



# Summer Sleepover Sweepstakes

## Official Rules

[Print](#)

No Additional Purchase Necessary to Enter or Win. The Summer Sleepover Sweepstakes (the "Sweepstakes") begins July 1, 2010 at 12:01 a.m. Pacific Time ("PT") and ends on August 31, 2010 at 11:59 p.m. PT (the "Sweepstakes Period"). During the Sweepstakes Period, Sweepstakes is sponsored and hosted by the California Academy of Sciences, 55 Music Concourse Drive, San Francisco CA 94118 ("Academy").

1. **ELIGIBILITY.** Sweepstakes is open only to current legal residents of U.S. (excluding military bases overseas, Puerto Rico, and its Territories) who are at least 18 years (or the age of majority) in their respective jurisdiction. Employees, officers, directors, agents, representatives of the Academy and their immediate family members and those living in their household, and each person or entity connected with the production, administration or judging of the Sweepstakes, are not eligible.

2. **HOW TO ENTER.** There are two ways to enter. (1) General Admission entry: Purchase a General Admission Ticket to the California Academy of Sciences on-site at the ticket window or on the web at [www.calacademy.org](http://www.calacademy.org). Locate the "Enter to Win" museum display at the California Academy of Sciences and deposit your entry form. (2) Mail-in entry: In the alternative, put the words "PENGUIN" on a 3x5 card, along with your name, mailing address, and email address, and mail the card to Summer Sleepover Sweepstakes, California Academy of Sciences, 55 Music Concourse Drive, San Francisco CA 94118. On-site entries must be received by the close of the Sweepstakes Period, August 31, 2010. Mail-in entries must be postmarked by the close of the Sweepstakes Period, August 31, 2010, and received by September 3, 2010 (the "Mail-In Deadline"). Only one entry per natural person. All entries submitted become the sole property of the Academy and will not be acknowledged or returned. Sorry, we will not accept online entries.

3. **SELECTION AND NOTIFICATION OF CHOSEN ENTRANT.** On or about September 7, 2010 ("Drawing Date"), three (3) entrants will be selected at random by a representative of the Academy from among all eligible entries received during the Sweepstakes Period and the Mail-In Deadline (each, a "Selected Entrant"). The Selected Entrant will be required to respond (as directed) to the phone and/or e-mail notification within 72 hours of attempted notification. The failure to respond to the notification within 72 hours may result in forfeiture of the prize and in such case the Academy may randomly select an alternate Selected Entrant from among all remaining eligible entries. Each Selected Entrant may also be sent an affidavit of eligibility / liability / publicity and medical releases ("Releases"). Except where prohibited by law, Selected Entrants must allow the Academy to use their name, picture, and winning story for Academy promotional and marketing purposes. Selected Entrants may also be required to provide name, U.S. Social Security Number (for tax form purposes), birth date, current address, and phone number. Each Selected Entrant will be required to complete and return the Penguins + Pajamas Sleepover Release and Waiver ([click here to view](#)) on behalf of all participants in its prize group, within the time period specified therein. The Selected Entrant must also agree to abide by the standard Penguins + Pajamas Sleepover Rules ([click here to view](#)). An Alternate Selected Entrant may be randomly selected from among the remaining eligible entries if a Selected Entrant: (i) cannot be reached after diligent effort; (ii) fails to obtain all signatures on the Release and Waiver

forms and to return the documents in a timely manner as required pursuant to these Official Rules; or (iii) cannot accept, receive, or qualify for the prize for any reason.

4. PRIZES. GRAND PRIZE: 3 (three) Grand Prizes of Penguins + Pajamas™ Gift Certificates will be awarded. Each Gift Certificate will allow up to 4 (four) people to attend a Penguins + Pajamas sleepover event at the Academy, on any scheduled Penguins + Pajamas Sleepover date they choose, before June 30, 2011. Children must be at least 6 years old to attend a Penguins + Pajamas Sleepover, and at least one of the four attendees per winner must be an adult chaperone (age 18 or older). If the Academy determines that it cannot award the Prize due to cancellation of the Penguins + Pajamas Sleepover or circumstances beyond the Academy's reasonable control, including but not limited to fire, earthquake, labor disturbances, equipment failure, and/or threat to public or animal safety, the Academy and Selected Entrant agree to work cooperatively to substitute another Academy-related experience, and the Academy shall have no liability to Selected Entrant. Prize may be transferred only once, and the winner must notify the Academy of the recipient's name. The Prize consists only of the Penguins + Pajamas Sleepover reservations. Transportation to and from the Academy, and communication to guests are the sole and exclusive responsibility of Selected Entrant

Total number of Prizes: 3. Total value of all Prizes: For purposes of this promotion, each Prize has been valued at \$476.00.

5. ODDS. The odds of winning depend on the total number of eligible entries received.

6. CONDITIONS. Sweepstakes is subject to these Official Rules. By participating, entrants agree to be bound by these complete Official Rules. Sweepstakes may be suspended or cancelled in the event the legitimate play of the Sweepstakes is undermined or compromised. All decisions of the Academy are final and binding; and entrants agree to waive any right to claim ambiguity in the Sweepstakes or these Official Rules, except where prohibited by law. By accepting a prize, Selected Entrant agrees to release the Academy, its attorneys and affiliates, together with its directors, employees, officers, licensees, licensors and agents, including without limitation, its respective advertising and promotion entities and any person or entity associated with the production, judging, or administration of the Sweepstakes (collectively, the Releasees), from any and all liability, loss, or damage arising from or in connection with awarding, receipt, and/or use or misuse of prize or participation in any prize-related activities. The Academy reserves the right to use the Sweepstakes for publicity purposes in any media, and to use the name, likeness, and hometown name and/or prize information of Selected Entrants as part of that publicity, without any compensation or prior review unless prohibited by law. Taxes, if any, are the sole responsibility of Selected Entrants, and Selected Entrants who are U.S. residents may be issued an IRS Form 1099 for the ARV of any awarded prize. This Sweepstakes is void outside the continental U.S., Alaska, Hawaii, and Canada, and where prohibited or restricted by law, and subject to applicable federal, state, provincial and local laws. The Academy reserves the right to disqualify any entrant it finds to be tampering with the entry process or the operation of the Sweepstakes or violating these Official Rules. The Releasees shall not be liable for: (i) late, lost, delayed, stolen, misdirected, postage-due, incomplete, unreadable, inaccurate, invalid, garbled or unintelligible entries, communications or affidavits, regardless of the method of transmission; (ii) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) any injuries, losses, or damages of any kind caused by the prize or resulting from acceptance, possession or use of a prize, or from participation in the Sweepstakes; or (v) any printing, typographical, administrative or technological errors in any materials associated with the Sweepstakes. The Academy disclaims any liability for damage to any computer system resulting from participating in this Sweepstakes, and reserves the right, in its sole discretion, to cancel, modify or suspend the Sweepstakes should a virus, bug, computer problem, unauthorized intervention or other causes beyond the Academy's control, corrupt the administration, security or proper play of the Sweepstakes. The Academy may prohibit an entrant from participating in the Sweepstakes or winning prize if, in its sole discretion, it determines such entrant is attempting to undermine the legitimate operation of the Sweepstakes in any way by cheating, hacking, deception, or any other unfair playing practices or intending to annoy, abuse, threaten or harass any other players or Academy representatives. Use of any automated system to participate is strictly prohibited and will result in disqualification. The Academy may disqualify at its sole discretion any entries it believes are created by an automated system. Disputes regarding these Official Rules and/or this Sweepstakes will be governed by the internal laws of the State of California. Any and all legal actions or claims arising in connection with this Sweepstakes must be brought in a court of competent jurisdiction within the United States. CAUTION: ANY ATTEMPT TO DELIBERATELY

DAMAGE THE WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE SWEEPSTAKES. SHOULD SUCH AN ATTEMPT BE MADE, THE ACADEMY RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

7. PRIVACY. All personal information collected by the Academy will be used for administration of the Sweepstakes, and, in the event an entrant signed up for a membership, shall be governed by the terms of the membership package, the privacy information for which is located at [www.calacademy.org](http://www.calacademy.org). In addition, entrants shall receive e-mail correspondence from, or on behalf of the Academy, subject to the Academy's privacy policy. The Academy uses reasonable commercial efforts to comply with Federal CAN-SPAM guidelines, and entrants may subsequently opt-out of receiving further e-mails by following the opt-out instructions contained in the e-mail.

8. OFFICIAL RULES AND WINNERS LIST. For a copy of these Official Rules or a winners list, send your request with a self-addressed, stamped envelope (WA and VT residents need not affix return postage) to: Sumer Sleepover Sweepstakes, California Academy of Sciences, 55 Music Concourse Drive, San Francisco, CA 94118. Request must be received by October 30, 2010.

# Summer Sleepover Sweepstakes Prize

## Sleepover Rules

**Eligible Participants:** Our Penguins+Pajamas™ Sleepover program is open to children ages 6-17. An adult chaperone must accompany every group of no more than five children. (Please note: The Penguins+Pajamas Sweepstakes Prize waives the sleepover cost for up to four people only.) No adults (18 and older) may participate in the Sleepover unless accompanied by a minor for whom the adult is responsible. Similarly, no unaccompanied minors may participate in the Sleepover.

**Sleepover Package:** The Penguins+Pajamas Academy Sleepover package includes overnight parking in the Music Concourse parking garage, as well as a late night snack, continental breakfast, a commemorative gift and next-day museum admission. The Academy Store will feature special penguin-themed merchandise for the occasion for purchase.

**Arrival:** Please arrive at the Main entrance between 6:00 pm and 7:30 pm on the evening of the Sleepover. Check-In concludes promptly at 7:30 pm and no late arrivals will be accepted.

**Parking:** The Sleepover package includes overnight parking in the underground parking garage located adjacent to the Academy, the Music Concourse Garage. Please bring your parking ticket with you to check-in for validation. The garage, however, is not operated by the Academy and, as such, the Academy makes no representations concerning the garage or your ability to park in it. There is **no overnight street parking** as per Golden Gate Park regulations.

Make sure that you have everything you will need from your car, as, for security purposes, you will not be permitted to leave the Academy for such purposes once inside until the end of the Sleepover.

**Supplies - we request the following:**

### **DO Bring**

- Signed waiver (required)
- Pillow
- Sleeping bag
- Air mattress or sleeping pad (electricity available)
- Towel/washcloth (showers not available)
- Toiletries (toothbrush/paste, etc.)
- Appropriate sleepwear
- Camera
- Comfortable layered clothing
- Reusable water bottle (optional)
- Earplugs and night mask (optional)

### **DO NOT Bring**

- Flashlights
- Outside food of any kind, drinks, or coolers
- Tents
- Balloons, gifts, party favors
- Radios, MP3 players, DVD's, computers (electronics)
- Wheeled shoes, skateboards, scooters
- Chewing gum
- Weapons

We suggest that you pack light because you will be responsible for carrying all of your items as necessary. Please **mark** sleeping bags, sleeping bag covers, etc. with names to avoid mix-ups when preparing to leave.

**Food:** Except in connection with specific dietary requirements, you may not bring food to the Sleepover. Dinner is available for purchase at the Academy Café or the Moss Room. Snacks will be provided and in the morning, a light breakfast will be served. If anyone in your group has any dietary concerns and you prefer to bring a specific snack, feel free to do so. Food may only be consumed in designated areas.

**Safety Rules:** For your group's enjoyment, safety, and security, as well as that of the other attendees, the staff, and the animals, the following activities, and any similar activities, are prohibited:

- Running
- Yelling
- Climbing
- Smoking
- Using any kind of smokeless tobacco products
- Bringing in additional food (except in connection with a special diet)
- Using cell phones (except in the case of an emergency)
- Throwing materials of any kind
- Tapping on the aquariums or other exhibits
- Taking anything into or out of any of the exhibits
- Using the tanks and/or windows as writing surfaces (they scratch easily)
- Attempting to frighten the animals in any manner
- Touching the animals and/or other exhibits except in designated areas

**Departure:** Participants will leave through the Main entrance the following morning at 8:00 am. If you would like to explore the Academy more after your Sleepover, you may get your hand stamped by one of our sleepover staff for re-entry during normal operating hours at 9:30 a.m.

#### **Cancellation by the Academy**

Please keep in mind that we reserve the right to cancel a Sleepover program if minimum enrollment numbers are not met. If the Academy determines that it cannot award the Sweepstakes Prize due to cancellation of the Sleepover or circumstances beyond the Academy's reasonable control, including but not limited to fire, earthquake, labor disturbances, equipment failure, and/or threat to public or animal safety, the Academy and Selected Entrant agree to work cooperatively to substitute another Academy-related experience, and the Academy shall have no liability to Selected Entrant.

#### **Cancellation by Selected Entrant**

The Academy may randomly select an Alternate Selected Entrant from among the remaining eligible entries if a Selected Entrant: (i) cannot be reached after diligent effort; (ii) fails to obtain all signatures on the Release and Waiver forms and to return the documents in a timely manner as required; or (iii) cannot accept, receive, or qualify for the Sweepstakes Prize for any reason.

## California Academy of Sciences Penguins + Pajamas Sleepover Release and Waiver

**Risks.** The undersigned on behalf of him/herself ("Participant") or, as applicable, as parent and/or legal guardian of Participant ("Guardian"), understands that participation in the Penguins + Pajamas™ Sleepover Program (the "Program") may present possible risks. Participant assumes any and all risks associated with the foregoing and Participant and, as applicable, his or her legal guardian, agree to hold the Academy harmless from any loss or damage that Participant may suffer as a result thereof. Participant and, as applicable, Guardian certify that Participant is in good physical condition and is safely able to participate in this program. All relevant allergies of Participant are identified below.

**Treatment.** In the event of need, Participant and, as applicable, Guardian hereby grants permission for the California Academy of Sciences, or its authorized representatives, to arrange for such medical care as Participant may require, including examinations, treatment, immunizations, etc. by a physician or surgeon of any licensed hospital. In the event that Participant needs medical treatment, Participant, and/or Guardian as applicable, hereby consents and authorizes the Academy to permit treatment. Participant and/or Guardian as applicable, agrees to be responsible for the cost of any medical services and to indemnify the Academy for such expenses.

**Release.** Participant and, as applicable, Guardian further agree to release, indemnify, hold harmless and defend the Academy and its members, trustees, directors, officers, employees, contractors, agents, affiliates, and successors and assigns (collectively "Releasees") from and against any claim which Participant, his/her legal guardian(s), or any other person, may have for any losses, damages, or injuries arising out of or in connection with Participant's participation in the Program. The Academy shall also not be responsible to Participant, Guardian, and/or any other person for illness, injury or damage to or loss of property due to Participant's own acts or omissions.

**Photos.** During and Participant's participation in the Program, the Academy or others may take photographs and/or record video or audio tapes that include Participant's image and/or voice (collectively, "Photos"). Participant and/or his/her legal guardian as applicable, on behalf of Participant and his/her respective heirs, successors and assigns, (i) hereby releases and waives any and all interest he/she may have in and with respect to the Photos, including but not limited to his/her right of privacy and/or right of publicity; (ii) grants the Academy permission, but in no way requires Academy, to use Participant's name in connection with such Photos; (iii) agrees that the Photos are the sole and exclusive property of the Academy and that Releasees may, without payment to the Participant or anyone else of any consideration whatsoever, take, make, edit, enhance, revise, and use the Photos for any purpose whatsoever, including use in advertising and in the Academy's annual reports and on posters, and may commercially exploit the Photos in any way, anywhere in the world; and (iv) hereby and forever releases and discharges Releasees, from, and covenant not to sue or commence arbitration proceedings against any of the Releasees with respect to, any and all claims, actions, causes of action and demands of every kind and nature in law, equity, or otherwise, known or unknown, suspected or unsuspected, disclosed or undisclosed, for damages, losses, liabilities, costs and expenses, actual or consequential, past, present and future, arising out of or in any way related to the Photos and Releasees' use thereof.

**California Release.** Participant and/or his/her legal guardian as applicable hereby expressly waives the provisions of Section 1542 of the Civil Code of the State of California which reads as follows:

“A general release does not extend to claims which 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.”

**Allergies.** \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Participant

Print Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Participant

Print Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Participant

Print Name \_\_\_\_\_

**If Participant is less than 18 years old at the time of the signing of this Agreement:**

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Participant's Parent or Guardian

Print Name \_\_\_\_\_