission that, in Sponsor's good faith judgment, violates the Submission Requirements will be disqualified.

All Submissions must be received by the end of the Contest Period. The Website's database clock will be the official timekeeper for this Contest. Proof of entering information on the Website is not considered proof of delivery to or receipt by Sponsor of such entry.

WINNERS, SELECTION, AND NOTIFICATION: At the end of the Contest Period, Cascais Tourism Board designated guest judges (collectively, the “Judges”) will judge all eligible Submissions on the following criteria: Creativity & Originality (50%) and Photographic Quality (50%), PER CATEGORY. The Judges will select one (1) Prize Winner (the “Winner”) for each category, and such determination shall be final and binding.

The prize cannot be substituted or transmitted to another person, and there is no possibility of the winner receiving a monetary prize as an alternative.

The participant is allowed to win in several categories, as long as its photos are according to the contest rules.

The promoter reserves the right not to award any prize if it decides that none of the participation satisfies the requirements for the contest.

The participant acknowledges that Instagram is outside the control of the promoter.

The promoter cannot be held responsible for the malfunction of the page, unavailability of the content, or any other situation that may affect the normal operation of the promotion, for reasons beyond the control of the promoter.

The promoter is not responsible for any infringements of copyright and/or other unlawful acts practiced by participants in the field of hobbies.

Cancellation of the hobby is a right allocated to the organizers, whatever the cause.

No compensation was awarded to participants.

Sponsor may make changes regarding eligibility or ineligibility and are subject to change at Sponsor’s discretion. In the event of a tie between two Submissions, Sponsor will select the winning Submission in its sole discretion. To notify the potential Instagram winner, Sponsor will post a comment on the potential winner’s Photo including Sponsor’s contact information. Sponsor is not responsible for communication problems of any kind. Sponsor shall have no liability for any Prize Winner notification that is lost, intercepted or not received by the potential Grand Prize Winner for any reason. If a potential prize winner does not respond within ten (10) days of the first notification attempt, or if the notification is returned as unclaimed or undeliverable to any potential Prize Winner, such potential prize winner will forfeit his or her potential prize and an alternate prize winner may be selected. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the prize for any reason, such potential prize winner will be disqualified and the next highest scoring entrant may be selected.

**\*PRIZES:**

1 – Discover (1)

2 – Taste (2)

3 – Relax (3)

4 – Active (4)

(1) – One night stay with breakfast at Quinta da Marinha Hotel.

The hotel may require a credit card or cash deposit upon check-in. All costs and expenses not specifically listed herein, including but not limited to, gratuities, taxes, visas, travel insurance, immunizations, souvenirs, hotel services and any other incidentals not mentioned herein are the sole responsibility of the Prize Winner.

(2) - One full meal for two (2) with two (2) starters, two (2) main dishes, and two (2) deserts. Beverages not included, at Fora de Pé Restaurant.

(3) - Brunch and access to the Thalassotherapy circuit at Grande Real Villa Itália Hotel, for two (2).

(4) - One Surf session for two(2) with Wanted Surf School.

Category One (1) Prize: One (1) Prize (the "Prize Winner") is available.

**PUBLICITY RELEASE:** By participating in the Promotion, in addition to any other grants which may be granted in any other agreement entered into between Sponsor and any entrant in or winner of the Promotion, each entrant irrevocably grants the Promotion Entities and their respective successors, assigns and licensees, the right to use such entrant's name, likeness, biographical information and Submission, and any individual(s) participating therein, in any and all media for any purpose, including without limitation, advertising and promotional purposes as well as in, on or in connection with the Promotion or other promotions, and hereby release the Promotion Entities from any liability with respect thereto.

**REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION:** Each person who enters this Promotion represents and warrants as follows: (i) the Submission is the entrant's own original, previously unpublished, and previously unproduced work; (ii) the Submission does not contain any computer virus (as applicable), is otherwise uncorrupted, is wholly original with the entrant, and as of the date of submission, is not the subject of any actual or threatened litigation or claim; (iii) the Submission does not and will not violate or infringe upon the intellectual property rights or other rights of any third party; and (iv) the Submission does not and will not violate any applicable laws, and is not and will not be defamatory or libelous. Each entrant hereby agrees to indemnify and hold the Promotion Entities harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder.

**DATES & DEADLINES/ANTICIPATED NUMBER OF CONTESTANTS:** Because of the unique nature and scope of the Promotion, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Promotion. The sponsor cannot accurately predict the number of entrants who will participate in the Promotion.

**PRIVACY**

For submissions under this contest that may portray persons other than the participant, whether these are minor or minor, it is assumed that such submission presupposes and implies that the participant obtained the consent of the persons portrayed, or their respective legal representatives if they are minors, for the use of their image in the participation of this pastime, in the terms foreseen in this regulation.

In providing your personal data, the participant declares that they are true and that he is responsible for communicating to the promoter any changes thereto that may be necessary. The provision of personal data is required and necessary for the management of the competition. The data given to the promoter will be processed by the computer for the contest management. After 3 months of the conclusion of the promotional activity mentioned in this regulation, the data of the participants will be automatically blocked. If you want to access your data or want it to be rectified or blocked, you can do so at any time in writing to the promoter.

Facebook and Instagram do not sponsor, support or run this promotion and are not in any way associated with this action.

The winner authorizes the organization to publish their name and/or image in any public promotional activity related to the competition in question, without this mention conferring any right to any remuneration or benefit, except for the prize won.

Participants of this contest acknowledge that their participation in the contest does not imply any right to any remuneration or benefit, except for the prize won in the case of the winner, regarding image rights, author and/or intellectual property.

We remind all users that they may establish in their Instagram profile prior authorization for any mention of their profile before it becomes public. Therefore, until this authorization is made, the mention will not be effective nor appear in the user profile. More information can be found at <https://help.instagram.com/>.