

OFFICIAL RULES

HEARD MUSEUM VIRTUAL HOOP DANCE CONTEST

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS CONTEST IS NOT OPEN TO THE GENERAL PUBLIC. TO ENTER OR WIN, YOU MUST BE AN ELIGIBLE ENTRANT (EACH AS DEFINED BELOW).

Due to health and safety concerns related to the global COVID-19 pandemic, and in particular being mindful of the disproportionate impact COVID-19 is having in many Indigenous communities, the annual *World Championship Hoop Dance Contest* will not take place in 2021. Instead, a contest will be hosted online as an exclusively virtual event in 2021. The virtual contest will be organized by age division and cash prizes will be awarded; however, given the unusual nature of this event, a new World Champion will not be named until the event can return to an in-person format. It is our sincere hope that an in-person event will be possible again in 2022.

The *Heard Museum Virtual Hoop Dance Contest* (this “Contest”) will be presented as an online program on Saturday, February 13, 2021. In order to compete, Eligible Entrants must register online no later than January 11, 2021. Video submissions must be received no later than January 18, 2021 (See Section V for details on submitting your Video).

Participation in this Contest constitutes Eligible Entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Heard Museum, 2301 N Central Ave, Phoenix, AZ 85004 (“Sponsor” or “Heard Museum”), which are final and binding in all aspects of this Contest. These Official Rules must be adhered to in order to be eligible to participate and win cash awards. These Official Rules have been developed with input from the following Sponsor staff and advisors:

Advisors:

Dennis Bowen, Sr.
Steve LaRance
Sue Pappas
Moontee Siquah
Ginger Sykes Torres

Staff:

Megan Coleman
Dan Hagerty
Marcus Monenerkit
Samantha Toledo

I. THE CONTEST PROGRAM

Eligible Entrants will be required to submit a Video, in accordance with the rules outlined in Section V, in order to enter the Contest. This Awards Program will be premiered on Saturday, February 13, 2021 via the Heard Museum’s Facebook and YouTube channels (time of program to be announced). Cash prizes will be awarded to the 3 top scoring competitors in each age division as outlined in Section III: Youth, Teen, Adult and Senior. Video submissions for Tiny Tots are also welcomed. Tiny Tots will not be judged competitively and entrants in this category are not eligible for cash prizes.

All Eligible Entrant Video submissions will be made available on the Heard Museum’s YouTube channel one week prior to the event for public voting by eligible voters on a “Viewer’s Choice” award presented to one Eligible Entrant in each age division.

To be mindful of program length, the Heard Museum cannot guarantee that all Eligible Entrant Videos will be included or shown (in full or in part) in the Awards Program that premieres on Saturday, February 13, 2021.

II. ORDER OF EVENTS

- Online registration will open to Eligible Entrants starting at 2:00 pm Mountain Standard Time (“MST”) on December 18, 2020 at heard.org/hoop (the “Contest Website”) and ending at 11:59 pm MST on January 11, 2021. Sponsor’s computer shall be the official time-keeping device for the Contest.

- All Eligible Entrants must complete all required fields of the Registration Form on the Contest Website in order to be eligible to enter the Contest. This includes providing verification of Tribal enrollment (see Section VI for details on eligibility).
- **Registration Forms for Eligible Entrants who are under thirteen (13) years old MUST be completed and submitted by a parent or guardian. Once submitted, Heard Museum staff will verify by phone (using the phone number provided on the Registration Form) that the Eligible Entrant's registration was completed and submitted by the Eligible Entrant's parent or guardian. Failure to comply with this requirement will result in the Registration Form being rejected.**
- **Registration Forms for Eligible Entrants who are between thirteen (13) and eighteen (18) years of age (or the age of majority in their jurisdiction, whichever is higher) MUST also be countersigned by such Eligible Entrant's parent or guardian to verify the parent's or guardian's consent. Failure to comply with this requirement will result in the Registration Form being rejected.**
- Within three (3) business days of completing the Registration Form, Eligible Entrant will receive an email confirming verification of Eligible Entrant's eligibility or requests for further information or clarification if necessary.
- Once verified, Eligible Entrant will receive an email at the email address provided on the Registration Form with further details on how to submit Eligible Entrant's Video. If Eligible Entrant has limited ability to upload Video files, the Heard Museum will do its best to assist. Eligible Entrant may contact the Heard Museum by email with questions or requests for assistance by emailing hoopdance@heard.org.
- **ALL ELIGIBLE ENTRANTS MUST UPLOAD VIDEOS ACCORDING TO THESE OFFICIAL RULES FOLLOWING VERIFICATION NO LATER THAN 11:59 PM MST ON JANUARY 18, 2021 IN ORDER TO BE ELIGIBLE FOR THIS CONTEST.**
- A panel of three judges will score each Eligible Entrant Video based on the criteria outlined in Section IV below.
- On or around February 6, 2021, all Video entries will be made available on the Heard Museum's YouTube channel for public screening prior to the online event, and for voting by eligible voters on "Viewer's Choice" awards.
- The Contest virtual awards program (the "Awards Program") will premiere on Saturday, February 13, 2021 (time of premiere to be announced). The Awards Program will be streamed free-of-charge through the Heard Museum's Facebook and YouTube channels.
- During the Awards Program, the top three (3) winners of each competitive age division will be presented. Winners will not be announced prior to the Awards Program. A "Viewer's Choice" will be awarded in each age division, to be determined by online public voting by eligible voters.

III. AGE DIVISIONS & PRIZES

Non-Competitive Division:

Tiny Tots Division (0-5 years):

Tiny Tots will be celebrated in a special, demonstration-only (non-competitive) category, with all Eligible Entrants featured in a "group dance" (to be edited based on Video submissions). Parents or guardians of Eligible Entrant Tiny Tot dancers may register and submit a Video according to the rules outlined in Section V below. Video submissions in this category may include parents or guardians, or multiple family members, of the Eligible Entrant in the same Video.

Competitive Divisions: Only ONE Video submission per Eligible Entrant. See Section V for important details about Video submissions:

Youth Division (6-12 years): 3 minute maximum Video time limit.

1st place: \$350

2nd place: \$200

3rd place: \$150

Viewer's Choice: \$250

Teen Division (13-17 years): 3 minute maximum Video time limit.

1st place: \$750

2nd place: \$500

3rd place: \$350

Viewer's Choice: \$250

Adult Division (18-39 years): 5 minute maximum Video time limit.

1st place: \$2,500

2nd place: \$1,500

3rd place: \$1,000

Viewer's Choice: \$250

Senior Division (40+ years): 5 minute maximum Video time limit.

1st place: \$1,500

2nd place: \$1,000

3rd place: \$500

Viewer's Choice: \$250

- “Viewer’s Choice” winners will be determined by online public voting by eligible voters via the Heard Museum’s YouTube channel. Voting will begin approximately on February 6, 2021, and will conclude on Wednesday, February 10, 2021 (the “Voting Phase”). During the Voting Phase, individuals of the general public will be given the opportunity to vote for their favorite Videos posted on the Heard Museum’s YouTube channel by clicking the “Like” button near the Video. Limit one (1) vote per person per calendar day. If more than one (1) vote is received per person per calendar day, only the first such vote received that day will be deemed valid based on Sponsor’s computer. You must be at least thirteen (13) years of age to vote on any Video. The Eligible Entrant in each age division who receives the most votes during the Voting Phase will be declared the “Viewer’s Choice.” In the event of a voting tie, the award will be shared equally between the tied winners. All Eligible Entrants that submit a Video are entitled to participate in the Viewer’s Choice prize, including the Eligible Entrants who place in the top three of the judged competition.
- The top 3 potential winners for each division based on total points awarded by the judges and the “Viewer’s Choice” potential winner from each division will be notified by email or by telephone and will be required to execute and return an affidavit or declaration of eligibility/liability release and, where lawful, a publicity release (collectively, the “Affidavit/Release”) within fourteen (14) days of date of issuance. Each winner is fully responsible for any and all applicable federal, state, provincial and local taxes associated with the cash prize. Each winner understands that the Sponsor or its respective agents may advise the applicable governmental agency (including United States Internal Revenue Service) of the value of the cash prize awarded in the form of an IRS Form 1099, or otherwise. Eligible Entrant understands that prior to being entitled to receive any cash prize, and prior to receiving any cash prize, Eligible Entrant may be required to first provide Sponsor with all of Eligible Entrant’s applicable taxpayer identification information and other required and reasonably requested tax and tax-related documentation (e.g., IRS Form W-9, government-issued photo identification, etc.). If the winner does not have a SSN or equivalent and therefore cannot provide one on the Affidavit/Release and does not submit a complete and correct Form W-9, where required, the Sponsor will have the right, if required by

applicable law, to withhold federal income tax according to applicable federal tax law and submit that withheld amount to the applicable government agency on the winner's behalf, and the winner will receive a cash prize that is net of the federal income tax withheld. If such potential winner declines in writing to accept a cash prize, such required information or documents are not returned within the specified time period, cash prize or cash prize notification is returned as undeliverable, the Sponsor is unable to contact a potential winner within a reasonable time period, or a potential winner is not otherwise in compliance with these Official Rules, the cash prize will be forfeited and, at the Sponsor's sole discretion and time permitting, Sponsor may select the first runner-up finisher based on total points from the judges' scores.

- All costs and expenses associated with cash prize acceptance and use not specified herein are the sole responsibility of the applicable winner. Prizes are non-transferable and non-assignable and will be provided only to the winner, with no substitutions except at the Sponsor's sole discretion. There will be no substitutions for any cash prize except by the Sponsor who reserves the right to substitute a cash prize with one of comparable or greater value at its sole discretion. No interest will be paid on any cash prize. Other restrictions may apply.
- The rankings of all Eligible Entrant Videos and a list of potential winners will be made available to the public on the Contest Website within three (3) days following the Awards Program.
- Any grievances or disputes regarding winners must be addressed no later than 5:00 pm MST on February 15, 2020. Any complaints must be registered with a \$100 administrative fee in order to be considered. Complaints must be filed via email to Daniel Hagerty, dhagerty@heard.org who will forward all information received to the judges and staff. Concerns or complaints will be reviewed and addressed with all concerned parties within 72 hours of receipt. Should a grievance be filed that may address the outcome of the Contest, cash prizes for the concerned parties will be withheld until the complaint has been addressed.

IV. JUDGING PROCESS & SCORING

Three qualified judges will evaluate the Eligible Entrant Videos. The list of judges will be announced prior to the deadline for entry. All judges will screen each Video submission and will provide a score for each, based on the five judging categories set forth below. Judges will be required to submit their completed score sheets to the Heard Museum for record-keeping purposes; however, Eligible Entrants are not allowed to view any judge's score sheets.

Within each of the five judging categories, scoring will be based on a ten point scoring system. **One** is the lowest score given and **Ten** is the highest possible score that can be awarded by a judge in a particular category. The maximum possible score from each judge is 50, and the total maximum possible combined score from all three judges is 150. All Eligible Entrant Videos will be viewed by judges in random order regardless of date of Video submission, and all Videos will be scored prior to February 6, 2021 when public voting for the Viewer's Choice award begins.

When performing, all Eligible Entrants should remember that Hoop Dance is a celebration of talent and tradition. The Contest judges hope that Eligible Entrant will consider their routines from this perspective. Dancers are encouraged to give careful thought – in attire, personal style, and performance – to the traditions and values represented by the Hoop Dance. Incorporating contemporary movements that are often “crowd pleasers” (such as moonwalking or motioning to the crowd for applause) are not prohibited; however, they are discouraged. Incorporating non-traditional styles and movements will not add points. Judging criteria is based on specific, tradition-based movements, and Eligible Entrants should pay close attention to the five categories below.

Following are the five categories from which Eligible Entrants will be evaluated:

1. Precision: 10 points maximum, per judge

- a) Each Eligible Entrant must pass through each hoop they bring into the arena at least one time.

- b) Hoops should not unintentionally fall to the ground.
- c) Once a design is complete, it should not fall apart.
- d) Eligible Entrant must catch hoops when they are thrown in the air or spun.

2. Timing/Rhythm: 10 points maximum, per judge

- a) This is a Hoop “Dancing” Contest. Feet should continuously keep time to the drum.
- b) Eligible Entrant’s movement is essential.
- c) Bells, tinklers or deer hooves help the judges assess Eligible Entrant’s rhythm and, therefore, are required.
- d) Transitions between movements should be smooth.

3. Showmanship: 10 points maximum, per judge

- a) Presentation should be directed to audience.
- b) Degree of difficulty will be taken into account.
- c) If routine is finished and music continues, dancers should dance to the end of song.

4. Creativeness/Originality: 10 points maximum, per judge

- a) Points accumulate with more designs.
- b) Points accumulate with designs originated by the Eligible Entrant and not previously presented.

5. Speed: 10 points maximum, per judge

- a) This category is related directly to rapid drum and dance coordination.

Eligible Entrants will be penalized for Videos submitted over the Video time limit by deducting 5 points from the total score. There is NO penalty for Videos submitted under the Video time limit.

Ties and Tiebreakers

When tied scores must be broken to determine a winner, the lowest judge’s score will be dropped and the scores will be recalculated. The Eligible Entrant with the highest aggregate score based on the two highest scores will be considered the winner. Should the scores remain tied after dropping the lowest score, each judge will vote for one Eligible Entrant via secret ballot. The vote will determine the final winner.

By entering the Contest, each Eligible Entrant agrees that the judges’ decisions regarding the Contest winners and in regard to all related matters shall be final and binding in all respects.

V. CONTEST VIDEO SUBMISSION REQUIREMENTS

To enter the Contest, prior to 11:59 pm MST on January 18, 2021, Eligible Entrant must upload one (1) original video (subject to the time limits set forth under Section III) (the “Video”) via the hyperlink portal provided by Sponsor upon confirmation of Eligible Entrant’s registration. The Video must feature Eligible Entrant performing a hoop dance and otherwise comply with these Official Rules.

- IMPORTANT NOTES ABOUT USE OF MUSIC IN THE VIDEO:
 - Eligible Entrant will have two options for music:
 - a pre-recorded song provided by the Heard Museum (see below), or
 - a live singer provided by the Eligible Entrant.
 - Upon verification of Eligible Entrant’s registration for this Contest, the Heard Museum will send an email to the email address provided by the Eligible Entrant that will include access to pre-recorded music that Eligible Entrants may use when recording Videos.
 - Both Northern and Southern song styles will be provided, and Eligible Entrants may choose one of their preference. Youth and Teen Eligible Entrant should be mindful of selecting ONLY a 3-minute song option.
 - Eligible Entrant may use a live singer or musician accompaniment for Video, subject to the time limit in the applicable age division.

- NO PRE-RECORDED MUSIC WILL BE ALLOWED, except those songs provided by the Heard Museum. This is due to licensing and legal restrictions and no exceptions can be made. Any Video submission that does not adhere to this rule will be disqualified.
- IMPORTANT NOTES ABOUT VIDEO CONTENT & RECORDING: Upon verification of Eligible Entrant's registration for this Contest, the Heard Museum will send an email to the email address provided by the Eligible Entrant that will include all details and requirements for Eligible Entrant's Video. Those requirements include:
 - Videos must be no larger than 1 Gigabyte and must be submitted in a format in MOV, MPEG, MPG, MP4, M4V, VOB, FLV, AVI, ASF, DIVX, or WMV format.
 - Only one Video submission per Eligible Entrant is allowed. Should multiple Videos be entered for the same Eligible Entrant, judging will be based on the first Video received by Sponsor based on Sponsor's computer.
 - No Videos recorded prior to the start of the Contest or for previous contests will be accepted. Each Video must be filmed specifically for this Contest. Guidance for affirming this will be provided in the email Eligible Entrant receives upon verification of registration.
 - How to film the Video:
 - Video submissions must be recorded in one, uninterrupted and continuous take. NO EDITING OF VIDEOS IS ALLOWED, AND NO SPECIAL EFFECTS ARE ALLOWED. Any edited Video will be disqualified.
 - All Videos should be filmed in landscape format.
 - At the beginning of the Video, Eligible Entrant must introduce Eligible Entrant, including name, Tribal affiliation, and hometown.
 - Cameras must remain stationary for the complete recording of the Video. No "zooming in" or "zooming out." This is to ensure that judges can view the entirety of the performance.
 - Videos may be recorded using any device (phone, tablet, camera, etc.) available to the Eligible Entrant.
 - Eligible Entrant will be judged solely on their performance, and will not be penalized based on the quality of the recording.
 - Eligible Entrants cannot preset hoop formations or designs before routine begins. Eligible Entrant must have all the hoops Eligible Entrant will be using visibly in the dance space at the start of the routine.
 - No taped or mechanical props will be allowed – this means Eligible Entrant will not be able to tape hoops together in any way, shape, or form. Eligible Entrant will not be allowed to use streamers, balls, clamps, etc.
 - No eagle whistles – this means Eligible Entrant will not be allowed to "blow a whistle" before, during or after Eligible Entrant's routine. The use of the eagle whistle is considered very sacred to many Native communities and it is the opinion of the judges that this Contest is not an appropriate place to "blow a whistle."
 - No religious prayer – this means Eligible Entrant cannot include overt prayer before, during, or after dance routine. It is the opinion of the judges that no overt prayer, ceremony or ritual may be performed during routine.
- Videos must be uploaded to link provided in Eligible Entrant's confirmation email no later than January 18, 2021 at 11:59 pm MST. No Video submissions will be accepted after this deadline.
- ADDITIONAL VIDEO REQUIREMENTS. All Videos must comply with the Video requirements specified below. Sponsor is not responsible for any Videos that are lost, late, misdirected, incorrect, garbled, or incompletely received, for any reason, including by reason of hardware, software, browser or network failure, malfunction, congestion, or incompatibility at Sponsor's servers or elsewhere, which entries are void. If all required information is not included, Video will be disqualified.
 - Eligible Entrant must be the sole owner of all right, title and interest in and to the Videos, or otherwise possess all rights in and permissions to the Videos required to grant the rights contemplated in these Official Rules to the Sponsor. If any person whose name, voice, likeness, or persona is referenced, shown or otherwise captured in the Video, Eligible Entrant must secure the written consent of such person(s),

and, if such person(s) are under the age of 18 or the age of majority in their jurisdiction, whichever is higher, also such person(s) parent/guardian.

- Each Eligible Entrant is solely responsible for obtaining from all applicable individuals, entities, Tribal authority, governmental bodies, or other persons any and all required rights, releases, consents, clearances, licenses and other authorizations necessary to exploit and otherwise submit the Video, and use and publish the Video, including any trademarks, trade dress, logos, copyrighted material or any other intellectual property of any individual, company, or other entity featured therein, in any and all forms of media, including, but not limited to, location releases.
- Each Eligible Entrant that submits a Video hereby grants Sponsor the perpetual, irrevocable, worldwide, royalty-free right to use, copy, disclose, license, distribute and exploit any such Video in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise. All Eligible Entrants that submit Videos must comply with the YouTube Community Guidelines or will be disqualified in this Contest.
- Videos will not be accepted in the Contest if they include any content that contains or appears to contain, in each case as determined by the Sponsor in its sole discretion, any of the following: (a) offensive, profane, obscene or inappropriate material; (b) endorsement of (or condones) illegal drug use, alcohol abuse, or other illegal activity; (c) nudity, profanity, or extreme or gratuitous violence; (d) any express or implied commercial endorsement; (e) any derogatory characterization of any person or group based on age, race, color, gender, gender identity and expression, sexual orientation, religious beliefs, marital status, mental or physical disability, citizenship, creed, national origin, physical appearance, tribal affiliation, political affiliation, union membership, or other unethical or unlawful factors; (f) depictions of any conduct, language or other context not in keeping with Sponsor's image; or (g) material that defames or invades publicity rights or the privacy of any person living or deceased, or otherwise infringes upon any person's personal or property rights or any other third party rights, including, without limitation, trademark, copyright or other intellectual property rights. Sponsor reserves the right to disqualify any Video it deems to fail to meet the requirements of these Official Rules. A Video will not be accepted if it includes any trademarks, trade dress, logos, copyrighted material or any other intellectual property of any individual, company, or other entity or which may imply a false association or sponsorship or violate the intellectual property rights of any third party, unless such third party has consent to such use or implication. Eligible Entrants are solely responsible for any copyright infringement or other violation of law arising from the Sponsor's use of the Video. Entrants acknowledge that any breach or violation of these Official Rules, or a third-party asserting rights to any Video, shall immediately disqualify the Eligible Entrant during the Contest. SPONSOR RESERVES THE RIGHT TO MODIFY THE VIDEO TO REMOVE SUCH INFORMATION AND/OR DEEM THE VIDEO VOID AND INELIGIBLE TO PARTICIPATE IN THE CONTEST.
- By entering the Contest, each Eligible Entrant represents, warrants and covenants that (a) each entry is the Eligible Entrant's original work, is true and correct in all material respects, and does not infringe upon or otherwise violate any right of any third party, including any copyright, trademark or other intellectual property rights; (b) each entry has not been previously published; and (c) the Eligible Entrant has the right and power to enter the Contest and perform all of its obligations.

VI. ELIGIBLE ENTRANT ELIGIBILITY

Proof of Tribal enrollment is required to compete in this Contest.

The Contest is open only to individual entrants who are legal residents of, and physically located within, the United States or Canada, and who is a verified member of a recognized Native community that is located in the United States or Canada (each, an "Eligible Entrant"). Directors, officers, and employees of Sponsor or its affiliates, or any other party associated with the development or administration of this Contest, including the immediate family and persons residing in the same household as such individuals, are not eligible to participate in the Contest.

All Eligible Entrants must provide proof of enrollment with a recognized Native community at the time of submission of Eligible Entrant's Registration Form. If a certified Tribal enrollment number or reserve card is not available, a letter confirming Eligible Entrant's affiliation with a recognized Tribe will be accepted. This letter

must be on Tribal letterhead and signed by an acknowledged Tribal leader. This is required for all Eligible Entrants, whether or not Eligible Entrant has participated in previous Sponsor Hoop Dance Contests.

Any Eligible Entrant who is below the age of 18 (or the higher age of majority in Eligible Entrant's jurisdiction) must have the consent of the Eligible Entrant's parent or legal guardian to submit a Registration Form in this Contest (including the submission of any personal information) and to submit a Video in this Contest. By registering for this Contest and submitting a Video for the Contest, any Eligible Entrant who is below the age of 18 (or the higher age of majority in Eligible Entrant's jurisdiction) affirms that they have the required parental or guardian consent.

VII. MISCELLANEOUS

- **Odds.** The odds of winning the Contest will depend on the number and quality of eligible entries received and the Contest winners will be selected based on skills, not at random.
- **Publicity.** By entering the Contest, each Eligible Entrant agrees that the Sponsor shall have the right, but not the obligation, to edit, remove, modify, publish, license, print, transmit, display or otherwise use any submitted entry, including any Videos, via all forms of media now known or hereafter devised worldwide, in perpetuity, without notice, attribution or compensation to Eligible Entrant, his/her successors or assigns, or any other entity, except where prohibited by law. Eligible Entrant waives any retained rights of attribution, privacy, publicity, withdrawal, integrity or other moral or personal rights in the entry and other related materials, including any Videos, in favor of the Sponsor. All entries and other submitted materials become the property of the Sponsor and will not be returned to any Eligible Entrant. If Sponsor requests the Eligible Entrant's cooperation in promoting the Contest, the Eligible Entrant agrees to reasonably be available for such promotional activities. By accepting any cash prize, each winner consents to the use of his/her name and all accompanying personally identifiable information winner submits, via all forms of media now known or hereafter devised worldwide, in perpetuity, without notice, attribution or compensation (other than the cash prize described herein) to winner, his/her/its successors or assigns, or any other entity, except where prohibited by law.
- **Privacy.** By participating in the Contest, each Eligible Entrant (or if Eligible Entrant is a minor, by Eligible Entrant's parent or guardian) authorizes the Sponsor to collect, use, process, transfer and store all data provided by Eligible Entrant (or if Eligible Entrant is a minor, by Eligible Entrant's parent or guardian), including without limitation, personal data, to the United States, Canada, or any location(s) throughout the world that the Sponsor deems necessary, whether within Eligible Entrant's country of residence or elsewhere, and with such party(ies) as the Sponsor deems appropriate, solely for purposes of administration of the Contest. All information submitted to the Sponsor as part of this Contest will be treated in accordance with the Sponsor's privacy policy, available at: <https://heard.org/privacy-policy/>.
- **Release and Limitations on Liability.** By participating in the Contest, each Eligible Entrant agrees, to the extent permitted by law, to release and hold harmless Sponsor, Facebook, YouTube, and their respective subsidiaries, affiliates, sales representatives, distributors, licensees, agents, advertising and Contest agencies, and all directors, officers and employees of any of the foregoing entities (collectively, the "Released Parties") from and against any claim or cause of action arising out of participation in the Contest, or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Contest; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) lost, late, misdirected, incorrect, garbled, or incompletely received entries; (e) errors in the administration of the Contest or the processing of entries; (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Eligible Entrant's participation in the Contest or acceptance, receipt, use, or misuse of any prize; or travel to any Contest-related events; and (g) any claims based on publicity rights, copyright/trademark infringement, intellectual property rights, defamation or invasion of privacy and merchandise delivery. In the event that Eligible Entrant breaches any of these Official Rules, Released Parties shall be entitled to and may seek indemnification, to the extent permitted by law, from Eligible Entrant for recovery of all

legal fees, damages, costs, claims and other expenses that may be incurred by Released Parties as a result of the aforementioned breach. Eligible Entrant further agree to release the Released Parties and their designees and assigns from any liability whatsoever, and waive any and all causes of action, for any claims, costs, injuries, losses and damages of any kind arising out of or in connection with the Contest or acceptance, possession, or use of any prize (including, without limitation, attorneys' fees, claims, costs, personal injuries, losses and damages related to personal injuries, death, damage to or destruction or property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, civil liability, tort (including negligence), warranty or other theory. Sponsor is not responsible if any prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism.

- **Miscellaneous.** The decisions of Sponsor are final with respect to all aspects of this Contest. The Contest and these Official Rules will be governed, construed and interpreted under the laws of the State of Arizona, without regard to choice of law principles. Except where prohibited, each Eligible Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the applicable state or federal courts situated in Phoenix, Arizona; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest but in no event attorneys' fees; and (c) under no circumstances will any Eligible Entrant be permitted to obtain awards for punitive, incidental, special, consequential or other damages, including without limitation, lost profits. For purposes of these Official Rules, (i) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to these Official Rules as a whole. In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problems, or any condition caused by events beyond the reasonable control of Sponsor that may cause the Contest to be disrupted or corrupted, Sponsor may, in its sole discretion, either: (x) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules; or (y) award the cash prize from among the non-suspect, eligible entries received up to the time of the impairment. Sponsor reserves the right in its sole discretion to disqualify any entrant it finds to be tampering with the entry process, the operation of the Contest, to be acting in violation of these Official Rules or any applicable laws relating to the Contest, or in an unsportsmanlike or disruptive manner, and to resolve all disputes in its sole discretion. Any attempt by any person to undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. In the event of any conflict with any Contest details contained in these Official Rules and Contest details contained in any communications from Sponsor or Contest promotional materials (including, but not limited to, point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Contests as set forth in these Official Rules shall prevail.
- **Sponsor.** The Sponsor of this Contest is Heard Museum, 2301 N Central Ave, Phoenix, AZ 85004. Eligible Entrants shall not use the trademarks of Sponsor or falsely associate themselves with Sponsor during or after the Contest Period. This Contest is not affiliated with or sponsored, sanctioned, or endorsed by or in any way in association with Facebook or YouTube, and Facebook and YouTube will have no liability or responsibility for any claim arising in connection with this Contest or any prize(s) awarded in connection herewith. Any questions, comments, or complaints regarding the Contest must be directed to Sponsor, and not to Facebook or YouTube. You are providing your information to Sponsor and not to Facebook or YouTube.

