

## FINAL Version 7/2/2018

Quiz Name: Boat California Quagga & Zebra Mussel Prevention Quiz  
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**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO BECOME A QUAGGA ZEBRA INCENTIVE RECIPIENT** ("Recipient"). Boat California Quagga & Zebra Mussel Prevention Quiz is open to legal residents of the State of California who are 18 years of age or older (unless otherwise specified herein). Void outside California and where prohibited. Odds of being selected as a Recipient depend upon the total number of eligible entries received.

California State Parks Division of Boating and Waterways (DBW), and the State of California (together, the "State"), will conduct the Boat California Quagga & Zebra Mussel Prevention Quiz substantially as described in these general rules, and by participating, each participant agrees as follows:

DBW may from time to time conduct educational promotions concurrently and simultaneously on several different media and/or target locations.

### 1. Description of Boat California Quagga & Zebra Mussel Prevention Quiz/Participation.

- a) Dates of Boat California Quagga & Zebra Mussel Prevention Quiz: Boat California Quagga & Zebra Mussel Prevention Quiz will begin 9:00 A.M. PST on July 6, 2018 and end 11:59 P.M. PST on September 6, 2018. ("Quiz Period").
- b) How to Enter: During the quiz period, take the Boat California Quagga & Zebra Mussel Prevention Quiz by visiting the official website, [www.boatcalifornia.com/QZquiz](http://www.boatcalifornia.com/QZquiz). Take the Boat California Quagga & Zebra Mussel Prevention Quiz, and fill out the form completely and accurately to be officially entered. Deadline for registration is 11:59 P.M. PST on September 6, 2018. One entry per person. Valid entries must contain all information requested. Incomplete and/or multiple entries will be disqualified.

All Entries become the property of State and will not be returned. State is not responsible for lost, late, illegible, misdirected, mutilated, postage-due or incomplete entries or mail. Should multiple users of the same e-mail account or mobile phone number, as applicable, enter the Boat California Quagga & Zebra Mussel Prevention Quiz and a dispute thereafter arise regarding the identity of the entrant, the authorized account holder of said e-mail account or mobile phone account at the time of entry will be considered the entrant. "Authorized account holder" is defined as the natural person who is assigned an e-mail address or mobile phone number by an Internet access provider, on-line service provider, mobile service provider or other organization which is responsible for assigning e-mail addresses, mobile phone numbers or the domain associated with the submitted e-mail address.

- c) Recipient Selection: On each Friday for nine (9) weeks from July 13 to September 7, 2018, DBW will at random select three (3) Recipients each week. Twenty-seven (27) total Recipients will be determined for the Boat California Quagga & Zebra Mussel Prevention Quiz. No more Incentives other than those stated below will be awarded. If the entrant is unable to verify registration information the entrant will automatically be disqualified and their Incentive will be forfeited. DBW, in its sole discretion, reserves the right to select an alternate entry at that time. DBW is not responsible for any change of email address, mailing address and/or telephone number of entrants. Notification is deemed to have occurred immediately upon placing of a phone call or sending of an e-mail message. DBW is not obligated to leave voice mail, answering machine or other message. DBW is not responsible for and shall not be liable for late, misdirected or unsuccessful efforts to notify potential Entrants or for any late, misdirected, or if the potential Entrant is a minor, for late, misdirected, or unsuccessful efforts of a potential Entrant to provide signed parental or guardian consent.

### 2. Incentive(s). The item(s) that may be awarded to eligible Recipients are:

- a) Inflatable life jacket. Total approximate retail value \$100; or
- b) Type III life jacket, if requested by Recipient in lieu of an inflatable life jacket, approximate retail value \$30

1) A total of twenty seven (27) life jackets may be awarded during the Boat California Quagga & Zebra Mussel Prevention Quiz Period.

2) Incentives provided by the California State Parks Division of Boating and Waterways (DBW).

Conditions and restrictions may apply. The Incentive(s) that may be awarded to the eligible Entrant(s) are not transferable, redeemable for cash or exchangeable for any other Incentive, except in State's sole discretion. DBW will notify Incentive recipients by email for shipping information. All incentives must be redeemed from DBW within 30 days of the Boat California Quagga & Zebra Mussel Prevention Quiz end date unless otherwise stated in the Boat California Quagga & Zebra Mussel Prevention Quiz's official rules. If an Entrant cannot be contacted or is disqualified for any reason, DBW reserves the right to determine an alternate Entrant or not to award that entrant's incentive, in its sole discretion. No more than the advertised number of Incentives will be awarded. All Incentives will be fulfilled within sixty (60) days from the receipt of the eligible entrant's shipping information.

#### CONDITIONS/RESTRICTIONS FOR RECIPIENT

The Boat California Quagga & Zebra Mussel Prevention Quiz Incentive is subject to certain terms and conditions as specified herein. The Recipient must comply with all rules and regulations. Failure to do so may result in forfeiture of Incentive in its entirety. The Incentive elements that will be awarded as described herein (subject to legal restrictions, etc). If the Recipient is disqualified or is found to be ineligible for the Boat California Quagga & Zebra Mussel Prevention Quiz, DBW reserves the right to determine an alternate Recipient or not to award the Incentive, at its sole discretion. By accepting the Incentive, Recipient must agree to the conditions on participation and must sign a release to be eligible to receive a incentive and hereby agrees that: (i) that all decisions of DBW, with respect to the Boat California Quagga & Zebra Mussel Prevention Quiz are final and binding; (ii) to release DBW, the State of California, directors, employees, agents, and licensees from any and all claims in connection with the Boat California Quagga & Zebra Mussel Prevention Quiz and the award or use of the Incentive; (iii) to allow DBW to and its agents to use their names, voices, photographs, likenesses, biographical material, in any advertising or broadcasting material relating to this promotion, without additional financial or other compensation; and (iv) where allowed by law, sign a publicity release confirming such consent prior to acceptance of the Incentive. DBW is not responsible or liable to any entrant or Recipient or any person claiming through such entrant or recipient for failure to supply the Incentive or any part thereof, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, volcanic eruption, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond the sole control of DBW. All other costs and expenses related to Incentive acceptance and use not specified herein as being provided are the sole responsibility of the Incentive Recipient. State and Sponsors do not make, and are not responsible in any manner for, any warranties, representations, or guarantees, express or implied, in fact or law, relating to any Incentives, regarding the use, value or enjoyment of the Incentive, including, without limitation, its quality, mechanical condition, or fitness for a particular purpose. The DBW and the Sponsors will have no further obligation to the Recipient.

3. Eligibility and Limitations. Participants and Recipients must be legal residents of the State of California and must be at least 18-years old, as of the date of entry and have taken the Boat California Quagga & Zebra Mussel Prevention Quiz, as determined by DBW. No one under the age of eighteen (18) will be permitted to enter under any circumstances. DBW reserves the right to refuse to award an incentive to or on behalf of any minor. Unless otherwise stated in the official rules, only one (1) entry per person. Only one (1) Incentive per household for the duration of the promotion. The potential Recipient will be required to sign and return an affidavit of eligibility, release of liability and Incentive acceptance agreement ("Acceptance Release of Liability and Publicity Release") within seven (7) days after the first (1st) delivery attempt to entrants e-mail address in order for the potential Incentive Recipient to be qualified for a Boat California Quagga & Zebra Mussel Prevention Quiz Incentive, unless otherwise stated in the Official Rules. The potential Recipient's failure to return all required forms within this time period may result in the potential Recipient being disqualified and an alternate Recipient may be selected from all remaining eligible entries. Employees of DBW, Lake Perris State Recreation Area, its Officers, Employees and Agents, the participating sponsors and their advertising agencies, employees, and members of the immediate family of any such persons are not eligible to participate or be randomly selected as a recipient. The term "immediate family" includes spouses, siblings, parents, children, grandparents, and grandchildren, whether as "in-laws," or by current or past marriage(s), remarriage(s), adoption, co-habitation or other family extension, and any other persons residing at the same household whether or not related.

4. Tampering and Delivery Disclaimer. (a) DBW, in its sole discretion, reserves the right to disqualify and prohibit from participating any person, who DBW determines (in its sole discretion) is or is attempting to: (i) tamper with DBW's Website and/or any part of the Boat California Quagga & Zebra Mussel Prevention Quiz; (ii) attempting to undermine the legitimate operation of the Boat California Quagga & Zebra Mussel Prevention Quiz by cheating, deception, or other unfair playing practices, (iii) intending to annoy, abuse, threaten or harass any other participants or DBW's Agents; and/or (iv) otherwise violating these Official Rules or the Terms of Use of DBW's Website. (b) ANY

ATTEMPT TO DELIBERATELY DAMAGE DBW'S WEBSITE (OR ANY PART THEREOF) OR UNDERMINE THE OPERATION OF THIS Boat California Quagga & Zebra Mussel Prevention Quiz MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD ANY SUCH ATTEMPT BE MADE, DBW AND ITS LICENSEES (IF ANY) RESERVE THE RIGHT TO SEEK DAMAGES AND ANY OTHER AVAILABLE REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR ANY SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. EACH ENTRANT (OR, IF THE ENTRANT IS NOT OF AGE OF MAJORITY IN HIS/HER STATE OF RESIDENCE, THE LEGAL GUARDIANS THEREOF) AGREES TO INDEMNIFY AND HOLD HARMLESS DBW, THE CALIFORNIA STATE PARKS DIVISION OF BOATING AND WATERWAYS, AND THE STATE OF CALIFORNIA, ITS EMPLOYEES, CONTRACTORS, OFFICERS AND ITS AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES AND/OR LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) THAT MAY BE ASSERTED AGAINST OR INCURRED BY ANY OF THEM AT ANY TIME, IN CONNECTION WITH THE USE THEREOF, AND/OR BY ENTRANT'S BREACHES OF ANY REPRESENTATION, WARRANTY OR COVENANTS ASSOCIATED WITH THIS Boat California Quagga & Zebra Mussel Prevention Quiz. If, in DBW's opinion, there is any suspected or actual evidence of fraud, electronic or non-electronic tampering or unauthorized intervention with any portion of this Boat California Quagga & Zebra Mussel Prevention Quiz, or if fraud or technical difficulties of any sort (e.g., computer viruses, bugs) compromise the integrity of the Boat California Quagga & Zebra Mussel Prevention Quiz, DBW reserves the right to void suspect Entry and/or evaluations and/or terminate the Boat California Quagga & Zebra Mussel Prevention Quiz and award Incentives in its sole discretion. The use of any automated launching or entry software or any other mechanical or electronic means that permits the participant to automatically enter or evaluate repeatedly is prohibited. In the event of a dispute as to the identity of an entrant based on an email address, the entry in question may be disqualified. For all entries DBW disclaims all liability for any delays, misdelivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method. DBW is not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the Boat California Quagga & Zebra Mussel Prevention Quiz, and any injury or damage to entrant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in the Boat California Quagga & Zebra Mussel Prevention Quiz. DBW further reserves the right to cancel, terminate or modify the Boat California Quagga & Zebra Mussel Prevention Quiz if, in the sole discretion of DBW, it is impossible or impractical to complete the Boat California Quagga & Zebra Mussel Prevention Quiz as planned for any reason, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort. DBW reserves the right, in its sole discretion, to disqualify any entry if that entry's source and sender cannot be reasonably determined. In the event of termination of the Boat California Quagga & Zebra Mussel Prevention Quiz by State, State reserves the right to award any incentive(s) in a manner deemed fair and equitable by State. In no event will the type and quantity of Incentives awarded exceed the number described in the Official Rules.

5. Publicity; Use of Personal Information. By participating, where allowed by law, all recipient(s) grant DBW, Lake Perris State Recreation Area and the State of California, its Officers, Employees and Agents, Un/common Agency, the participating sponsors and their advertising agencies, employees, exclusive permission to use their names, characters, photographs, voices, and likenesses in connection with promotion of this and other oaths and waive any claims to royalty, right, or remuneration for such use. By participating in the Boat California Quagga & Zebra Mussel Prevention Quiz, where allowed by law, participants agree that DBW, Lake Perris State Recreation Area and the State of California, its Officers, Employees and Agents, Un/common Agency, the participating sponsors and their advertising agencies, employees, may use such information for marketing purposes, and may include the names of recipients in a publicly available recipients' list. For more information about how DBW will use information collected in connection with this Boat California Quagga & Zebra Mussel Prevention Quiz, please see State's privacy policy located [here](#).

6. Release. By participating in the Boat California Quagga & Zebra Mussel Prevention Quiz, each participant and Recipient waives any and all claims of liability against DBW, Lake Perris State Recreation Area and the State of California, its Officers, Employees and Agents, Un/common Agency, the participating sponsors and their advertising agencies, employees, for any personal injury or loss which may occur from the conduct of, or participation in, the Boat California Quagga & Zebra Mussel Prevention Quiz, or from the award, receipt and/or use or misuse of any Incentive, including any travel related thereto. In order to receive Incentive, Recipients must sign an official waiver form provided by DBW.

7. Taxes. Any valuation of the Incentive(s) stated above is based on available information provided to DBW, and the value of any item awarded to a Recipient may be reported for tax purposes as required by law. Each Recipient is solely responsible for reporting and paying any and all applicable taxes related to the Incentive(s) and paying any

expenses associated with any Incentives(s) which are not specifically provided for in the official rules. Each Recipient must provide DBW with valid identification and a valid taxpayer identification number or social security number before any Incentive will be awarded. Any person receiving over \$600 in Incentives from DBW will receive an IRS form 1099 at the end of the calendar year and a copy of such form will be filed with the IRS.

**8. Conduct and Decisions.** By participating in the Boat California Quagga & Zebra Mussel Prevention Quiz, participants agree to be bound by the decisions of State personnel. Persons who violate any rule, gain unfair advantage in participating in the Boat California Quagga & Zebra Mussel Prevention Quiz, or Recipient status using fraudulent means will be disqualified. Unsportsmanlike, disruptive, annoying, harassing or threatening behavior is prohibited. DBW will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Boat California Quagga & Zebra Mussel Prevention Quiz and DBW's decisions concerning such disputes shall be final. If the conduct or outcome of the Boat California Quagga & Zebra Mussel Prevention Quiz is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference or any event beyond the control of DBW, DBW reserves the right to terminate this Boat California Quagga & Zebra Mussel Prevention Quiz, or make such other decisions regarding the outcome as DBW deems appropriate. If, for any reason, more bona fide recipients come forward seeking to claim the Incentive, the Recipient may be selected in a random drawing from among all persons making purportedly valid claims for the Incentive. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. No more than the advertised number of Incentives will be awarded. All decisions will be made by DBW and are final. DBW may waive any of these rules in its sole discretion. Any attempt by an entrant or any other individual to deliberately circumvent, disrupt, damage or undermine the legitimate operation of this Boat California Quagga & Zebra Mussel Prevention Quiz is a violation of criminal and civil laws. Should such an attempt be made, DBW reserves the right to seek civil and/or criminal prosecution and/or damages from any such person to the fullest extent permitted by law.

**9. Miscellaneous.** Void outside the State of California and where prohibited. Odds of being selected as a Recipient depend upon the number of eligible entries received during the Boat California Quagga & Zebra Mussel Prevention Quiz Period. Each Recipient must submit proof of eligibility and sign DBW's release form to claim the Incentive. DBW may substitute Incentives, amend the rules or discontinue the Boat California Quagga & Zebra Mussel Prevention Quiz at any time as announced on its website. DBW disclaims any responsibility to notify participants of any aspect related to the conduct of the Boat California Quagga & Zebra Mussel Prevention Quiz. For a copy of the rules, or where required by law, a list of Recipients, visit the business office of DBW during normal business hours or visit the Official Boat California Quagga & Zebra Mussel Prevention Quiz website. All Quiz entries become the property of DBW and will not be returned. As a condition of participating in the Boat California Quagga & Zebra Mussel Prevention Quiz, participants agree (and agree to confirm in writing): (a) under no circumstances will entrant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (b) all causes of action arising out of or connected with this Boat California Quagga & Zebra Mussel Prevention Quiz, or any Incentive awarded, shall be resolved individually, without resort to any form of class action; and (c) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs. Visit the Official Website for a complete list of Recipients upon completion of the Boat California Quagga & Zebra Mussel Prevention Quiz Period.

**10. Compliance with Law.** The conduct of the Boat California Quagga & Zebra Mussel Prevention Quiz is governed by the applicable laws of the United States of America and the State of California, which take precedence over any rule to the contrary herein. DBW shall follow the applicable laws for conducting promotions, including notice to the state attorney general or consumer affairs office, posting of a prize bond, furnishing lists of Recipients, running specific on-air disclaimers, providing specific written information about the Boat California Quagga & Zebra Mussel Prevention Quiz, etc. as required by applicable local and state law.