

The following promotion is intended for the 50 United States and D.C. only and will be construed and evaluated according to United States laws. Do not proceed if you are not a legal resident of the 50 United States or D.C., 18 years or older.

**ARTSWAVE 21C GETAWAY CONTEST
OFFICIAL RULES – NO PURCHASE NECESSARY
TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF
WINNING. OPEN TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND D.C., 18
YEARS OF AGE OR OLDER. VOID WHERE PROHIBITED.**

1. How to Enter: Method of entry #1) Between October 1st, 2024 to October 20th, 2024 (the “Promotion Period”), you may enter the ArtsWave 21C Getaway Contest (the “Promotion”) by obtaining the BLINK Insider In-App Guide and/or downloading the ArtsWave App for eligible donors as defined below. Incorrect and incomplete entries are void. All Submissions must be received by the end of the applicable Promotion Period to be eligible. Method of entry #2) No purchase necessary: During the “Promotion Period” Entrants may submit a handwritten request with their name, e-mail, address, and phone number in person during the hours of Monday through Friday, 9:00 AM ET and 5:00 PM ET at the Sponsor’s office which is located at 20 E. Central Parkway, Suite 200, Cincinnati, OH 45202. Incorrect and incomplete entries are void. The Sponsor is not responsible for failure to locate the above address correctly. Submissions will not be accepted after the Promotion Period.

2. Submission Requirements: Submissions for the Promotion must consist of obtaining the BLINK Insider Guide, through either purchase of the guide through the ArtsWave App or by being an ArtsWave Pass eligible donor and downloading the ArtsWave App (collectively, the “Submissions” and each, a “Submission”). Each Submission should meet the following requirements: Purchase amount, \$10 for non-ArtsWave donors and free for ArtsWave donors that are eligible for an ArtsWave Pass Benefit.

If you are selected as the prospective winner, you will be required to execute and return releases and additional documentation supplied by Sponsor in accordance with Sponsor’s instructions or such prospective winner will be disqualified. Incomplete and/or late Submissions will also be disqualified. Completed Submissions that are created and received within the guidelines contained in these Official Rules shall be referred to herein as “Eligible Entries”. Submissions that are illegible/corrupted/garbled or incomplete entry forms will not be accepted. Sponsor reserves the right to reject any Submissions that it deems, in its sole discretion, to violate any of the policies of Sponsor’s customary standards and practices.

There can be only one Submission per eligible person during the Promotion Period. In addition to complying with the above, the Submission must not include: (a) content that violates any third-party rights, including, but not limited to, copyrights or trademark rights (Submission should not refer to or depict products by brand name); (b) defamatory language; (c) threatening language; (d) language that is sexually explicit, obscene, or indecent; (e) language or content that promotes alcohol, tobacco, or drug use or any illegal activity; (f) any language or content that is disparaging to any of the Promotion Entities; or (g) any other language or content that Sponsor determines is not reasonably related to the Promotion.

3. Representations and Warranties: By making a Submission, you represent and warrant that: (a) you have permission to download and purchase the Submission; (b) you own all rights to the Submission and have obtained any necessary third-party clearances; (c) the Submission complies with all requirements of these Official Rules; and (d) you understand that other Entrants may submit original Submissions that are substantially similar to yours in content and that you shall not have any claim against Sponsor arising out of any such similarity.

4. Eligibility: This Promotion is open only to legal residents of the 50 United States and D.C. who are 18 years of age or older and legal age of majority in applicable jurisdiction as of the Promotion start date. Employees and members of their households and immediate families (spouses, parents, siblings, children and each of their respective spouses) of the Promotion Entities (as defined below) and their respective parent companies, subsidiaries, and affiliates, and their advertising and promotion agencies and all local sponsors are not eligible.

5. Privacy: Except where prohibited, participation in the Promotion constitutes your consent to Sponsor's use of your name, likeness, entry, and state of residence for promotional purposes in any media without further payment or consideration.

6. Limitations of Liability: Cincinnati Institute of Fine Arts, d/b/a Arts Wave ("Sponsor") and other participating sponsors (collectively with Sponsor, the "Promotion Entities") their respective affiliates, subsidiaries, parent, advertising and promotion agencies, and their respective officers, directors, shareholders, employees and agents, and any and all Internet servers and access provider(s) are not responsible for: any incorrect or inaccurate entry information; human error; theft, tampering, destruction, or unauthorized access to, or alteration of entries; transactions that are processed late or incorrectly or are incomplete or lost; printing or human or other errors; and any entries which are late, lost, incomplete, misdirected, stolen, or any combination thereof. By entering, you agree to release, discharge, indemnify and hold harmless the Promotion Entities and their respective parent companies, subsidiaries, their respective representatives and agents, advertising and promotion agencies, promotion partners and prize suppliers, and all of their respective affiliated companies, employees, officers, directors and shareholders, from and against all claims and damages or liability arising in connection with your participation and/or entry in the Promotion and/or your receipt or use of any prize awarded in this Promotion or due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in any Promotion-related activity or participation in this Promotion. Except where prohibited by law, the prize winner's entry and acceptance of the prize constitutes permission for the Promotion Entities to use said winner's names, photographs, likenesses, statements, biographical information, voices, and city and state addresses on a worldwide basis, and in all forms of media, in perpetuity, without further compensation. If by reason of a printing or other error, more prizes are claimed than the number set forth in these rules, all persons making purportedly valid claims will be included in a random drawing to award the advertised number of prizes available in the prize category in question. No more than the advertised number of prizes will be awarded.

7. How Winner will be Determined: After the Promotion Period, a random drawing of all eligible submissions will take place by assigning each Submission a distinct number and then using the online platform numbergenerator.org to randomly pick a number.

Notwithstanding any other provision of these Official Rules, if at any time during any Promotion Period, or at any time thereafter, the Sponsor determines that no eligible entrants exist from which to determine a Prize Winner, then Sponsor may in its sole and exclusive discretion determine that no eligible contestants exist, and then may either suspend or terminate the Promotion or modify it (or any parts thereof) in any equitable manner that Sponsor deems appropriate in its sole and exclusive discretion, including, without limitation, by not awarding any one or more of the prizes set forth in these Official Rules.

8. Prize Conditions: The Prize Winners will be notified by email or telephone on or around the week after the “Promotion Period” is ended, to be determined by Sponsor. The Prize Winner(s) may be required to sign an affidavit of eligibility and release of liability and publicity (where permitted), and return same, properly executed, within five (5) days of issuance of prize notification. If Sponsor is unable to contact a prize winner within three (3) days from first notification attempt, if a Prize Winner fails to complete and return all requested forms by the specified date, or if a Prize Winner fails to comply with any of the requirements, his/her prize will be forfeited and an alternate prospective winner shall be selected by selecting another Submission that is not already receiving a prize.

9. Conditions of Entry: Entry materials that have been tampered with or altered are void. If in the Sponsor’s opinion there is any suspected or actual evidence of tampering with any portion of the Promotion, or if unauthorized intervention, fraud, or technical difficulties or failures compromise or corrupt or affect the administration, integrity, security, fairness, or proper conduct of the Promotion, the Sponsor reserves the right at its sole discretion to disqualify any individual who tampers with the entry process and void any entries submitted fraudulently, to modify, suspend, or terminate the Promotion, or to conduct a random drawing to award the prizes using all eligible, non-suspect entries received as of the termination date. CAUTION: ANY ATTEMPT BY YOU TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY’S FEES) FROM YOU TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

10. Ownership of Submissions: By submitting a Submission, you acknowledge and agree that: (a) Sponsor is the sole and exclusive owner, in perpetuity and throughout the world, of all right, title, and interest in and to your Submission, including, without limitation, all copyright, trademark, and other proprietary rights in and to the Submission (and all renewals and extensions thereof now or hereafter provided by law) and all the rights therein and thereto; (b) ownership of the Submission shall inure to the benefit of Sponsor from the date of conception, of creation, or of fixation in a tangible medium of expression (whichever occurs first), of such Submission; (c) your Submission is a “work made for hire” (as that term is used in the United States Copyright Act of 1976, as amended); (d) to the extent that your Submission is not a work made for hire, you hereby assign to Sponsor all right, title, and interest in and to the Submission and all copies thereof that you may have or obtain without any further consideration, free from any claim, lien, balance due, or rights of retention thereto, on your part; (e) you waive all claims to any and all moral rights in the Submission including, without limitation, your right of attribution and integrity; and (f) Sponsor may exploit the Submission (and all rights therein) in any manner throughout the world without restriction of any kind, or payment to, or consent from, anyone. Sponsor reserves the right to modify or edit the winning Submission for content including all copyrights and trademarks, and Promotion Entities or their assigned agent(s) will have

the right to reproduce, publish, adapt, modify and/or revise the Submission, in its sole discretion, in any manner or form throughout the world, in perpetuity. Sponsor will own all rights to the winning Submission.

11. Prizes:

Each Prize Winner will receive 2 nights at the hotel 21c, \$100 Metropole gift card, and 2 theater tickets. Approximate retail value (“ARV”) of the Prize: \$1,360.

The specifics of all aforementioned elements of the prizes in the Promotion shall be solely determined by Sponsor. All costs, taxes, fees, and expenses associated with any element of the prizes not specifically addressed above are the sole responsibility of the prize winner. All federal, state and local taxes on the prizes are the prize winner’s responsibility. Prize Winners will be issued a 1099 tax form for the actual value of the Prize.

Prizes cannot be transferred, substituted, or redeemed for cash except at Sponsor’s sole discretion. Sponsor reserves the right to substitute the prizes, or portions thereof, with a prize of equal or greater value.

12. Disputes/Governing Law: All issues and questions concerning the construction, validity, interpretation and enforceability of these rules, or the rights and obligations of any entrant or the Promotion Entities in connection with the Promotion, shall be governed by and construed in accordance with the laws of the State of Ohio without giving effect to any choice of law or conflict of law rules or provisions which would cause the application or the laws of any jurisdiction other than the State of Ohio. Any action or litigation concerning this Agreement shall take place exclusively in the federal or state courts sitting in Hamilton County, Ohio, and you expressly consent to the jurisdiction of and venue in such courts and waive all defenses of lack of jurisdiction and inconvenient forum with respect to such courts. Any and all disputes, claims, and causes of action arising out of or in connection with this Promotion, shall be resolved individually, without resort to any form of class action. You agree to service of process by mail or other method acceptable under the laws of the State of Ohio. ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS PROMOTION. YOU HEREBY WAIVE ANY RIGHTS OR CLAIMS TO ATTORNEY’S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT, IDENTIFIABLE PERSONS, OR THIRD PARTY PARTICIPANTS, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

13. Winner List: Beginning on or about October 27, 2024 you may obtain the name of the Prize Winners by going to artswave.org/contest.

14. Sponsor: Cincinnati Institute of Fine Arts, d/b/a ArtsWave, 20 E. Central Parkway, Suite 200, Cincinnati, OH 45202.