

## Staycation Giveaway – Official Rules

- 1. **Organizer:** The Competition is organized by Crystal Bridges Museum of American Art, located at 600 Museum Way, Bentonville, AR 72712 ("Organizer").
- 2. **Binding Agreement:** In order to enter the Competition, each entrant ("you") must agree to these Official Rules. Therefore, please read these Rules carefully prior to entry to ensure that you understand and agree. Submission of an entry in the Competition constitutes agreement to these Rules. These Rules form a binding legal agreement between you and the Organizer with respect to the Competition.
- 3. **Eligibility**: The Competition is open to residents of the United States who are least twenty one (21) years of age. Employees of Organizer and its affiliates, as well as their immediate families (spouse, parent, sibling, child, and spouse of any of the foregoing) and those living in their immediate households, whether or not related, are not eligible to enter the Competition or to win a prize. The Competition is subject to all applicable federal, state, and local laws and regulations, and is void where prohibited by law.
- 4. **Entry Period:** The Competition entry period begins Thursday, September 3, 2020 at 12 p.m. and ends on Thursday, September 17, 2020 at 5 p.m. (the "Entry Period"). However, the Organizer reserves the right to end the Entry Period after Monday, September 21, 2020 in its sole discretion.
- 5. **How to Enter:** No purchase is necessary to enter. Purchases will not increase odds of winning. Entry will be based on email address, not number of entries.
- 6. **Submission Requirements:** By submitting an entry in the Competition (the "Submission"), you represent, warrant, and agree to the following:
  - Contestants are limited to one entry per day. You may submit an entry every 24 hours during the Entry Period.
  - You are providing real information, accurate at the time of entry.
  - You have not entered into or become subject to any contract, agreement, or understanding that conflicts with your ability to enter into this legally binding agreement and convey the rights set forth herein.
  - The Organizer accepts no responsibility for lost or delayed submissions.
- 7. **License Grant:** By making a Submission, you hereby acknowledge that you shall not be entitled to any monetary compensation by Organizer.

- 8. **Winner Selection:** On Friday, September 18, 2020, the Organizer will select, by random drawing of email address, a winner from the submissions. The Winners will be final and are not subject to appeal or additional review. The winners will be notified by Crystal Bridges via email that they have won, and the Organizer will use the full name and email entered in the submission as the means of notifying the winner. The full name submitted by the winner may be announced on social media platforms.
- 9. **Prizes:** Two (2) night stay (Friday, October 2 and Saturday, October 3) in one (1) room at 21c Museum Hotel Bentonville (accommodating for a maximum 4 people; cash value of \$494); Up to four (4) tickets to North Forest Lights at Crystal Bridges (cash value of \$22 per adult ticket and \$10 per youth (ages 7 to 18) ticket); Up to four (4) tickets to the exhibition *Ansel Adams in Our Time* at Crystal Bridges (cash value of \$12 per adult (ages 18 and older) ticket; One (1) Momentary food and drink voucher, alcoholic beverages excluded (cash value of \$50); One (1) Momentary Bocce Ball voucher (cash value of \$20).

There is no cash alternative and prize must be taken as offered. If a winner chooses not to accept the prize, an alternate winner will be selected at random. All federal, state, and local taxes on the value of the prizes are the sole responsibility of the winners. Return of any prize/prize notification may result in disqualification and selection of an alternate winner. Any potential winner who cannot be contacted within forty eight (48) hours of attempted first notification may result in disqualification and forfeiture of his or her prizes.

- 10. **Right to Use Name, Likeness, and Other Identifying Information:** By making a Submission, you grant to Organizer, its affiliates, and their respective successors and assign the right, except where prohibited by law, to use your photo sharing stream name for all purposes, including, but not limited to, press and social media communications, without further compensation to you.
- 11. **General Conditions:** This Competition is governed by the laws of the State of Arkansas, United States. All federal, state, and local laws and regulations apply. By participating in this Competition, you agree to be bound by the terms of these Official Rules which will be posted at crystalbridges.org throughout the Entry Period, and by the decisions of Organizer, which are final and binding on all matters pertaining to this Competition.

Organizer reserves the right, at its sole discretion, to disqualify any entrant found to be (1) tampering or attempting to tamper with the entry process or the operation of the Competition; (2) violating the Official Rules; (3) violating the terms of service, conditions of use, or general rules or guidelines of any Organizer property or service; or (4) acting with the intent to annoy, abuse, threaten, or harass any other person. Any false information provided within the context of the Competition by any entrant concerning identity, postal address, or ownership of rights in the Submission, and/or non-compliance with Official Rules may result in the immediate elimination of the entrant from the Competition. Organizer further reserves the right to disqualify any entry that it believes, in its sole discretion, infringes or violates the rights of any third party or otherwise does not comply with the Official Rules.

This Competition is in no way sponsored, endorsed, or administered by, or associated with, Facebook, Twitter, Instagram or Pinterest. The Organizer hereby releases Facebook, Twitter, Instagram and Pinterest of any liability relating to the Competition.

The Organizer, its affiliates, and their respective officers, directors, trustees, employees, agents, successors, and assigns (collectively, the "Released Parties") are not responsible for electronic

transmission errors resulting in omission, interruption, deletion, defect, or delay in operations or transmission. Released Parties are not responsible for theft or destruction, or unauthorized access to or alterations of Competition materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind. Released Parties are not responsible for inaccurate transmissions of or failure to display Competition materials as a result of technical problems or traffic congestion on the Internet or at any website or any combination thereof.

- 12. LIMITATIONS OF LIABILITY; INDEMNIFICATION: TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY LIABILITY, CLAIMS, DEMANDS, LOSSES, DAMAGES, COSTS AND EXPENSES RESULTING FROM, RELATED OR INCIDENTAL TO (1) ANY ACT, OMISSION, DEFAULT OR BREACH BY YOU OF THE RULES OR ANY WARRANTY BY YOU SET FORTH HEREIN; AND (2) YOUR PARTICIPATION IN THE COMPETITION AND/OR YOUR USE OR ACCEPTANCE OF ANY PRIZE WON.
- 13. **Severability:** If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.