



Artful Weekend in Louisville Online Sweepstakes Official Rules – 2020

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID IN ALASKA, HAWAII, PUERTO RICO AND WHERE PROHIBITED OR RESTRICTED BY LAW.

1. Eligibility: Contest is open to all legal residents of the 48 contiguous United States and the District of Columbia who are 18 years of age or older and have a valid email account at the time of entry. Employees of Louisville Tourism (“Sponsor”), employees of the following 21c Museum Hotels; KMAC; Stoneware & Co.; Speed Art Museum, their advertising and promotions agencies, and their immediate families (spouse and parents, children and siblings and their spouses) and individuals living in the same households of such employees are ineligible. Eligibility is contingent on agreement to, and compliance with, these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein. Contest subject to all applicable federal, state, and local laws and regulations. This Contest is offered in the United States only and shall only be construed and evaluated according to United States law. Do not enter this Contest if you are not located in the United States.

2. To Enter: Contest starts on December 20, 2019 at 8:00 AM Eastern Time (“EST”) and ends on January 20, 2020 at 11:59 PM EST (“Contest Period”). To enter the contest, visit <https://www.gotolouisville.com/artful-louisville> and complete the entry form with all requested information and submit such information to receive one (1) entry into the contest. All entries become property of Sponsor and will not be acknowledged or returned. Incomplete entries are not eligible. Individuals who do not follow all of the instructions, provide the required information in their registration, and/or abide by these Official Rules or other instructions of Sponsor may be disqualified. Entries must be received by January 20, 2020 at 11:59 PM EST. Sponsor’s computer is the official timekeeping device for this contest. No purchase necessary to participate.

No photocopied, mechanically, or electronically reproduced entries accepted. Any attempt by any person found to enter or in any way attempt to obtain more than the authorized number of entries will be found to be ineligible, and their entries will be disqualified. Any eligible individual participating in this contest shall be a “Participant.” Participation must be by the Participant. In the event of a dispute as to the identity of a Participant, the authorized account holder of the email account used to enter the contest will be deemed to be the Participant. Potential winners may be required to show proof of being the authorized email account holder. If the identity of the individual who actually participated in the contest cannot be resolved to Sponsor’s satisfaction, the affected individual’s entry will be deemed ineligible. Participants are required to provide truthful information and Sponsor will reject and delete any entry that it discovers to be false or fraudulent. Sponsor will disqualify any entry from individuals who do not meet the eligibility requirements.

3. Drawing: On or about January 20, 2020, a random drawing from all eligible entries received will be conducted by Sponsor. Winner will be notified by email and/or phone on or about 72 hours after the random drawing takes place. Odds of winning will depend on the total number of eligible entries received. Participants need not be present to win. All potential winners are subject to eligibility verification by Sponsor, whose decisions are final and binding. A PARTICIPANT IS NOT A WINNER OF ANY PRIZE, EVEN IF NOTIFIED OF BEING A WINNER, UNLESS AND UNTIL THE PARTICIPANT’S ELIGIBILITY HAS BEEN VERIFIED.



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4. Prize: One (1) Grand Prize to consist of:

- Two-night hotel accommodations at 21c Museum Hotel in the Asleep in the Cyclone Room – February 7 & 8, 2020 (valued at \$1500)
- Two (2) tickets for a private guided tour of *Picasso: From Antibes to Louisville* at KMAC Museum (valued at \$18)
- Two (2) tickets for tour & Paint Your Own Pottery to Stoneware & Co. (valued at \$60)
- Two (2) tickets to the Speed Art Museum (valued at \$36)
- Guided curator tour of the 21c Museum Hotel Art Galleries
- (1) \$50 Gift voucher to go shopping at the Louisville Visitor Center
- (1) \$50 Gift certificate to Proof at 21c Museum Hotel
- (1) \$50 Gift Certificate to Le Relais French Restaurant

There will be no substitutions if the winner is unable for any reason to attend the Events. If any of the Events are canceled or postponed for any reason, no tickets will be provided in lieu thereof, nor will Sponsor award an alternate prize or cash value of Event tickets. Event tickets are subject to certain terms and conditions as specified by issuer.

Approximate retail value (“ARV”) of Grand Prize \$1764 (USD). ARV is as of the date of printing these Official Rules. The difference in value of prize as stated herein and value at time of prize notification, if any, will not be awarded.

Prize must be accepted as awarded or prize will be forfeited and awarded to an alternate winner. Travel accommodations and other restrictions apply. Prize is valid for Event dates only. Dates cannot be extended or modified. Room nights and amenities must be used concurrently. Prize is not transferable or redeemable for cash. No change or credit will be given on any unused portion. Meals, valet parking, alcohol, gratuities and transportation are not included, unless specified. All costs and expenses associated with prize acceptance and use not specified herein as being provided, including but not limited to lodging, transportation costs, meals, gratuities and other expenses incurred by accepting the prize, are the sole responsibility of the winner. No prize substitutions, cash equivalent, or transfer of prizes permitted except at the sole discretion of the Sponsor. Sponsor reserves the right, at its sole discretion, to award a prize of greater or equal value if the advertised prize is unavailable.

5. To Claim Prize: Winner will be notified by phone and/or email and will be required to complete and sign an Affidavit of Eligibility and Liability Release and, where legal, a Publicity Release (collectively, the “Required Documentation”) within 3 business days upon receipt of paperwork. The Required Documentation will be mailed or emailed, based on the potential winner’s preference upon account validation. If a potential winner cannot be contacted using the information provided or fails to respond to Sponsor’s attempt to notify them of selection within two (2) days/48 hours; if any notification is returned as undeliverable or yields an error of undeliverable type “bounce back” email (regardless if the message is ultimately delivered to the recipient); if Sponsor is unable to verify potential winner’s eligibility; if potential winner fails to sign and return the Required Documentation within the required time period or fails to comply with these Official Rules; if any prize is returned undeliverable; if a potential winner is unable or unwilling to accept the prize as stated; or if the potential winner cannot be verified as eligible for any other reason, the potential winner is disqualified and an alternate winner will be selected by random drawing from among the eligible entries. In the event that a potential winner is disqualified for any reason, the next received and eligible entry received by Sponsor that is fully compliant with these Official



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Rules shall be deemed the winner, until the prize is awarded or until two (2) attempts have been made to award the prize and each attempt has failed. Sponsor will identify each potential winner and verify the potential winner's eligibility after the end of the Contest Period. If unable to verify eligibility, Sponsor will select an alternate potential winner within a reasonable time thereafter. If applicable, winner's guest must execute a Liability Release and, where legal, Publicity Release, prior to the issuance of travel documents. If a guest is under eighteen (18) years of age, a parent or a legal guardian must sign on behalf of such guest and accompany such minor guest.

6. Conditions: Payments of all federal, state, and local taxes are solely the responsibility of the winner. Winner will be required to sign an IRS Form W-9 with the winner's full social security number or the equivalent. Failure to submit a Form W-9 upon request will result in forfeiture of the prize. Winnings of \$600 or more will be reported to the IRS in the calendar year in which the prize is awarded.

By participating in the contest, winner agrees to have his/her name, voice, likeness, photograph, statements, opinions, biographical information and/or contest entry used in any advertising or broadcasting material, whether relating to this Contest or otherwise, in any media, worldwide, now known or hereinafter developed, in perpetuity, without additional notice, payment, or other compensation unless prohibited by law, and, where legal, to sign a publicity release confirming such consent prior to acceptance of the prize.

Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process, the operation of Sponsor's website, or otherwise in violation of the Official Rules. Sponsor further reserves the right to cancel, terminate or modify the Contest if it is not capable of completion as planned, including infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort. In such event, Sponsor reserves the right, but not the obligation, to award any applicable prize(s) from the entries submitted before the cancellation, suspension, or modification of the Contest. Any attempt to undermine the operation of the Contest may be a violation of criminal and civil law, and, should such attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law.

Sponsor reserves the right to make changes in the Official Rules, including the substitution of a prize of greater or equivalent value, which will become effective upon announcement. Failure to comply with the Official Rules may result in Participant's disqualification solely at the discretion of the Sponsor.

The Sponsor is not responsible for typographical or other errors in the administration of the Contest or in the announcement of a prize.

In the event a prize is mailed to a winner, it will be with the prior written consent of the winner and therefore, winner assumes the risk of its loss. Sponsor is not responsible for the safe arrival of a prize. Sponsor is not responsible if potential winner does not receive his/her prize because erroneous, expired, canceled, fraudulent, or fake information was provided during the Contest. Only the prize(s) set forth in these Official Rules will be awarded. If, through printing or production error, or for any other reason whatsoever, more prizes are claimed than intended and/or set forth in these Official Rules, Sponsor reserves the right to award only the stated number of prizes from all legitimate, unawarded, eligible prize claims.



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7. Indemnification; Limitation of Liability: NEITHER SPONSOR NOR THEIR SUBSIDIARIES AND AFFILIATED ENTITIES IS RESPONSIBLE FOR PRINTING OR TYPOGRAPHICAL ERRORS IN ANY CONTEST-RELATED MATERIALS OR TRANSACTIONS THAT ARE PROCESSED LATE OR INCORRECTLY OR ARE LOST DUE TO COMPUTER OR ELECTRONIC MALFUNCTION.

SPONSOR IS NOT RESPONSIBLE FOR LOST, STOLEN, MANGLED, MISDELIVERED, POSTAGE DUE, ILLEGIBLE, INCOMPLETE OR LATE ENTRIES, TELEPHONE SERVICE OUTAGES, DELAYS, BUSY SIGNALS, EQUIPMENT MALFUNCTIONS AND ANY OTHER TECHNOLOGICAL DIFFICULTIES THAT MAY PREVENT AN INDIVIDUAL FROM ENTERING OR CLAIMING A PRIZE. THIS CONTEST OFFER IS BEING MADE EXCLUSIVELY BY THE SPONSOR. SPONSOR IS NOT RESPONSIBLE FOR TECHNICAL, HARDWARE, SOFTWARE, OR TELEPHONE FAILURE OF ANY KIND, LOST OR UNAVAILABLE NETWORK CONNECTIONS OR FRAUD, INCOMPLETE, GARBLED, OR DELAYED COMPUTER TRANSMISSION WHETHER CAUSED BY SPONSOR, USER, OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE CONTEST, OR BY ANY TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE PROCESS OF SUBMISSIONS WHICH MAY LIMIT A PARTICIPANT'S ABILITY TO PARTICIPATE IN THIS CONTEST. NEITHER SPONSOR NOR THEIR SUBSIDIARIES AND AFFILIATED ENTITIES IS RESPONSIBLE FOR ANY DAMAGES OR INJURY INCURRED BY WINNER AND GUESTS AS A RESULT OF WINNING.

BY ENTERING, PARTICIPANTS AGREE TO RELEASE, HOLD HARMLESS, DEFEND AND INDEMNIFY EACH OF SPONSOR AND THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, AND ANY AND ALL OTHER COMPANIES ASSOCIATED WITH THIS CONTEST (COLLECTIVELY, THE "RELEASED PARTIES") AGAINST ANY AND ALL LIABILITY, DAMAGES, OR CAUSES OR ACTION (HOWEVER NAMED OR DESCRIBED), RELATED TO OR ARISING OUT OF (I) THE CONTEST, (II) PARTICIPANT'S PARTICIPATION IN THE CONTEST, AND (III) THE RECEIPT OR USE OR MISUSE OF THE PRIZE(S) AWARDED HEREIN AND REDEEMED THEREWITH. POSSIBLE CLAIMS OR CAUSES OF ACTION INCLUDE, BUT ARE NOT LIMITED TO, INFRINGEMENT OF ANY RIGHT OF PUBLICITY OR INTELLECTUAL PROPERTY; THREATENED OR ACTUAL INJURY, LOSS, OR DAMAGE TO ANY PERSON, INCLUDING DEATH AND DISABILITY; DEFAMATION OR PORTRAYAL IN A FALSE LIGHT (INTENTIONAL AND UNINTENTIONAL); AND DAMAGE TO OR LOSS OF PROPERTY, ARISING OUT OF SUCH PARTICIPANT'S PARTICIPATION IN THE CONTEST OR RECEIPT OR USE OR MISUSE OF ANY PRIZE. IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE FOR OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS CONTEST.

If for any reason a Participant's entry is confirmed to have been voided or corrupted by any grossly negligent act of the Sponsor, Participant's sole remedy is another entry in the Contest, subject to availability and provided that the Contest has not then expired.

8. Construction and Disputes: Participants waive any right to claim ambiguity in these Official Rules. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any participant and Sponsor in connection with the Contest, shall be resolved individually, without resort to any form of class



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action, and exclusively governed by, and construed in accordance with the laws of the State of Kentucky.

9. Privacy: By entering this Contest, each Participant agrees to Sponsor's manner of collection, use, retention, and disclosure of Participant's personal information submitted in connection with the Contest, including, without limitation, all names, addresses, emails, phone numbers, and birth dates obtained from or provided by Participants. Information collected is subject to Sponsor's privacy policy and any state or federal law. Sponsor's privacy policy can be found at <https://www.gotolouisville.com/about-us/legal/>.

10. Official Rules and Winner's List: Official Rules may be obtained by visiting Sponsor's website at <https://www.gotolouisville.com/chris-stapleton-promotion>

11. Disputes. As a condition of participating in this Contest, the Participant agrees that any and all disputes which cannot be resolved between the parties, and any and all causes of action arising out of or connected with this Contest, shall be resolved individually without resort to any form of class action, exclusively in the Commonwealth of Kentucky having competent jurisdiction, which Court shall apply the laws of the Commonwealth of Kentucky without regards for doctrines of conflicts of laws. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Contest), and participant further waives all rights to have damages multiplied or decreased.

12. Sponsor: Louisville Tourism, 401 West Main Street, Suite 2300, Louisville, KY 40202.