

#ARTINBLOOM PHOTO CONTEST

Official Rules

VOID WHERE PROHIBITED. NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. If you participate in the #ArtInBloom Photo Contest ("Contest") with a smart phone, message and data rates may apply; you should contact your wireless provider for pricing details.

This Contest is sponsored by the National Cherry Blossom Festival, Inc., 1275 K Street, NW, Suite 1000, Washington, DC 20005 ("we" or "us"). We organize and present the annual National Cherry Blossom Festival ("Festival") in Washington, D.C. The Prize, detailed below, is provided by National Cherry Blossom Festival, Inc.

By participating in the Contest, you agree to comply with these Official Rules. We will not consider any entry that does not comply with these Official Rules.

1. **When to Enter:** The Contest begins March 20, 2021 at 12:01 am EDT and ends at 11:59 pm EDT on May 31, 2021 ("Entry Period").

2. **How to Enter:**

- Take an original photo of an Art in Bloom Giant Cherry Blossom Sculpture ("Photo");
- Follow **@cherryblossfest** on Instagram or Twitter; and
- Upload your Photo to your public Instagram or Twitter account with a brief caption describing the Photo, using the hashtag **#ArtInBloom** in the caption and tag **@cherryblossfest**.

3. **Restrictions.** To enter the Contest, you:

- Must be at least **21 years old** and a United States resident. You may not enter if you reside Tennessee or if you are our employee, independent contractor (including Art In Bloom artists), one of our officers or directors, or working for one of our affiliates, subsidiaries, advertising promotion and fulfillment agencies or legal advisors, or their immediate family members and living in the same household of these persons.
- May submit **only one Entry per Sculpture** via your public Instagram or Twitter account. We will not accept Entries via private accounts.
- Must include **#ArtInBloom** in your caption and tag **@cherryblossfest** to be a valid Entry.
- Must submit your Entry during the Entry Period. Once you submit your Entry, you may not delete, cancel or modify that Entry.
- Must submit via your Instagram or Twitter account. If there is a dispute about who submitted a winning Entry, the winner will be the authorized account holder of the Instagram or Twitter account used to enter the Contest.
- Must warrant that your Entry: 1) is original; 2) does not violate any third party's proprietary or intellectual property rights or privacy rights; 3) does not contain any obscene, indecent or profane images or language or illegal acts; 4) does not contain any copyrighted works owned by others or other trademarks besides those belonging to

us; and 5) if your Entry shows: a) adults, you have the permission of each of those adults to appear in the Photo and to be published in the Contest; or b) children, you are the parent or legal guardian of those children or have the permission of each child's parent or legal guardian to appear in your Photo and to be published in the Contest.

- Acknowledge that we may, without compensating you, publish your Entry on our social media pages and on our website for up to one year after the end of the Contest.

4. How We Select and Notify Winners.

- After the end of each week during the Entry Period, we will select, at random, a winner from all eligible Entries. During the last week, we will select, at random, one Contest winner and one grand prize winner. This means there will be ten total Contest winners and one grand prize Contest Winner.
- Your odds of winning depend on the total number of eligible Entries that you submit and the total number of eligible Entries that we receive. The random selection is final and we will not entertain any correspondence about that selection.
- If your Entry wins, we will, on or before May 31, 2021, notify you direct message via Instagram or Twitter or via a comment on your Entry post ("Award Notice"). We are not responsible or liable for late, lost, misdirected, or unsuccessful efforts to notify you if you win.
- If you win, you will be required to sign and return a publicity consent and release before we can provide you with the prize. The consent and release, when signed, will allow us, without additional compensation, to use your name, voice or likeness and your Entry irrevocably, perpetually and worldwide for any purpose and in any media (known or later developed), and to release your name to anyone requesting information about the Contest winner. If you do not claim the prize or fail to return to us a signed publicity consent and release within five calendar days of the Award Notice, we may award the prize to another person.

5. Prizes. The first ten Contest winners will receive a \$25 Amazon gift card. The grand prize Contest winner will receive a \$500 Amazon gift card. We will not offer an alternative prize, cash equivalent or other substitute prize. If you win, you may not direct us to give anyone else the Prize.

6. General Terms and Conditions. By entering the Contest, you acknowledge that:

- We, our agents and representatives, and entities associated with the Contest are not responsible or liable for: 1) late, lost, delayed, damaged, misdirected, incomplete, illegible, or unintelligible Entries; 2) electronic, hardware or software program, network, internet, or computer malfunctions, failures, or difficulties of any kind; 3) failed, incomplete, garbled, or delayed computer transmissions; 4) any condition caused by events beyond our control; or 5) any printing or typographical errors in any materials associated with the Contest.
- We may collect, store and use information collected from the Contest in accordance with our Privacy Policy (<http://www.nationalcherryblossomfestival.org/privacy-policy/>). We are not responsible for Instagram's privacy policy (<https://www.instagram.com/about/legal/privacy/>) or for Twitter's privacy policy (<https://twitter.com/en/privacy>).

- You will indemnify and defend us and our respective shareholders, agents and representatives, and entities associated with the Contest (including without limitation Instagram and Twitter), to the extent permitted by law from any and all losses, damages or claims arising from or related to third party claims related to your Entry.
- Any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Contest will be resolved individually, without resort to any form of class action, exclusively before a court located in your state having jurisdiction. In any such dispute, neither party may seek or be liable for incidental or consequential damages. You also waive all rights to have damages multiplied or increased.
- Instagram and Twitter are not affiliated with this Contest and do not administer, sponsor, endorse or assume any liability for Entries or the Contest. By entering the Contest, you completely release Instagram and Twitter from any and all liability in connection with this Contest.
- We may modify these Official Rules at any time without notice. We may cancel, suspend or change the Contest or any element of the Contest for any reason.
- These Official Rules are governed by and construed in accordance with the laws of the District of Columbia without giving effect to any choice of law or conflict of law rules or provisions.

To obtain the names of Contest winners, send a stamped, self-addressed envelope to Winner List, #ARTINBLOOM Photo Contest, 1275 K Street, NW, Suite 1000, Washington, DC 20005.