

DON'T BE AFRAID OF THE DARK PHOTO CONTEST (THE "CONTEST")

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPACT YOUR OPPORTUNITY TO WIN. VOID WHERE PROHIBITED BY LAW.

The object of the Contest is to submit an original photo (the "Submission"), which will be judged by selected members chosen by City of Grass Valley, City of Nevada City, County of Nevada, and Nevada County Arts Council (the "Judges") to select the highest scoring Submissions in accordance with these Official Rules and based upon criteria set forth in the Judging section below to determine the finalists.

ELIGIBILITY: The Contest is open only to legal residents of the United States, including its commonwealths, territories, and possessions (the "Eligible Territory"). Employees, officers, and directors of Nevada County Arts Council ("Sponsor"), City of Grass Valley, City of Nevada City, County of Nevada ("Administrators"), and each of its affiliates, distributors, suppliers, printers, retailers, licensees, advertisers, and promotional agencies, and any other entity associated with the Contest (collectively, the "Sponsor Parties"), and members of their immediate family or persons living in the same household, are not eligible to participate or win a prize. The Contest is subject to all applicable laws, rules, and regulations. Void outside the Eligible Territory and where prohibited or restricted by law, rule, or regulation.

ENTRY PERIOD: The Contest entry period begins at 12 a.m. Pacific Time ("PT") on April 22, 2024 and ends at 11 p.m. PT on June 17, 2024 ("Entry Period").

HOW TO ENTER: You may enter the Contest via online entry form. No other method of entry will be accepted. Limit three (3) entries per person/email address. Additional entries beyond the specified limit will be void. To enter online, go to <https://www.nevadacountyarts.org/darkskies> to access the online entry form and upload your photographs for the Contest. Entrants must fully complete and submit all non-optional data requested on the entry form and their Submission in accordance with the Submission Requirements and Content Restrictions set forth below to be eligible. Incomplete and/or inaccurate entries are void. All information submitted online by entrants is subject to, and will be treated in a manner consistent with, Sponsor's Privacy Policy (accessible at <https://www.nevadacountyarts.org/darkskies>). By successfully transmitting a completed online entry form during the Entry Period, you will be entered in the Contest as a "Participant." All online entries must include a valid email address for Participant. Participants may be given the option to receive commercial email and/or mobile text messages and updates from Sponsor; however, eligibility to participate in the Contest is not dependent upon Participant's consent to receive such emails and/or mobile text messages and updates and consenting to receive such emails and/or mobile text messages and updates will not impact any Participant's opportunity to win. Standard messaging rates apply to mobile text messages and updates.

Entries generated by a script, macro, or other mechanical or automated means will be disqualified. In the event of dispute as to the identity or eligibility of any potential winner based on email address, the winning entry will be declared made by the Authorized Account Holder of the email address submitted at the time of entry, provided he/she is eligible according to these Official Rules. The "Authorized Account Holder" is the natural person to whom the applicable ISP or other organization (such as a business or educational institution) has assigned the submitted email address for the domain associated with such email address.

Submission Requirements: You must submit your Submission as directed during the Contest entry process. By submitting a Submission, each Participant represents and warrants that his/her Submission is an original work of authorship and that, as of the date of submission, he/she owns all right, title, and interest in the Submission or has all necessary rights in the Submission in order to submit it in accordance with these Official Rules.

JUDGING: On or about June 24-July 5, 2024 (the "Judging Date"), the Judges will score all eligible Submissions based on the categories of submission. The highest judged Submissions as determined by the Judges will be deemed finalists and, subject to verification of eligibility and compliance with these Official Rules, the eligible Participants will be judged by the community for voting on a Peoples' Choice Award. Participants who submitted the winning Submissions will be declared the official winners of the Contest. In the event of a tie, official judges will be used to determine the tiebreaker. Decisions by the Judges shall be final and binding in all respects.

PRIZE: 10 prizes will be awarded. Winning photographs in each category will be digitally displayed in City and / or County offices and in an online gallery at www.nevadacountyarts.org/darkskies. Sponsor reserves the right to substitute any prize (or any portion thereof) with a prize of comparable or greater value at its sole and absolute discretion.

PRIZE CONDITIONS: All prize details shall be determined by Sponsor in its sole and absolute discretion. Each winner is fully responsible for any and all applicable taxes (including income and withholding taxes). All costs and expenses associated with prize acceptance and use which are not specifically included in the prize description above, including, but not limited to, transportation, lodging, meals, gratuities, insurance, and other expenses, are the sole responsibility of the winner. The prize is non-transferable and non-assignable, with no cash redemptions except at Sponsor's sole and absolute discretion.

CONSENT, LICENSE, AND RELEASE: In exchange for the opportunity to participate in the Contest, and the possible use of Participant's Submission, the receipt of which opportunities shall be sufficient consideration for this Consent, License, and Release, each Participant does hereby:

Consent to the collection by Sponsor (or its designees) of his/her personal information, including, without limitation, name, age, address, telephone number(s), and email address(es) (the "Personal Information") in connection with the Submission; grant to Sponsor and each of its designees unlimited right and license to use, edit, modify, duplicate, and/or create derivative

works from his/her Submission via any media without limitation and without notice or payment of any compensation to Participant, except where prohibited by law, including, but not limited to, the right for Sponsor to publish, display, broadcast, distribute, reproduce, perform, and otherwise use and exploit the Submission via the Internet or any other interactive media, on television, and in print in connection with the promotion and administration of the "Contest"; agree that the foregoing license includes, without limitation, the right (i) to use his/her name (and any other Personal Information that may be incorporated into the Submission), likeness, image, voice, statements, appearance, and performance as embodied in the Submission in whole or in part, for advertising, promotional, and trade purposes in any and all media in connection with the promotion and administration of the "Contest" without notice or payment of any compensation, except where prohibited by law; and (ii) to assign and/or license others to use the Submission for all of the purposes hereunder; acknowledge and agree, with respect to the Personal Information, that Sponsor shall have the right, subject to applicable law, to (i) incorporate certain of the Personal Information into the Submission and use such Personal Information as incorporated therein; (ii) analyze and use the Personal Information for any and all purposes, including, without limitation, sending Participant advertising and promotional materials and for any other advertising, marketing, and promotional purposes in connection with the promotion and administration of the "Contest"; and (iii) to share the Personal Information with Sponsors for their advertising, marketing, and promotional purposes; acknowledge that Participant shall have no right of approval of any use of the Submission and the Personal Information as permitted hereunder; agree that Participant shall use any copy of the Submission that he/she obtains solely for his/her personal, non-public, and non-commercial use; and indemnify, hold harmless and fully release the Sponsor Parties and each of their respective shareholders, partners, members, directors, officers, employees, agents, and representatives from any and all claims, demands, losses, promises, causes of action, and/or liabilities for any injury, damage, or loss of any kind caused, directly or indirectly, in whole or in part, by participation in, or preparation for, the Contest, Contest-related activity, Participant's Submission, or resulting from the acceptance, possession, or use of the prize (or any portion thereof, including any travel or activity related thereto), including, but not limited to, claims of copyright or trademark infringement, false endorsement, libel, slander, defamation, or infringement of rights of publicity or privacy. Nothing herein will obligate Sponsor to make any use of any of the rights set forth herein. In the event that any individual appears with Participant in the Submission but does not submit a separate Consent, License, and Release, Participant hereby represents and warrants (a) that such individual has authorized Participant to agree to the Consent, License, and Release on his/her behalf (or, with respect to any individual under the legal age of majority in his/her jurisdiction of residence, that Participant is the parent and/or legal guardian of such individual, with legal authority to act on behalf of such individual) and (b) that Participant agrees to the Consent, License, and Release on behalf of such individual.

CONTENT RESTRICTIONS: Participants must not include any of the following in any Submission: (a) vulgarity, profanity, nudity, or material which is adult-oriented, sexually-explicit, indecent, or inappropriate; (b) explicit language or content, images of violence, or promotion of illegal activities; (c) materials relating to lotteries or gambling; (d) content in violation of intellectual property rights or laws; (e) false, libelous, defamatory, disparaging, tortious, or

slandering materials; (f) content that denigrates, disparages, or reflects negatively on the Sponsor Parties, their owners, or employees; (g) dangerous stunts or real weapons of any kind, including, but not limited to, guns, knives, or projectiles; (h) material that promotes bigotry, racism, hatred, or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, age, or any other basis protected by law, ordinance, or regulation; (i) any individual under legal age of majority without providing a signed release from his/her parent or legal guardian; (j) audio, visual, and/or multimedia content owned by any third party (e.g., recorded music, pre-produced video, etc.); and (k) material that is unlawful or otherwise in violation of or contrary to the laws or regulations in any jurisdiction where the Submission is created, including, but not limited to, laws relating to rights of privacy or publicity. Any Submission that does not comply with the foregoing, in the sole discretion of Sponsor, will be disqualified and eliminated from consideration.

NOTIFICATION: Each potential winner will be notified at the email address, postal address, and/or telephone number (as determined by Sponsor) provided at the time of entry (the "Prize Notification"). In the event that any potential winner does not respond to the Prize Notification within three (3) days or declines the prize for any reason, a disqualification will result, the prize will be forfeited and, at Sponsor's sole discretion and time permitting, an alternate potential winner may be selected from among all remaining eligible Submissions based on the judging criteria. Each potential winner may be required to submit his/her valid social security number and/or other identification to Sponsor and may receive an IRS Form 1099 for any prize valued at \$600 or greater. Each potential winner may be required to execute, have notarized, and return an Affidavit of Eligibility and Release of Liability and, unless prohibited by law, a Release of Publicity, within five (5) days of the date of issuance. Failure to submit any identification required by Sponsor or to return any required documents within five (5) days of request therefore, noncompliance with these Official Rules, or the return of the Prize Notification or of the prize (or any portion thereof) as non-deliverable may result in the potential winner's disqualification and prize forfeiture and, at Sponsor's sole discretion and time permitting, may cause an alternate potential winner to be selected from among all remaining eligible Submissions based on the judging criteria.

CONTEST ADMINISTRATION: Sponsor will be responsible for resolving any disputes and rules violations that arise in connection with the Contest. All decisions by Sponsor regarding the Contest shall be final and binding in all respects.

GENERAL CONDITIONS: By participating in the Contest, each Participant (a) agrees to be bound by these Official Rules, including all entry requirements, and (b) gives his/her express permission to be contacted by Sponsor by telephone, email, and/or postal mail for Contest purposes. The Sponsor Parties are not responsible for late, incomplete, incorrect, misdirected, lost, delayed, undelivered, damaged, scrambled, or garbled entries, transmissions, email, or mail; a Participant's failure to receive prize notices due to Participant's spam, junk e-mail, or other security settings or for Participant's provision of incorrect or otherwise non-functioning contact information; technical, hardware, or software malfunctions, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled, or delayed electronic

communications, whether caused by the sender or by any of the equipment or programming associated with or used in the Contest; printing, typographical, or other errors appearing within these Official Rules, in any Contest-related advertisements, or other materials; or any other errors, problems, or difficulties of any kind, whether human, mechanical, electronic, or other, relating to the Contest. The Sponsor Parties are also not responsible for any incorrect or inaccurate information, whether caused by website users (e.g., hacking) or by any equipment or programming associated with or utilized in the Contest. The Sponsor Parties are also not responsible for injury or damage to Participant's or to any other person's computer and/or wireless device related to or resulting from participating in the Contest or downloading materials from or use of the Contest website. Persons who tamper with or abuse any aspect of the Contest or website; attempt to undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices; intend to annoy, abuse, threaten, or harass any other Participant or any representative of Sponsor; or who are in violation of these Official Rules or any applicable laws, as determined by Sponsor in its sole and absolute discretion, will be disqualified and all associated entries will be void. Any attempt to undermine the legitimate operation of the Contest may be a violation of criminal and civil laws and Sponsor reserves the right to seek damages (including attorneys' fees) and other remedies from any person(s) responsible for the attempt to the fullest extent permitted by law. The Sponsor Parties (a) make no warranty, guaranty, or representation of any kind concerning any prize (or any portion thereof) and (b) disclaim any implied warranty. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Sponsor reserves the right, in its sole discretion, to modify, suspend, extend, or cancel the Contest (or any portion thereof) in the event Sponsor is prevented from executing the Contest as contemplated herein by any event beyond Sponsor's control, including, but not limited, to: fire; flood; earthquake; explosion; public health epidemic or crisis; labor dispute or strike; act of God or public enemy; network or equipment failure; riot or civil disturbance; terrorist threat or activity; war (declared or undeclared); court order; or federal, state, or local government law, order, or regulation. Sponsor also reserves the right, in its sole discretion, to modify, suspend, extend, or cancel the Contest (or any portion thereof) should virus, bugs, unauthorized human intervention, or other causes or events corrupt the administration, security, fairness, integrity, or proper operation of the Contest. In the event of cancellation, Sponsor may elect to identify the winners and award the prizes by judging all non-suspect, eligible entries received up to the time of cancellation. Sponsor also reserves the right, in its sole discretion, to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Contest.

ARBITRATION; CLASS ACTION WAIVER: As a condition of entering this Contest, each Participant agrees that (a) any and all disputes, claims, controversies, or causes of action arising out of or relating to this Contest or any prizes awarded (each, a "Claim") shall be (i) arbitrated on an individual basis only and shall not be consolidated or joined with or in any arbitration or other proceeding involving a Claim of any other party and (ii) settled by binding arbitration in Nevada City, California before a single arbitrator appointed by JAMS in accordance with its then governing rules and procedures, and judgment on the award rendered by the

arbitrator may be entered by any court having jurisdiction thereof; and (b) under no circumstance will Participant be permitted to obtain awards for, and Participant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses, except where prohibited by law. These Official Rules shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any conflict of laws provisions thereof.

WINNER LIST: For the winners' names, mail a request and a self-addressed stamped envelope to be received no later than ninety (90) days after the Judging Date to: Winner List, c/o Nevada County Arts Council, 100 N. Pine St., Ste. C, Nevada City, CA 95959.

OFFICIAL RULES: For a copy of these Official Rules, mail a request and a self-addressed stamped envelope to be received no later than ninety (90) days after the Judging Date to: Official Rules, c/o Nevada County Arts Council, 100 N. Pine St., Ste. C, Nevada City, CA 95959.

SPONSOR: The Sponsor of the Contest is Nevada County Arts Council, 100 N. Pine St., Ste. C, Nevada City, CA 95959.

ADMINISTRATOR: The Administrator of the Sweepstakes is Nevada County Arts Council.

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