



## OFFICIAL RULES

### **Capture the Capital Scavenger Hunt Event, April 21, 2012 Federal Reserve Bank of Richmond**

#### 1. Eligibility

The Capture the Capital Scavenger Hunt Event (“Capture”) is open only to individuals who meet all of the following requirements at time of entry: legal resident of the United States who is at least 18 years or older or legal resident of the United States under 18 but participating on a team with a parent or guardian over the age of 18. Each team must also have a cellular phone with text capabilities. Individual text messaging and data plans/rates apply to participation in the Capture and all charges are the responsibility of each participating team.

Employees of the Federal Reserve Bank of Richmond or any individual involved with the design, production, execution or distribution of the Capture, and their immediate family (spouse, children, and step-children) are not eligible to win prizes. The Capture is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant’s full and unconditional agreement to be bound by these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to the Capture. Winning a prize is contingent upon fulfilling all requirements set forth herein.

#### 2. Sponsor

Federal Reserve Bank of Richmond, 701 East Byrd Street, Richmond, VA 23219

#### 3. Registration Period

The registration period for the Capture is between March 16, 2012 at 5:00 p.m. Eastern Time (“ET”) and April 16, 2012 at 11:59 p.m. ET (the “Registration Period”). Sponsor is the official time keeper.

#### 4. How to Register

To register go to <http://www.richmondfed.org/capture> during the Registration Period. Registration is free. Teams may register in one of two categories – “Adult Team” or “Family Team” – provided that the team participants meet the eligibility requirements outlined herein. An Adult Team is defined as either two (2) adults age 18 or over OR at least one (1) parent/guardian and their children age 13 or over. An Adult Team must have at least two (2) but not more than five (5) participants. A Family Team is defined as at least one (1) parent/guardian and their children, one (1) of which is no older than 12 years of age. Family Teams must have at least two (2) but no more than (5) participants. No more than two (2) people on any Team, Adult or Family, can be age 18 or over. Upon registration, the “Team Captain” is responsible for providing his or her name, email

address, birth date, mobile phone number intended to be used during the Capture, residence zip code, and t-shirt size. The Team Captain must also provide the name, birth date, and t-shirt size of his or her "Team Members." Team Captains must be 18 years of age or older. A person can only register for the Capture once (as either a Team Captain or Team Member) and be part of only one (1) Team. Registration is limited to the first one hundred (100) teams in each category. Only Teams that receive a registration confirmation will be able to participate in the Capture.

## 5. The Capture

The Capture requires walking throughout the Downtown Richmond area. WHILE COMPETING IN THE CAPTURE DO NOT DO ANYTHING THAT JEOPARDIZES YOUR SAFETY, THAT OF YOUR TEAM MEMBERS OR THOSE AROUND YOU. WHILE COMPETING IN THE CAPTURE DO NOT DO ANYTHING ILLEGAL, AND STRICTLY OBEY ALL LAWS. ALL TEAM MEMBERS MUST STAY TOGETHER AT ALL TIMES DURING THE CAPTURE. Unless otherwise required by medical necessity, teams must complete the Capture on foot without the aid of transportation or transportation vehicles (bicycles, cars, buses, etc).

- **Capture Check In:** Check In for the Capture will be at the East Visitor Lot of the Federal Reserve Bank of Richmond located at 701 East Byrd Street. Free parking is available at the Bank's parking deck, located between 5<sup>th</sup> Street and 7<sup>th</sup> Street (or as otherwise communicated by the Sponsor). Check In for the Capture will be between 9 a.m. ET and 10 a.m. ET on April 21, 2012 (or as otherwise communicated by the Sponsor). All Team Members must be present at Check In to compete in the Capture. Each member of the Team age 18 or older must bring and present a state-issued ID (with picture) or a Passport to register at Check In. The Team Captain must have his or her cellular phone (the mobile phone number that was entered during the online Registration) and present it to the Sponsor at Check In. At Check In, each Team Member will receive one (1) t-shirt (that must be worn during the entire Capture), one (1) bottle of water and one (1) map of the Capture area. At Check In, Team Captains and Team Members will be required to sign a Safety and Publicity Release and Waiver (see <http://www.richmondfed.org/capture>). Any Team that does not follow the Check In steps will not be able to compete in the Capture.
- **Designated Capture Locations:** The Capture starts April 21, 2012 at 10 a.m. ET (or as otherwise communicated by the Sponsor). At the start of the Capture, Teams will be provided with a text message activation number and keyword to begin the trek. At activation teams will begin to receive text message clues. Each Team should evaluate the clues and respond via text message. It is up to the Team to use their skill and knowledge to solve all the clues. Unless otherwise required by medical necessity, Teams must complete the Capture on foot without the aid of transportation or transportation vehicles (bicycles, cars, buses, etc.). Some clues will lead to a Capture Location Challenge Station.
- **Challenges:** At each Challenge Station Teams must complete a Challenge provided at that station. Challenges involve completion of a task and texting a password upon task completion. Teams may use Smartphones to assist in completing challenges.
- **Announcement of Winners:** All Designated Capture Locations will close at exactly 11:30 a.m. ET on April 21, 2012 ("Capture End Time") (or as otherwise communicated by the Sponsor). After the Capture End Time the Sponsor representative will not accept anymore Challenges. At

the Capture End Time all Teams should make their way back to the Federal Reserve Bank of Richmond to check back in, even if they have unsolved clues. The Teams will have thirty (30) minutes to return to the Federal Reserve Bank of Richmond. If a Team does not return by 12:00 p.m. ET (or as otherwise communicated by the Sponsor), they are disqualified. All Team Members must arrive at the finish together. Winners will be announced at The Federal Reserve Bank of Richmond at 12:30 p.m. (or as otherwise communicated by the Sponsor) as follows:

- i. The one (1) Team in each category (Adult Team and Family Team) that earns the most points will be deemed the Grand Prize Winner.
- ii. The one (1) Team in each category (Adult Team and Family Team) that earns the second highest points will be deemed the Second Prize Winner.
- iii. The one (1) Team in each category (Adult Team and Family Team) that earns the third highest points will be deemed the Third Prize Winner.

If two (2) or more Teams are tied at the end of the Capture, tie-breaker Challenges will be provided. The outcomes will be used to determine the Grand Prize Winner, Second Prize Winner, and Third Prize Winner in each category. Decisions made by the Sponsor are final and may not be contested. All decisions regarding the selection of the Grand Prize Winner, Second Prize Winner, and Third Prize Winner will be made exclusively by the Sponsor and shall be final and binding.

- Sponsor reserves the right to alter the start and end times of the Capture.

#### **Additional Requirements, Rules and Terms:**

- The Team must stay together at all times during the Capture.
- Teams are expected to display good sportsmanship and respect other Teams, the Capture area, and the Sponsor representatives at all times.
- A Team may not communicate with another Team regarding Designated Capture Locations, Capture Challenges or anything else that provides assistance concerning the Capture.
- Sponsor reserves the right to disqualify any Team if they attempt to manipulate Designated Capture Locations.
- Sponsor reserves the right to disqualify any Team for any conduct that, in the Sponsor's sole discretion, appears to inhibit the enjoyment of other participants or the fairness or integrity of the Capture.
- If the Team goes to a location which is not a Designated Capture Location Challenge Station it will be obvious that there is no Sponsor representative present at that location.
- WHILE COMPETING IN THE CAPTURE, DO NOT DO ANYTHING ILLEGAL.
- WHILE COMPETING IN THE CAPTURE, DO NOT DO ANYTHING THAT JEOPARDIZES YOUR SAFETY, THAT OF YOUR TEAM MEMBERS OR THOSE AROUND YOU.
- Sponsor is not responsible for failed, partial or garbled computer transmissions or for technical failures of any kind, including but not limited to electronic malfunction or damage of any network, hardware or software. If for any reason the Capture is not capable of running as planned, including infection by computer virus, bugs tampering, unauthorized intervention, fraud, technical failures or other causes that corrupt or affect the administration, security, fairness, integrity or proper conduct of the Capture, Sponsor reserves the right, in its sole

discretion, to cancel, terminate, modify or suspend the Capture, or disqualify any individual who tampers with the Capture process. No responsibility is assumed for: any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries; or any problems or technical malfunctions of any telephone network or lines, computer online systems, servers, providers, computer equipment, or software; or failure of any e-mail or electronic entry to be received on account of technical problems or traffic congestion on the SMS network or computer network, or any combination thereof, including any injury or damage to entrant's or any other person's computer or phone related to or resulting from participation in the Capture.

6. POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY THE SPONSOR WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CAPTURE.

7. Prizes

One (1) prize will be awarded to the Team Captains of the top three (3) Teams in each category (Adult Team and Family Team) as follows. The Sponsor is not responsible for how each prize is shared among Team Members.

- The one (1) Grand Prize winner of the Adult Team and the Family Team will receive an iPad tablet computer.
- The one (1) Second Prize winner of the Adult Team and the Family Team will receive a color e-reader tablet.
- The one (1) Third Prize winner of the Adult Team and the Family Team will receive a video MP3 player.

**For ALL prizes: Prizes will be awarded to the Team Captain.** Prizes are non-transferable and no substitution will be made as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute any listed prize for one of equal or greater value for any reason. The Sponsor is not responsible for how each prize is shared among Team Members. Winners are responsible for all future taxes and fees associated with prize use. Odds of winning a prize depend on the number of teams registered for the Capture and the Team's ability to evaluate the clues and use skill to solve the Capture Challenges.

8. Entry Conditions and Release

By entering, each participant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor representatives which are binding and final in all matters relating to the Capture; (b) release and hold harmless the Sponsor and each of its respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriate, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or

death or personal injury arising out of or relating to a participant's entry, reaction of an entry or submission of an entry, participation in the Capture, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Sponsor from and against any and all claims, expense, and liabilities (including reasonable attorney fees) arising out of or relating to an entrant's participation in the Capture and/or entrant's acceptance, use or misuse of prize.

## 9. Publicity

By registering for and participating in the Capture, each participant acknowledges that the Sponsor may use their name, likeness, image, voice, appearance and performance for use in internal or external productions, including but not limited to, web, print, video, audio or for other legal purposes ("Production Materials"). Registration for and participation in the Capture is completely voluntary. For adequate consideration hereby received, each participant irrevocably gives the Sponsor their consent to use their name, likeness, image, voice, appearance, and performance for purposes of and surrender any ownership they may have in the Production Materials. It is each participant's intention for the Sponsor to own the Production Materials and each participant understands they may become part of the Sponsor's permanent collection. Each participant grants the Sponsor, with their approval in each instance, the right to edit, mix, duplicate, use, and re-use the approved Production Materials in whole or in part and to grant the Sponsor's third party vendors a limited license to use the Production Materials in a way sanctioned by the Sponsor. Each participant irrevocably releases the Sponsor from any and all claims in connection with the use of the Production Materials.

## 10. General Conditions

Sponsor reserves the right to cancel, suspend and/or modify the Capture, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Capture, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Capture or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Capture may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Any attempt by any participant to obtain more than the stated number of Registrations by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that participant's plays and that participant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified.

Sponsor reserves the right to cancel, suspend and/or modify the Capture, or any part of it due to weather related conditions that would affect or impair the Capture. Every attempt will be made to notify the registrants via email of the Sponsor's decision at the earliest possible time when the decision is made.

## 11. Limitations of Liability

The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Capture; (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 Capture; (4) technical damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Capture or receipt or use or misuse of any prize. If for any reason a participant's text is confirmed to have been erroneously deleted, lost or otherwise destroyed or corrupted, participant's sole remedy is another text in the Capture. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award to only stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

## 12. Disputes

Entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or connected with the Capture, or any prizes awarded, other than those concerning the administration of the Capture or the determination of winner, shall be resolved individually, without resort to any form of class action; (ii) any and all disputes, claims and causes of action arising out of or connected with the Capture or any prizes awarded, shall be resolved exclusively by the United States District Court for the Eastern District of Virginia; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Capture, but in no event attorneys' fees; and (iv) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the federal laws of the United States and, in the absence of controlling federal law, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of law rules.

## 13. Entrant's Personal Information

Information collected from entrants is subject to the Sponsor's Privacy Policy ([http://www.richmondfed.org/terms\\_and\\_conditions](http://www.richmondfed.org/terms_and_conditions)) and SCVNGR's Privacy Policy (<http://www.scvngr.com/privacy>).

## 14. Promotion Rules

For Capture results or a copy of these Official Rules see <http://www.richmondfed.org/capture>.