

OFFICIAL RULES

HEARD MUSEUM WORLD CHAMPIONSHIP HOOP DANCE CONTEST

Updated as of November 15, 2023

Heard Museum
Phoenix, Arizona

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).

The annual World Championship Hoop Dance Contest (“Contest”) is recognized as the premier competition for the art of Hoop Dance throughout North America. In 2024, the Contest will take place at the Heard Museum (“Museum”) on Saturday, February 17, 2024 and Sunday, February 18, 2024. These Official Rules have been developed with the input of North America’s leading experts on Hoop Dance to ensure a fair and competitive event, and were updated in 2023 with feedback provided by judges, contestants, community members and event staff. Contest rules will be posted on the Contest website at www.heard.org/hoop.

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.

I. THE CONTEST EVENT

Eligible Entrants will be required to appear at the Heard Museum on Saturday, February 17, 2024 and Sunday, February 18, 2024, in accordance with the rules outlined in Section VI, in order to enter and participate in the Contest. The 2024 Contest will take place at the Heard Museum on Saturday, February 17 and Sunday, February 18, 2024. The Contest will be an in-person event, with an audience in attendance. The Museum may also present the Contest via online channels, which could include Facebook and YouTube.

Cash prizes will be awarded to the top scoring Eligible Entrants in the Youth, Teen, Adult and Senior Divisions as outlined in Section II below. Tiny Tots Division entrants will each receive an even share of a \$250 cash award. Tiny Tots will not be judged competitively.

Online registration will be available on the Contest website at www.heard.org/event/hoop (the “Contest Website”) starting at 12:01 am Mountain Standard Time (“MST”) on November 15, 2023 and ending at 11:59 pm MST on February 12, 2024. Sponsor’s computer shall be the official time-keeping device for the Contest. Eligible Entrants are encouraged to register online on the Contest Website in advance of the competition in order to expedite the registration process. Eligible Entrants who have registered online must pick up their dancer packets during on-site registration and check-in on Saturday, February 17, 2024 from 7:00 am MST until 8:15 am MST. **All pre-registered Eligible Entrants must check in no later than 8:15 am MST on Saturday, February 17, 2024 in order to compete.** All Eligible Entrants must complete all required fields of the Registration Form in order to be eligible to enter the Contest. This includes providing verification of Tribal enrollment (see Section VI for details on eligibility).

On-site registration for Eligible Entrants will begin at 7:00 am MST on Saturday, February 17, 2024 and end at 8:00 am MST on Saturday February 17, 2024. **No on-site registrations will be accepted after 8:15 am MST on Saturday, February 17, 2024.**

Registration Forms for Eligible Entrants who are under thirteen (13) years old MUST be completed and submitted by the Eligible Entrant’s parent or guardian. Once submitted, Heard Museum staff will verify by phone or email (using the phone number and/or email address 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 Eligible Entrant's 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 online Registration Form, Eligible Entrant will receive an email confirming verification of Eligible Entrant's eligibility or requests for further information or clarification if necessary. Eligible Entrants registering for the Contest on-site on Saturday, February 17, 2024 will be confirmed on the day of the Contest upon provision of all registration requirements and documentation.

II. ORDER OF EVENTS

There will be a meeting of Eligible Entrants, judges, and staff from approximately 8:15 am MST – 8:45 am MST on Saturday, February 17, 2024 before Grand Entry. Rules will be reviewed and questions regarding the Contest are welcomed during the meeting. **ALL ELIGIBLE ENTRANTS ARE REQUIRED TO ATTEND THIS MEETING.** Lineup for Grand Entry will begin immediately following the meeting.

Grand Entry for the Contest begins promptly at 9:00 am MST on both days of the Contest. Competition begins immediately following Grand Entry. Eligible Entrants must participate in Grand Entry on each day of the Contest to participate in the Contest. Participation will be verified by Eligible Entrant numbers, which are provided in the registration package.

Following Grand Entry on Saturday, the Tiny Tots Division will be called to perform in a non-competitive round. Immediately following the Tiny Tots Division, elimination rounds will begin for Youth, Teen, Adult, and Senior Division Eligible Entrants. **All Eligible Entrants will be called in random order regardless of registration order.**

The order and timing of competition rounds may vary based on event circumstances or as judges deem necessary and appropriate. The expected order of competition is as follows:

Day 1 – Saturday: First Rounds, All Divisions

The Time Limit for all First Round performances, regardless of Age Division, is 5 minutes.

Tiny Tots Division (0-5 years): All Eligible Entrants dance simultaneously. Awards given at end of round.

Youth Division (6-12 years): All Eligible Entrants will dance in groups of two or more. 5 minute limit.

Teen Division (13-17 years): All Eligible Entrants will dance individually. 5 minute limit.

Adult Division (18-39 years): All Eligible Entrants will dance individually. 5 minute limit.

Senior Division (40+ years): All Eligible Entrants will dance individually. 5 minute limit.

IMPORTANT NOTE:

The Contest is a two-day, daylight-hours only event. In the event the total number of Eligible Entrants in any single Division or the total number of Eligible Entrants may limit performance times, Sponsor may, in its sole discretion, require Eligible Entrants to dance with more than one other Eligible Entrant in the First Round. In such cases, Eligible Entrants shall endeavor to coordinate collaboratively with singers and drummers prior to performance. Eligible Entrants will dance individually in Second and Final Rounds. Depending on the number of Eligible Entrants or other relevant factors, Sponsor's judges and Contest staff may, in their sole discretion, determine that a Second Round for any Division is not required.

Day 2 – Sunday: Second and Final Rounds, All Divisions

Youth Division (6-12 years): Second and Final Rounds. Eligible Entrants dance individually. 5 minute limit.

Teen Division (13-17 years): Second and Final Rounds. Eligible Entrants dance individually. 5 minute limit.

Senior Division (40+ years): Second and Final Rounds. Eligible Entrants dance individually. 7 minute limit.

Adult Division (18-39 years): Second and Final Round. Eligible Entrants dance individually. 7 minute limit. The rankings and winners of each Division's Final Round will be announced at an award ceremony following the completion of the Contest for all Divisions on Sunday, February 18, 2024. Eligible Entrants whose ranking qualifies them for a cash award may pick up their prize in the Heard Museum's Dorrance Education Building following the award ceremony. **All Eligible Entrants who wish to collect cash awards must have valid documentation in order to collect prize monies on site.** Payment will be issued to the Eligible Entrant via check following the Contest once valid documentation has been received and confirmed by the Heard Museum.

III. COMPETITION PROCESS & SCORING

Scoring Judges: Five Sponsor judges will evaluate the Eligible Entrants based on Judging Criteria outlined in Section IV (the "Scoring Judges" and each a "Scoring Judge"). Each Scoring Judge is required to assign a single score for each Eligible Entrant for each of the five judging categories as described under Judging Criteria outlined in Section IV. For each of the five judging categories, scoring will be based on a fifteen-point scoring system. **One** is the lowest possible score that can be awarded for each judging category and **Fifteen** is the highest possible score that can be awarded for each judging category. During tabulation, each Eligible Entrant's preliminary total score will consist of five aggregate scores based on total scores from each of the five judging categories from each of the five Scoring Judges. The highest and the lowest aggregate score from the Scoring Judges for each Eligible Entrant will be eliminated. After eliminating the highest and lowest aggregate scores, the three remaining Scoring Judges' aggregate scores will be aggregated to determine an Eligible Entrant's final score for each Contest round. The maximum possible final score for each Eligible Entrant, after eliminating the highest and the lowest aggregate scores, is 225 points.

Scoring Judges will not calculate any Automatic Point Deductions as outlined in Section IV. Automatic Point Deductions will be confirmed by the Technical Judge as stated below. Any Automatic Point Deductions will reduce the Eligible Entrant's after the final score is determined as described above. Automatic Point Deductions will be noted on the scoring sheets that are posted publicly following each round of the Contest.

Technical Judge: One Sponsor judge will monitor all performances for technical errors (the "Technical Judge"). The Technical Judge's role is to note any Eligible Entrant errors that result in an Automatic Point Deduction as outlined in Section IV. The Technical Judge will document in writing what action triggered the Automatic Point Deduction and will confirm with the Arena Director and tabulators the Automatic Point Deduction(s) and total number of points to be deducted.

Round 1 – 225 possible points

Tiny Tot Division – Open category – No scores are awarded.

Youth Division – The top **six** Eligible Entrants advance to Round 2.

Teen Division – The top **six** Eligible Entrants advance to Round 2.

Adult Division – The top **ten** Eligible Entrants advance to Round 2.

Senior Division – The top **six** Eligible Entrants advance to Round 2.

Round 2 – 225 possible points

ALL FINALISTS BEGIN WITH A CLEAN SCORE CARD. Scores will not be carried over from Round 1.

Youth Division –The top **three** Eligible Entrants advance to Final Round.

Teen Division - The top **three** Eligible Entrants advance to Final Round.

Adult Division - The top **six** Eligible Entrants advance to Final Round.

Senior Division -The top **three** Eligible Entrants advance to Final Round.

Final Round – Championship Round – 225 possible points

ALL FINALISTS BEGIN WITH A CLEAN SCORE CARD. Scores will not be carried over from Rounds 1 or 2. Final rankings will be determined based on scores during this Final Round of competition.

Youth Division – The top **three** finalists will compete to determine final rankings.

Teen Division – The top **three** finalists will compete to determine final rankings.

Senior Division – The top **three** finalists will compete to determine final rankings.

Adult Division - The top **six** finalists will compete to determine final rankings.

Songs for Eligible Entrants will rotate between the Northern and Southern drums for Round 1 and Round 2. Eligible Entrants may select either the Northern or Southern drum in the Final Round, or Eligible Entrants may elect to provide their own singer.

Points and Score Sheets

Each Eligible Entrant’s Score Sheet will document each of the five Scoring Judge’s aggregate scores for the Eligible Entrant in each Contest round as well as any Automatic Point Deductions as noted by the Technical Judge. The Score Sheets are considered public information. Each Eligible Entrant may view Eligible Entrant’s Score Sheet for each Contest round after all Eligible Entrants in that Contest round have finished the competition and been scored. Eligible Entrants are not allowed to view Scoring Judges’ individual score sheets or related notes.

Ties and Tiebreakers

If there are two or more Eligible Entrants in a Division with a tied final score in Round 1 or Round 2, and a tiebreaker is needed to determine which of the tied Eligible Entrant(s) will advance to the next Contest round, then the tied Eligible Entrant’s lowest score that was previously eliminated in tabulation will be added back to the tied Eligible Entrant’s final score, and the tied Eligible Entrants’ final scores will be recalculated. The tied Eligible Entrant(s) with the highest aggregate score after adding the lowest score to the final score will be considered the winner(s) of the tie-breaker. Should the tied Eligible Entrants’ final scores remain tied after adding the lowest score, the tied Eligible Entrant’s highest score that was previously eliminated in tabulation will then be added back to the tied Eligible Entrant’s final score, and the tied Eligible Entrant(s) with the highest final score after adding both the lowest and highest scores to the tally will be considered the winner(s) of the tie-breaker. Should the tied Eligible Entrants’ final scores still remain tied, the Scoring Judges will convene and select the winner of the tie-breaker via secret ballot, with each Scoring Judge having one vote to select the Eligible Entrant they believe should be the winner based on overall quality of the Eligible Entrant’s performance, with the Eligible Entrant receiving the most votes being deemed the winner.

In the event of tied scores during the Final Round of competition, the tie must be broken to determine the final rankings. The tie will be broken using the same method described above, except when a tie is between 1st and 2nd place. Should the 1st and 2nd place Eligible Entrants in any Division during the Final Round receive tied scores, the winner will be determined by a final “Dance Off.” In a Dance Off, the 1st and 2nd place Eligible Entrants will perform once again and the Scoring Judges’ scores from the Dance Off, using the same scoring methodology as outlined above, will determine the final rankings.

Cash Prizes

A total of \$25,000 in cash prizes will be awarded to the winners of the Contest. Cash prizes for this Contest will be awarded in the following amounts to the following winners in each Division:

Tiny Tots Division (non-competitive – all Eligible Entrants in this category will share an equal split of the prize amount)

Equal Share of: \$250

Youth Division

1st Place: \$600

2nd Place: \$400

3rd Place: \$250

Teen Division

1st Place: \$1,000

2nd Place: \$700

3rd Place: \$300

Senior Division

1 st Place:	\$3,000
2 nd Place:	\$2,000
3 rd Place:	\$1,000

Adult Division

1 st Place:	\$5,000
2 nd Place:	\$3,500
3 rd Place:	\$2,500
4 th Place:	\$2,000
5 th Place:	\$1,500
6 th Place:	\$1,000

Grievances

Any grievances that may impact the winners of the Contest must be addressed during the Contest, and within a reasonable amount of time, as determined by the Sponsor in its sole discretion, following the incident, decision or action that gave rise to the grievance. Grievances generally require a pause in the Contest, and as such must be registered by an Eligible Entrant with the payment of a \$100 fee in order to be considered. Grievances must be filed with the Arena Director who will consult with the Scoring Judges and staff when a grievance is filed. The Arena Director will have to authority to address and resolve all grievances during the Contest.

Code of Conduct

All Eligible Entrants are expected to conduct themselves in a manner befitting the values embodied by the Hoop Dance. Trash-talking, use of profanities, bullying, and other behaviors intended to intimidate or belittle other contestants, members of the audience, or others are prohibited. The Arena Director will have the authority to address any violation of this Code of Conduct and impose any penalties, including loss of points, removal from participation in the Contest, and/or removal from the grounds of the Heard Museum.

IV. JUDGING CRITERIA

This is the World Championship Hoop Dance Contest, and Eligible Entrants will be scored with the understanding that a world champion title is a reflection of hard work, and winning a prize is not guaranteed. It is important for all Eligible Entrants to remember that the annual World Championship Hoop Dance Contest is a celebration of talent and tradition. The Contest's judges hope that Eligible Entrants will consider their routines from these perspectives. Eligible Entrants are encouraged to give careful thought – in attire, personal style, and performance – to the traditions and values represented by this event. 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 point value to any routine. 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 judging categories from which Eligible Entrants will be evaluated (with a score of 1 – 15 points for each category):

1. Precision:

- 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 Entrants must catch hoops when they are thrown in the air or spun.
- e) Hoops spun on the ground should return to the Eligible Entrant without falling. Hoops may go beyond the bounds of the arena so long as they do not fall to the ground.
- f) Transitions between movements should be smooth.

g) Overall performance should be crisp and cleanly delivered.

2. *Timing/Rhythm:*

- a) This is a Hoop Dancing Contest. Feet should continuously keep time to the drum.
- b) Eligible Entrant's movement in time to the rhythm of the music is essential. Higher points are awarded for executing more challenging movements that add complexity to a performance while maintaining synchronization with the drum.
- c) Bells, tinklers or deer hooves help the judges assess your rhythm and, therefore, are required. Eligible Entrants are strongly encouraged to ensure that bells, tinklers or deer hooves are audible to judges.

3. *Showmanship:*

- a) Presentation should be directed to the judges and audience. Contestant number must be worn and visible to all judges.
- b) Degree of difficulty will be taken into account.
- c) Eligible Entrants should end their routine in synch with the end of the song they are dancing to. Eligible Entrants are encouraged to communicate in advance of their routine with the singers to coordinate, including when/if dancing with more than one at a time. If a routine is finished and music continues, Eligible Entrants should dance to the end of song.

4. *Creativeness/Originality:*

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

5. *Speed:*

- a) This category is related directly to rapid drum and dance coordination. Music tempo is factor, and Eligible Entrants are encouraged to respectfully coordinate tempo in advance with singers.
- b) Speed of transitions between movements and formations with each Eligible Entrant's hoops is also considered.
- c) The amount of time between formations and movements is also considered, as are the overall number of formations and movements successfully completed within the time limit.

Automatic Point Deductions – For Teen, Adult & Senior Divisions ONLY (not applied to Youth Division)

Automatic point deduction(s) will be applied for the following errors (each an "Automatic Point Deduction"):

- Failure to pass through all hoops – 5 point deduction.
- Unintentional dropping of a hoop – 5 point deduction each time a hoop is dropped, not to exceed 10 points.
- Formation falls apart unintentionally – 5 point deduction each time a formation falls apart, not to exceed 10 points.
- The Eligible Entrant's performance exceeds time limit – 5 point deduction. NOTE: **There is NO penalty for going under the time limit. A large time clock will be visible in the Contest arena.**

The Arena Director and Contest judges' decisions will be final. Good sportsmanship is expected and appreciated.

V. ELIGIBLE ENTRANTS

Proof of Tribal enrollment is required each year 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). By registering for this 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.

All Eligible Entrants must bring proof of enrollment at the time of check-in or pre-registration packet pick-up on Saturday, February 18, 2024.

VI. GENERAL RULES

- All Eligible Entrants must participate in Grand Entry on Saturday and Sunday of this Contest. Eligible Entrant numbers will be checked against the registration list to ensure participation.
- Eligible Entrants will NOT be allowed to preset hoop formations or designs before routine begins – this means Eligible Entrants cannot preset hoop formations or designs of any kind before Eligible Entrants begin their routine. Eligible Entrant must have all the hoops the Eligible Entrant will be using in the arena when Eligible Entrant starts their routine.
- No taped or mechanical props will be allowed – this means the 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. Eligible Entrant will be required to dance using ONLY the hoops the Eligible Entrant brings into the Eligible Entrant's immediate dance area.
- 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 Sponsor's judges that the Contest is not an appropriate place to “blow a whistle.”
- No religious prayer – this means Eligible Entrant cannot include prayer before, during, or after Eligible Entrant's dance routine. It is the opinion of the Sponsor's judges that any prayer, ceremony or ritual may not be performed during Eligible Entrant's routine.
- During the Contest, each Eligible Entrant's number will be called three times. If the Eligible Entrant is not in the arena after the third call, the Eligible Entrant will be disqualified. There will be NO exceptions.
- No drugs or alcohol – this means any Eligible Entrant using drugs or alcohol during their performance will be immediately removed from the Contest and from the grounds of the Heard Museum. Any violation of the above rules will disqualify Eligible Entrant from the entire Contest.

VII. MISCELLANEOUS

Odds. The odds of winning the Contest will depend on the number 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 (or a party acting on its behalf), may capture photographs, video content, and audio content which includes Eligible Entrant's name, image, likeness, voice, actions, or other identifying characteristics (collectively, “Content”) as part of the Contest, and

each Eligible Entrant agrees that the Sponsor (or a party on its behalf) shall have the right, but not the obligation, to edit, remove, modify, publish, license, print, transmit, display or otherwise use such Content, 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. 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: (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) 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: (a) 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 (b) 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.

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