

# SEATTLE ART MUSEUM INSTAGRAM GIVEAWAY

We're celebrating the Seattle Art Museum's 10,000+ followers on Instagram! Enter to win a year membership to Seattle Art Museum and a night stay at Inn at the Market.

To Enter:

1. Follow @SeattleArtMuseum and @InnatheMarket on Instagram
2. Repost SAM's 10K Celebration photo on your Instagram account. Include hashtag #SAM10KGiveaway and @SeattleArtMuseum in the caption

The entry period is April 13, 2015 through April 22, 2015.

See below for complete entry instructions and official rules.

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. Open only to legal residents of the 50 United States and the District of Columbia who are 18 years of age or older. Contest ends at 11:59 AM Pacific Daylight Time ("PDT") on 4/22/15. Sponsors: Seattle Art Museum ("SAM"). Winner will be chosen from all eligible entries using random.org.

## Seattle Art Museum Instagram Giveaway Rules:

The Seattle Art Museum Instagram Giveaway ("Giveaway") began on 4/13/15 at 12:00 am PDT and ends on 4/22/15 at 11:59 am PDT. By participating in the Giveaway, each Entrant agrees to comply with and abide by these Official Rules and decisions of Seattle Art Museum ("Sponsor").

No purchase necessary to enter or win. Void where prohibited by law. Odds of winning depend upon the number of valid entries received.

Eligibility: Giveaway is open only to legal residents of the fifty (50) United States (including the District of Columbia) who are 21 years old or older at the time of submission. Employees, contractors and board members of Seattle Art Museum, or SAM Foundation and The Inn at the Market, and their immediate families (spouse, parents, children, siblings, and their respective spouses, including those living in their households) and their advertising and promotion agencies (collectively, the "Giveaway Entities"), are not eligible to enter or win the Grand Prize. Void in Puerto Rico, all other U.S. territories and possessions, overseas military installations and where prohibited. Giveaway is subject to all applicable federal, state and local laws and regulations. State of Washington law governs this Giveaway.

Posting an entry on Instagram does not constitute that the Entry has met the submission requirements listed in these Official Rules. Automated or robotic entries submitted by individuals or organizations will be disqualified.

Winner Selection: Seattle Art Museum will use random.org to pick the Giveaway winner out of all eligible Entries. Winner will be notified by a comment on Instagram about 72 hours after the Giveaway ends. Entrants agree that the Sponsor has the sole right to decide all matters and disputes arising from or relating to this Giveaway as well as revise or amend any or all Official rules as the Sponsor deems appropriate and that all decisions of Sponsor are final and binding, in their sole and absolute discretion. One (1) Grand Prize Winner will be selected.

Verification of Grand Prize Winner: The potential Grand Prize Winner must continue to comply with all terms and conditions of these Official Rules, and becoming a Grand Prize Winner is contingent upon fulfilling all requirements. The potential Grand Prize Winner will be notified by Instagram comment on or before 4/25/15. The Grand Prize Winner will be required to sign and return to Sponsor or its designee, within a timeframe to be specified, an affidavit of eligibility, release except where prohibited, an assignment of rights, an IRS W-9 form and such other documents as Sponsor deems appropriate in order to claim the prize. If a potential Grand Prize Winner cannot be contacted, or fails to comply with any requirements hereunder; or if the prize or prize notification is returned as undeliverable, the potential Grand Prize Winner will be disqualified. In the event that the potential Grand Prize Winner is disqualified for any reason, Sponsor may award the applicable prize to an alternate winner.

Disqualification: Entries may be disqualified for: (a) failing to provide the required information in a timely

manner; (b) a violation of any of these Official Rules (including failure to satisfy any eligibility requirements); or (c) any other reason affecting the fairness or propriety of this Giveaway as determined by the Sponsor in its sole discretion.

**Grand Prize:** Prize is subject to these terms and conditions. Sponsor will not replace any lost or stolen prize items. Prize includes a membership to Seattle Art Museum and a night stay at Inn at the Market. Gift certificate for a night stay at Inn at the Market must be redeemed by April 2016, subject to availability, blackout dates apply. Prizes are not transferable and no substitution may be made, except by the Sponsor, who reserves the right to substitute a prize with another prize of equal or greater value if the prize or portion of the prize is not available for any reason as determined by the Sponsor in its sole discretion. The winner is responsible for any taxes and fees associated with receipt or use of a prize. Prize must be redeemed by April 2016. Odds of winning the Grand Prize depends upon the number of eligible entries received during the Submission Period.

**Limitation of Liability:** Sponsor and Giveaway Entities are not responsible for (a) unauthorized human intervention in the Giveaway; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) errors in the administration of the Giveaway or the processing of Entries; or (d) injury damage or loss to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Giveaway or receipt or use of any prize. By entering, each participant hereby agrees, on his or her behalf and on behalf of his or her Guest, to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor, which are binding and final in all matters relating to this Giveaway; (b) release and hold harmless the Giveaway Entities and their respective parent, subsidiary, and affiliated companies, the prize suppliers and any other organizations responsible for fulfilling, administering, advertising or promoting the Giveaway, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages or loss of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury directly or indirectly arising out of or relating to a participant's Entry, creation of an Entry or submission of an Entry, participation in the Giveaway, acceptance or use or misuse of any prize and/or the broadcast, exploitation or use of Entry; and (c) indemnify, defend and hold harmless the Sponsor against any and all claims, expenses, and liabilities (including reasonable attorney's fees) directly or indirectly arising out of or relating to an Entrant's participation in the Giveaway and/or Entrant's acceptance, use or misuse of any prize.

**Publicity:** Except where prohibited, participation in the Giveaway constitutes winner (and his or her guests)'s irrevocable consent (as applicable) to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, quotes, images, opinions, Entry, and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

**General Conditions:** In the event that the operation, security, or administration of the Giveaway is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, the Sponsor may, in its sole discretion, either: (a) suspend the Giveaway to address the impairment and then resume the Giveaway in a manner that best conforms to the spirit of these Official Rules; or (b) award the prize from among the eligible Entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Giveaway or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Giveaway may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. In case of a dispute as to the owner of an entry, entry will be deemed to have been submitted by the authorized account holder of the Instagram account from which the entry is made. The authorized account holder is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address, or by Instagram.

**Disputes:** Except where prohibited, Entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Giveaway or any prize awarded shall be resolved individually,

without resort to any form of class action, and exclusively by the appropriate court located in the State of Washington. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Giveaway, shall be exclusively governed by, and construed in accordance with, the laws of the State of Washington, without giving effect to any choice of law or conflict of law rules. Entrant hereby consents to such jurisdiction and hereby waives any claims of forum non conveniens.

Giveaway Results: For Giveaway results, send a hand-printed, self-addressed, stamped envelope to: Seattle Art Museum, 1300 1st Ave Seattle, WA 98101-2003. Requests for the winner's list must be received by May 25, 2015.

Sponsor: The Giveaway is sponsored by Seattle Art Museum, 1300 1st Ave Seattle, WA 98101-2003, USA. Entrants should understand that they are providing their information to the Sponsor and not to Instagram. This promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram.