



**Amtrak**  
*"#AmtrakTakeMeThere Social Media Residency"*  
**Application Terms**

1. **Overview:** The National Railroad Passenger Corporation, commonly known as Amtrak, is proud to offer the *#AmtrakTakeMeThere Social Media Residency*, an exciting opportunity for certain carefully selected persons to receive as an award a social media residency: a trip onboard an Amtrak long-distance train where winners will document their trips and share them with their social media communities. The ideal candidate is proficient in social media platforms as well as content creation, including but not limited to writing, capturing and editing both photos and videos. He or she must abide by brand guidelines and take creative direction from Amtrak. No professional experience or particular educational background is required to apply.
2. **Who Can Apply:** Legal residents of the forty-eight (48) contiguous United States and the District of Columbia, who are at least eighteen (18) years of age (or the age of majority in the jurisdiction of his or her residence, whichever is older), as of the date of submission of the application. (Applications will NOT be accepted from persons who are legal residents of Alaska or Hawaii.) In addition, employees of Amtrak and its agencies CANNOT apply.
3. **Application Period:** 12:00:01 p.m. ET on December 1st, 2018 – 12:00 p.m. ET on January 31st, 2019.

**How To Apply:**

The application form (the "**Application**") may be found at <http://amtrak.com/residency> (the "**Website**"). Applications will ONLY be accepted online. The form must be completed in its entirety.

Partial or incomplete submissions (e.g., submission of Application without providing answers to each section in the form) will NOT be accepted or reviewed.

**Carefully read these Terms. Then, click the check box signifying that you have read, fully understand and agree to these Terms. IF YOU DO NOT CHECK THE BOX INDICATING YOUR AGREEMENT TO THE TERMS, YOUR APPLICATION WILL NOT BE ACCEPTED OR REVIEWED.**

Proof of entering information on the Website is not considered proof of submitting an Application. Amtrak (or its agencies) may acknowledge receipt of Applications but is in no way obligated to do so. If Amtrak has any questions regarding your Application or requires any additional information or materials, Amtrak (or one of its agencies) may contact



you. **AMTRAK AND ITS AGENCIES WILL NOT ENGAGE IN COMMUNICATIONS INITIATED BY APPLICANTS AS TO APPLICATION STATUS OR OTHERWISE.**

**Limit of one (1) Application per person.** Submission of more than one Application will result in disqualification of all Applications submitted by a given individual and none of the Applications will be reviewed.

Amtrak has the sole discretion to determine whether an Application is incomplete. All Applications become the property of Amtrak and will not be returned.

Application must be submitted only by a single individual. No Applications by groups/clubs/businesses/organizations will be accepted; joint Applications will not be accepted.

4. **Content Guidelines:** In addition to complying with all other requirements of these Terms and/or the Website's posted terms and conditions, each Application must comply with the following guidelines ("Content Guidelines"). **If an Application is in violation of the Content Guidelines as determined by Amtrak in its sole discretion, the Application will automatically be disqualified and will NOT be reviewed.** Each Application must not:

- Contain content, image(s) or material that violates or infringes any third party rights of any kind, including without limitation, any third party privacy, publicity, trade secret and/or intellectual property rights, including third party registered and/or common law copyrights and trademarks;
- Disparage Amtrak, its agencies, any other person or entity affiliated with the Program or products, services or entities that are competitive with any of the foregoing;
- Contain brand names or trademarks of any third party other than those owned by or licensed to Amtrak in the work produced for Amtrak;
- Contain content not created by and original to Applicant;
- Contain content that is misleading, inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;
- Contain content that reflects, advocates or promotes bigotry, racism, hatred, harm or exploitation of or against any class, group or individual, discrimination based on race, gender, religion, nationality, disability, sexual orientation or age, or actions or activities that are restricted, prohibited, illegal or unlawful (including without limitation, the consumption of alcohol or any other controlled substances);



- Contain content that is unlawful or in violation of or contrary to any applicable federal or state laws or regulations; and
- Contain content that advocates violent, reckless, irresponsible or otherwise unhealthy behavior.
- **Amtrak grants to each qualified Applicant a limited, non-transferable, non-exclusive, non-sublicensable, revocable right to use its trademarks solely for purposes of and limited to including them in Application; such right and license will automatically expire without further act of any party upon the earlier of submission of Application or January 31, 2019 at 11:59 p.m. ET. Any other use of Amtrak's trademarks will be a violation of Amtrak's intellectual property rights. Amtrak's trademarks cannot be modified, adapted, or edited by Applicant; the preceding only excludes modifications due to technological limitations or malfunctions.**

Applicant understands and agrees that Amtrak has wide access to ideas, stories and other literary, artistic and creative materials submitted to it from outside sources or developed by its own employees and agents (together, "Amtrak Creative"); and, such Amtrak Creative may be competitive with, similar to (or even identical to) the writing sample/answers to questions created and submitted by Applicant; and, Amtrak shall have no liability to Applicant or any third party in respect to or in connection with the development, use, sale and/or commercial exploitation of all or any portion of Amtrak Creative by Amtrak and/or its designees and licensees, all of which liability, if any, Applicant hereby expressly and irrevocably waives, releases and discharges.

5. **Release of Liability:** BY SUBMITTING AN APPLICATION, TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU RELEASE AMTRAK, ITS PARENT, SUBSIDIARY OR AFFILIATED COMPANIES, AND ADVERTISING AND PROMOTIONAL AGENCIES, CONTRACTORS AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES AS WELL AS INSTAGRAM, LLC, FACEBOOK, LLC AND TWITTER, INC. (COLLECTIVELY, THE "RELEASEES" OR "RELEASED PARTIES"), FROM ANY AND ALL CLAIMS AND LIABILITIES ARISING FROM OR RELATING TO YOUR SUBMISSION OF AN APPLICATION AND/OR ACCEPTANCE, RECEIPT, POSSESSION, USE OR MISUSE OF AN AWARD (IF APPLICATION IS ACCEPTED). YOU ACKNOWLEDGE AND AGREE THAT IF YOU ARE SELECTED FOR AN AWARD, YOUR TRAVEL WILL BE SUBJECT TO ADDITIONAL TERMS AND CONDITIONS, INCLUDING AMTRAK'S CONTRACT OF CARRIAGE, WHICH MAY FURTHER LIMIT AMTRAK'S LIABILITY TO YOU.
6. **Review of Applications:** Applications will be reviewed on an ongoing, rolling basis by a panel, consisting of designated representatives of Amtrak (collectively, "Judging Panel"). **WHILE THE JUDGING PANEL HAS SET A TARGET**



**OF ACCEPTING EIGHT (8) APPLICATIONS/GRANTING EIGHT (8) AWARDS, JUDGING PANEL MAY SELECT FEWER THAN EIGHT (8) APPLICATIONS IF THE JUDGING PANEL DETERMINES IN ITS SOLE AND ABSOLUTE DISCRETION THAT AN INSUFFICIENT NUMBER OF QUALIFIED APPLICATIONS HAVE BEEN RECEIVED, WITHOUT LIABILITY OR OBLIGATION OF ANY KIND.** The Judging Panel will initially evaluate Applications based on the following criteria: writing skills, photography and videography skills, social community engagement and online personality. Applications advancing from such initial evaluation will thereafter be considered by Judging Panel based on the degree to which Applicant would function as an effective spokesperson/endorser of the Amtrak brand as well as related creative considerations, to be determined in the sole and absolute discretion of Judging Panel.

7. **Notification to Accepted Applicants:** Persons whose Applications are tentatively accepted will be notified by e-mail. Failure to respond to the initial verification e-mail within three (3) business days after notification or return of e-mail notification as undeliverable after three (3) attempts will result in disqualification. If Applicant cannot be contacted for any reason, Applicant will be rejected and Amtrak and its agencies shall have no liability or obligation to Applicant. Amtrak further reserves the right to conduct a background check of Applicant and condition receipt of Award on Amtrak's determination in its sole and absolute discretion that the results of the background check do not reveal any act (be it criminal or not) that may adversely affect the goodwill or business reputation of Amtrak or otherwise expose Amtrak to public contempt or ridicule. Applicant agrees to furnish any and all necessary consents and to provide any required information and materials to Amtrak or its agent (upon request and without compensation) so as to facilitate the timely conduct and review of the background check, with the understanding that failure to timely provide such consents/information or the inadequacy of such consents/information (as determined by Amtrak in its sole and absolute discretion) will result in rejection of Applicant. Amtrak further reserves the right in its sole and absolute discretion to reject Applicant on the basis of the results of the background check. In all instances, Amtrak shall have no liability or obligation of any kind to Applicant if he or she is rejected for any reason in conjunction with the background check requirement.

8. **Awards, Approximate Retail Values ("ARV"):**

**Award (Up to 8 in total):** A social media #AmtrakTakeMeThere residency consisting of one (1) round trip on an Amtrak long distance train (not to exceed two (2) connecting trains) to a destination of Amtrak's choosing serviced by Amtrak ("Trip"). Trip will be provided in the form of one (1) roundtrip Amtrak travel voucher (subject to terms and conditions indicated



thereon) for one (1) person on an Amtrak Sleeper Train (additional travel vouchers may be granted based on criteria we determine). Amtrak travel will last between two (2) and five (5) days. Award recipient will receive a private sleeper car, desk and window-view. Additionally, award recipient will receive a travel allowance of up to \$1,000 for additional travel costs; this includes, by way of example only, cost of travel to the train's departure station (amount and designation of travel allowance granted based on criteria we determine). **ARV of Award: \$1,900.00.** Actual value of Award may vary based on point of departure and dates of travel; if value is less than \$1,900, Award Recipient will not receive the difference in cash.

Full terms and conditions of Award acceptance/use will be provided at time of final, official acceptance of Application by Amtrak and grant of Award. By way of summary: conditions on receipt of Award are at Amtrak's sole discretion; and, Award is subject to restrictions, including travel deadlines and advanced notice requirements. All travel is subject to availability. Certain documentation and requirements, such as photo identification, may be necessary for travel. Award Recipient is solely responsible for any documentation and requirements and for determining applicable procedures and restrictions.

All travel on Amtrak trains is subject to Amtrak's Conditions of Carriage/Terms of Transportation. Award travel is non-transferable and cannot be extended beyond the valid date. Award Recipient assumes the risk of any inherent or unforeseen dangers associated with travel.

Any costs and incidentals not specified herein are the Award Recipient's sole responsibility; this includes, by way of example only, cost of any hotel accommodation beyond criteria we determine reasonable. Amtrak tickets are not valid for Amtrak Guest Rewards points. No upgrades, substitution, cash redemption or transfer of Awards is permitted except with Amtrak's permission (which may be granted or withheld for any reason) or where required by law. Amtrak in its sole discretion may award a substitute Award of equal or greater value if advertised Award is unavailable at time of distribution for any reason.

11. **Additional Conditions:** Void in AK, HI, and where prohibited by law. Amtrak, its agencies and contractors are not responsible for technical, hardware, software or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the user or by any of the equipment or programming associated with or utilized in the intake or submission of Applications or by any human error which may occur in the processing of Applications or for any liability for damage to any computer system resulting



from participation in, accessing or downloading information in submitting Application. Amtrak reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the application process, or who violates the Terms. Amtrak's failure to enforce any term of these Terms shall not constitute a waiver of that provision. If, for any reason, the application process is not capable of being implemented as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Amtrak which corrupt or affect the administration, security, fairness, integrity or proper conduct of the application process, then Amtrak reserves the right at its sole discretion to cease accepting Applications altogether, to suspend accepting Applications for a certain period of time or to otherwise accept Applications in a modified manner as determined by Amtrak in its sole discretion and which is fair, appropriate and in compliance with these Terms.

12. **Indemnification:** APPLICANT AGREES TO INDEMNIFY AND HOLD AMTRAK, ITS SUBSIDIARIES, AND AFFILIATES, CONTRACTORS AND EACH OF THEIR RESPECTIVE MEMBERS, EMPLOYEES, AGENTS, ATTORNEYS AND/OR OTHER PARTNERS, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, COSTS AND SETTLEMENT COSTS), DAMAGES, SUITS, COSTS, DEMANDS AND/OR JUDGMENTS WHATSOEVER, DUE TO OR ARISING OUT OF: (A) YOUR SUBMISSION OF AN APPLICATION OR USE OF THE WEBSITE; (B) YOUR BREACH OF THESE TERMS; AND/OR (C) YOUR VIOLATION OF ANY RIGHTS OF ANOTHER INDIVIDUAL OR ENTITY. THE PROVISIONS OF THIS SECTION ARE FOR THE BENEFIT OF AMTRAK, ITS SUBSIDIARIES AND/OR AFFILIATES, AND EACH OF THEIR RESPECTIVE MEMBERS, EMPLOYEES, AGENTS, ATTORNEYS AND/OR OTHER PARTNERS. EACH OF THESE INDIVIDUALS AND ENTITIES SHALL HAVE THE RIGHT TO ASSERT AND ENFORCE THESE PROVISIONS DIRECTLY AGAINST YOU ON ITS BEHALF.
  
13. **Governing Law: The application process is governed by the laws of the United States. Void where prohibited by law.** Any and all disputes will be resolved in the appropriate courts of the District of Columbia in the United States, according to the laws of the District of Columbia. Any conflict of laws will be resolved in favor of the laws of the District of Columbia.
  
14. **Names of Award Recipients:** For the names of Award Recipients (if any), send an email to [social@amtrak.com](mailto:social@amtrak.com) with "#AmtrakTakeMeThere Award" in the subject line. All such requests must be received by **March 15th, 2019**.

This promotion is in no way sponsored, endorsed or administered by, or associated with [Instagram](#) or [YouTube](#).



## **"#AmtrakTakeMeThere Social Media Residency" – Terms and Conditions of Residency**

1. The following terms and conditions (the "**Residency Terms**") shall apply in the event that an Applicant is selected for to receive an #AmtrakTakeMeThere Social Media Residency or other Award. An Applicant that has been selected for an Award is identified in these Residency Terms as "**you**" or "**Award Recipient**"). The Residency Terms supplement, and do not replace, the Application Terms. By accepting an Award, you acknowledge and agree that you have read and accepted these Residency Terms in their entirety. You must not accept an Award if you do not accept these Residency Terms.
2. **Amtrak's Rights in Residency Materials:** "**Residency Materials**" includes, but is not limited to, any video, photo, and written content created in association with the #AmtrakTakeMeThere Social Media Residency. By accepting an Award, Award Recipient agrees that he or she grants to Amtrak a royalty-free, irrevocable, perpetual, worldwide, sublicensable, non-exclusive license to use Residency Materials, and/or parts thereof, and likeness of any identifiable person contained in the Residency Materials for promotional or other purposes. Award Recipient agrees to execute and have executed any required documents in furtherance of such grant of rights. You represent that you have secured the necessary permissions and releases of any such persons appearing or described in the Residency Materials, and represents that use of the Residency Materials will not violate any right of privacy or publicity of any individuals. Without limiting the foregoing and except to the extent where prohibited by law, Award Recipient grants Amtrak the right to use his or her name and city and state of residence in connection with this Contest.
3. **Receipt of Award:** Award Recipient must coordinate with the Amtrak Director of Digital Media to determine the route, length and timing of the trip. There is no guarantee that Award Recipient will receive the exact trip requested. The award cannot be bartered, transferred, or sold, but the award and award components may be substituted for any reason at Amtrak's discretion. Award Recipient will be solely responsible for all applicable federal, state and/or local taxes, and for any other fees or costs associated with the prize awarded. The prize will be delivered only to an address in the contiguous United States.

The Award is subject to restrictions, including travel deadlines and advanced notice requirements. All travel is subject to availability. No exceptions are made for travel on sold-out trains. Once travel has begun, no changes to the



reservation can be made without the consent of Amtrak Director of Digital Media.

Certain documentation and requirements, such as photo identification, may be necessary for travel. Award Recipient is solely responsible for any documentation and requirements and for determining applicable procedures and restrictions.

All travel on Amtrak trains is subject to Amtrak's Conditions of Carriage/Terms of Transportation. Award travel is non-transferable and cannot be extended beyond the valid date. Award Recipient assumes the risk of any inherent or unforeseen dangers associated with travel.

4. **Travel Companion:** Family members and/or traveling companions of Award Recipient are not automatically eligible for complimentary tickets, but may travel with a paid ticket on a separate reservation and can share the Award Recipient's sleeping accommodations with a cross-referenced reservation. However, additional complimentary travel vouchers may be granted as part of the prize based on criteria we determine. If this criteria is not met, separate reservations are the responsibility of the traveler, not Amtrak.
5. **Request for Travel Dates:** A minimum of four weeks (28 days) is required between when Award Recipient provides his or her requested itinerary and the first date of travel. This requirement may be waived by Amtrak as appropriate, but all travel is subject to availability.
6. **Changing of Travel Dates:** All changes to previously scheduled travel must happen a minimum of four weeks (28 days) prior to departure date unless otherwise approved by Amtrak Director of Digital Media.
7. **Accommodations:** One (1) round trip on an Amtrak long distance train (not to exceed two (2) connecting trains) to a destination of Amtrak's choosing serviced by Amtrak. Amtrak travel will last between two (2) and five (5) days per direction. Award Recipient will receive a private roomette or bedroom and meals aboard the train. A travel allowance of up to \$1,000 for additional travel costs may include hotel accommodations outside of the train, and will be determined by criteria we deem reasonable. Any costs and incidentals not specified herein are Award Recipient's sole responsibility. Amtrak tickets are not valid for Amtrak Guest Rewards points. No upgrades, substitution, cash redemption or transfer of Award is permitted except with Amtrak's permission (which may be granted or withheld for any reason) or where required by law. Amtrak in its sole discretion may award a substitute Award of equal or greater value.





8. **Onboard Train:** Award Recipient must comply with all safety measures and protocol expected of an Amtrak passenger. Award Recipient does not have authorization to access locomotive cabs, to access station platforms without ticket, notice or escort or to access other locations normally off limits to the public. Compliance with directions from Amtrak employees is required. Award Recipient may not sell merchandise while on the train or in Amtrak stations.
  
9. **Content Guidelines for Residency Materials:** In addition to complying with all other requirements of these Terms, all Residency Materials must comply with the following guidelines (“Content Guidelines”). Residency Materials must not:
  - a. Contain content, image(s) or material that violates or infringes any third party rights of any kind, including without limitation, any third party privacy, publicity, trade secret and/or intellectual property rights, including third party registered and/or common law copyrights and trademarks;
  - b. Disparage Amtrak, its agencies, any other person or entity affiliated with the Social Media Residency Program or products, services or entities that are competitive with any of the foregoing;
  - c. Contain brand names or trademarks of any third party other than those owned by or licensed to Amtrak in the work produced for Amtrak;
  - d. Contain content not created by and original to Award Recipient;
  - e. Contain content that is misleading, inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;
  - f. Contain content that reflects, advocates or promotes bigotry, racism, hatred, harm or exploitation of or against any class, group or individual, discrimination based on race, gender, religion, nationality, disability, sexual orientation or age, or actions or activities that are restricted, prohibited, illegal or unlawful (including without limitation, the consumption of alcohol or any other controlled substances);
  - g. Contain content that is unlawful or in violation of or contrary to any applicable federal or state laws or regulations; and
  - h. Contain content that advocates violent, reckless, irresponsible or otherwise unhealthy behavior.
  - i. **Amtrak grants to each Award Recipient a limited, non-transferable, non-exclusive, non-sublicensable, revocable right to use its trademarks solely for purposes of and limited to including them in Residency Content; such right and license will automatically expire without further act of any party upon the completion of the Residency. Any other use of Amtrak’s trademarks will be a violation of Amtrak’s intellectual property rights. Amtrak’s trademarks cannot be modified, adapted, or edited by Applicant; the preceding only excludes modifications due to technological limitations or malfunctions.**



10. Award Recipient understands and agrees that Amtrak has wide access to ideas, stories and other literary, artistic and creative materials submitted to it from outside sources or developed by its own employees and agents (together, "Amtrak Creative"); and, such Amtrak Creative may be competitive with, similar to (or even identical to) the Residency Content; and, Amtrak shall have no liability to Award Recipient or any third party in respect to or in connection with the development, use, sale and/or commercial exploitation of all or any portion of Amtrak Creative by Amtrak and/or its designees and licensees, all of which liability, if any, Award Recipient hereby expressly and irrevocably waives, releases and discharges.

**11. Release of Liability:** BY ACCEPTING THE AWARD, TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU RELEASE AMTRAK, ITS PARENT, SUBSIDIARY OR AFFILIATED COMPANIES, AND ADVERTISING AND PROMOTIONAL AGENCIES, CONTRACTORS AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES AS WELL AS INSTAGRAM, LLC, FACEBOOK, LLC AND TWITTER, INC. (COLLECTIVELY, THE "RELEASEES" OR "RELEASED PARTIES"), FROM ANY AND ALL CLAIMS AND LIABILITIES ARISING FROM OR RELATING TO THE RESIDENCY CONTENT OR AMTRAK'S USE THEREOF.

**12. Indemnification:** AWARD RECIPIENT AGREES TO INDEMNIFY AND HOLD AMTRAK, ITS SUBSIDIARIES, AND AFFILIATES, CONTRACTORS AND EACH OF THEIR RESPECTIVE MEMBERS, EMPLOYEES, AGENTS, ATTORNEYS AND/OR OTHER PARTNERS, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, COSTS AND SETTLEMENT COSTS), DAMAGES, SUITS, COSTS, DEMANDS AND/OR JUDGMENTS WHATSOEVER, DUE TO OR ARISING OUT OF: (A) THE RESIDENCY CONTENT; (B) YOUR BREACH OF THESE TERMS; AND/OR (C) YOUR VIOLATION OF ANY RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS, OF ANOTHER INDIVIDUAL OR ENTITY. THE PROVISIONS OF THIS SECTION ARE FOR THE BENEFIT OF AMTRAK, ITS SUBSIDIARIES AND/OR AFFILIATES, AND EACH OF THEIR RESPECTIVE MEMBERS, EMPLOYEES, AGENTS, ATTORNEYS AND/OR OTHER PARTNERS. EACH OF THESE INDIVIDUALS AND ENTITIES SHALL HAVE THE RIGHT TO ASSERT AND ENFORCE THESE PROVISIONS DIRECTLY AGAINST YOU ON ITS BEHALF.

You acknowledge and agree that in the event of your violation of any of these Residency Terms or the Amtrak Conditions of Carriage/Terms of Transportation, or in the event that Amtrak otherwise determines in good faith that continuation of the Residency is reasonably likely to damages the reputation or goodwill of Amtrak, Amtrak shall have the right immediately to terminate the Residency. Please note that Amtrak may also have the right,



under the Amtrak Conditions of Carriage/Terms of Transportation, to require you to leave the train.