



#MyMomentaryMoment *Official Rules*

1. **Organizer:** The Giveaway is organized by the Momentary, located at 507 SE E ST, Bentonville, AR 72712 (“Organizer”).
2. **Binding Agreement:** In order to enter the Giveaway, 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 Giveaway constitutes agreement to these Rules. These Rules form a binding legal agreement between you and the Organizer with respect to the Competition.
3. **Eligibility:** Employees of Organizer and its affiliates are not eligible to win a prize. The campaign is subject to all applicable federal, state, and local laws and regulations, and is void where prohibited by law.
4. **Entry Period:** The entry period for the Giveaway begins at 12 p.m. on Monday, January 4, 2021, and ends at 12 p.m. on Tuesday, February 9, 2021. (“Entry Period”)
6. **How to Enter:** No purchase is necessary to enter. Purchases will not increase odds of winning. Entry for the Giveaway will be based on Instagram posts including the hashtag #MyMomentaryMoment (not case sensitive). The hashtag must be included on the post during the Entry Period.
7. **Submission Requirements:** By submitting an entry in the Giveaway (the “Submission”), you represent, warrant, and agree to the following:
 - Contestants are not limited to number of submissions.
 - You are the creator of the content you submit.
 - 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.
 - Your photographic submission may be cropped and/or altered by the Organizer.
 - Your photographic submission may be shared on the Organizer’s website, blog, and/or social media channels.
8. **License Grant:** By making a Submission, you hereby acknowledge that you shall not be entitled to any monetary compensation by Organizer.
9. **Winner Selection:**

Competition One: After the Entry Period, the Organizer will select at random one winner from the submissions. Winners will be notified by the Momentary via Instagram that they have won. Each winner's full name and social media handle may be announced on social media platforms.

10. **Prizes:** The winner of the Giveaway will receive one (1) Crystal Bridges Museum of American Art gift card worth five hundred dollars (\$500) redeemable at the following locations: The Tower Bar at the Momentary, The Momentary Shop, the Museum Store at Crystal Bridges, Eleven (the restaurant at Crystal Bridges), and ticketing for both the Momentary and Crystal Bridges.

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. 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 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.

11. **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 and social media handle for all purposes, including, but not limited to, press and social media communications, without further compensation to you.

12. **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 theMomentary.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.

13. 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.

14. **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.