

**#ShareArtHCC Photo Contest
Official Rules**

No Purchase Necessary. A purchase will not increase your chances of winning.

1. **ELIGIBILITY.** The #ShareArtHCC Photo Contest is open to all current legal residents of the United States who are at least of the age of 18 in their state of residence. Contest is sponsored by The St. Johns Cultural Council, 15 Old Mission Ave, St. Augustine, FL 32084 (“Sponsor”). Entrants must be available to travel to St. Augustine, Florida by [May 31, 2020] (“Prize Period”). Void where prohibited by operation of law. Employees, shareholders, officers, directors, agents, representatives of The St. Johns Cultural Council, and the promotion and advertising agencies of any related entity (collectively, the “Contest Entities”), and their immediate family members and those living in their household, and each person or entity connected with the production or administration of the Contest, and each parent company, affiliate, subsidiary, agent and representative of any aforementioned entity are not eligible.
2. **CONTEST PERIOD.** The contest begins at 12:01 a.m. EDT (Eastern Daylight Time) on March 1, 2019 and ends at 11:59 p.m. EDT on May 31, 2019 (the “Contest Period”).
3. **HOW TO ENTER. Social Media Entry Only.** During the Contest Period, post a photo you have taken to Instagram, tag @HistoricCoastCulture, and include the hashtag #ShareArtHCC in the caption. Photos should represent art and culture subjects and must be taken in St. Johns County, Florida.

What counts as art and culture? From architecture to music, dance and cultural festivals, the possibilities in St. Johns County are endless. Moreover, the images should reflect the area’s diversity, spanning all neighborhoods and a variety of creative formats.

Entries must be received no later than 11:59 p.m. EDT on May 31, 2019, according to the computer time on Sponsor’s server. Late entries will not be accepted. All entries become the property of the Sponsor.

4. **JUDGING AND NOTIFICATION.** After the contest closes at 11:59 p.m. on May 31, 2019, qualifying photos will be judged on adherence to the contest challenge by theme and general photography quality indexes including color and composition. The St. Johns Cultural Council will appoint an independent jury to judge the entries. The jury’s decision is final. Any attempt by a participant to influence the result or subvert the photo competition will lead to immediate disqualification.

The photos selected as winners will be announced July 1. Winners will be notified by commenting directly on the post of the winning photo.

Winners will be asked to provide a valid/working email address. Note: Winner emails will be added to the Historic Coast Culture eNewsletter list. Users may opt-out at any time.

The winners will be sent via email an affidavit of eligibility / liability / publicity release (“Release”) and must return the signed Release to Sponsor or Prize Providers, as directed, within five (5) business days of receiving it. Except where prohibited by law, the Release will state that Selected Entrant agrees to allow Contest Entities to use (without additional compensation) his or her name, hometown, photograph, testimonial and/or likeness for purposes of advertising and promotion (including, without limitation, posting on Sponsor’s website(s), social media page(s) and affiliated website(s)). Selected Entrant may also be required to provide name, U.S. Social Security Number (for tax form purposes), birth date, current address and phone number. Unless restricted by law, the Selected Entrant will be required to complete and return the Release within the time period specified therein.

An alternate Selected Entrant may be selected from among the remaining eligible entries if a selected entrant: (i) cannot be reached within 72 hours; (ii) fails to obtain all signatures on the Releases (including Releases from travel Guests) and to return the documents within the period of 5 business days, as required pursuant to these Official Rules; or (iii) cannot accept or receive the prize for any reason.

If an entrant is unable to be contacted after reasonable attempts have been made to do so, the Sponsor reserves the right to offer the prize to the next best entry.

5. **RIGHTS AND OWNERSHIP.** By submitting their photos using the hashtag #ShareArtHCC during the contest period, participants agree to grant the Sponsor free of charge the right to use the photo in any manner and media, including without limitation, the right to publish, adapt, distribute, copy, display or translate in printed or electronic media even if they are not the winning entries.

6. **PRIZES.**

Grand Prize: If eligible under these rules, one (1) Selected Entrant will receive a Grand Prize, three (3) day, two (2) night trip for themselves and one (1) guest (“Guest”) to St. Augustine, Florida. The trip will include, for the Selected Entrant and his or her Guest: two (2) nights hotel accommodations (one room, double occupancy), a \$50 Catch 27 Restaurant gift card, and passes to a variety of arts and culture activities including 1) V.I.P. Tour for Two of the acclaimed St. Augustine Distillery, 2) Two tickets for the Historic Tour of the Hotel Ponce de Leon, now home to Flagler College, 3) Two tickets to the Lightner Museum 4) Two tickets to the Villa Zorayda Museum 5) Two tickets to the St. Augustine Lighthouse, 6) Two tickets to the Corazon Cinema and Café, 7) Two V.I.P. passes for the St. Augustine Pirate Museum and Colonial Experience at the Colonial Quarter, 8) Two V.I.P passes for the Old Town Trolley Tours including entrance to the

Florida Heritage Museum, Old Jail, Oldest Store Museum, and Potter's Wax Museum, 9) Admission for two the Historic Pena-Peck House, 10) One St. Augustine Outlets gift bag and coupon book.

Approximate Retail Value ("ARV") of Grand Prize: \$954

Runner-Up Prizes: If eligible under these rules, two (2) Selected Entrants will receive Runner-Up Prizes, including for the selected entrant and his or her guest: two (2) day, one (1) night trip for themselves and one (1) guest ("Guest") to St. Augustine, Florida at a St. Augustine Historic Inn of their choosing, subject to list of inns provided by the Sponsor, and passes to a variety of arts and culture activities including 1) V.I.P. Tour for Two of the acclaimed St. Augustine Distillery, 2) Two tickets for the Historic Tour of the Hotel Ponce de Leon, now home to Flagler College, 3) Two tickets to the Lightner Museum 4) Two tickets to the Villa Zorayda Museum 5) Two tickets to the St. Augustine Lighthouse, 6) Two tickets to the Corazon Cinema and Café, 7) Two V.I.P. passes for the St. Augustine Pirate Museum and Colonial Experience at the Colonial Quarter, 8) Two V.I.P passes for the Old Town Trolley Tours including entrance to the Florida Heritage Museum, Old Jail, Oldest Store Museum, and Potter's Wax Museum, 9) Admission for two the Historic Pena-Peck House, 10) One St. Augustine Outlets gift bag and coupon book.

Approximate Retail Value ("ARV") of Runner Up Prize: \$654

The Sponsor retains the right in its sole discretion to make substitutions of equivalent kind or approximate value in the event of the unavailability of any prize or component of the prize, for any reason. The winners will be responsible for the payment of any taxes that apply to any prize, transportation to and from the destination, and any and all other incidentals and expenses incurred during the trip. There is no cash alternative and the prizes must be taken as offered. Furthermore, the Sponsor is not responsible for cancellations or delays in travel accommodations and has no obligation to reimburse, refund or otherwise substitute any tickets awarded as part of a travel prize due to such cancellations or delays.

Selected Entrant and Guest must travel together on the same itinerary on the stated Prize Period and must have all necessary identification. Selected Entrant may only bring a minor Guest if Selected Entrant or another Guest is the parent or legal guardian of said minor Guest.

Choice of itinerary shall be at the discretion of Sponsor or Prize Providers. Prize may be awarded in the form of coupon(s), voucher(s) and/or gift card(s).

Selected Entrant may be issued an IRS form 1099. The Prize is a taxable event.

Guests of Selected Entrant must sign a liability/publicity release and all signed release must be received by Sponsor or Prize Providers before lodging will be booked or the Prize will be forfeited and another Selected Entrant will be selected. Travel must be completed by May 31, 2020. Selected Entrant and Guest are solely responsible for any other unspecified expenses related to the prize, including without limitation: additional meals, ground transportation, gratuities, incidental hotel expenses, upgrades and any and all federal, state, and local taxes on prize. Selected Entrant and Guest are not entitled to any surplus between actual retail value of prize and stated ARV and any difference between stated ARV and actual value of the prize will not be awarded. No substitution, transfer, or cash redemption of prize, or cash for any portion of prize not used, provided however that Sponsor reserves the right to substitute a prize with another prize of equal or greater value should the advertised prize become unavailable for any reason. Any and all activities related to the prize are at the Selected Entrant's and Guest's own risks and subject to whatever restrictions are imposed by the entities that govern activities. If Selected Entrant is unable to participate in or accept the prize or any portion of the prize for any reason, Sponsor shall have no further obligation to the Selected Entrant. Travel restrictions, conditions and limitations may apply, including but not limited to holiday "blackout" dates. Neither Sponsor nor any of its prize suppliers will replace any lost or stolen tickets, travel vouchers or certificates. All additional costs, including taxes, are the sole responsibility of Selected Entrant.

7. **CONDITIONS.** The Contest is subject to these Official Rules. By participating, Entrants agree: (i) to be bound by these complete Official Rules and the decisions of Sponsor which shall be final and binding; and (ii) to waive any right to claim ambiguity in the Contest or these Official Rules, except where prohibited by law. Taxes, if any, are the sole responsibility of Selected Entrant and Selected Entrant may be issued an IRS Form 1099 for the Estimated Retail Value of any awarded prize. All federal, state or other tax liabilities (including income taxes) arising from this Contest will be the sole responsibility of Selected Entrant. Except where prohibited by law, the Selected Entrant's entry and acceptance of the prize constitutes permission for Entities to use said winner's full name, photograph, likeness, statements, biographical information, voice, and city and state address for promotional or advertising purposes in connection with this contest on a worldwide basis, and in all forms of media, now or hereafter known, in perpetuity, without review, permission or further compensation. This Contest is subject to all applicable federal, state and local laws of the United States.

By participating, Selected Entrant agrees to release, discharge, indemnify and hold harmless Contest Entities and each of their respective officers, directors, employees, representatives and agents ("Releasees") from and against any claims, damages, disability, attorneys' fees, and costs of litigation and settlement, as well as any liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from redemption, acceptance, possession, ownership, misuse or use of any prize or participation in any Contest-related activity or participation in this Contest. Releasees shall not be liable to the Selected

Entrant for failure to supply any Prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other similar or dissimilar cause beyond any of the Releasees' control. The Releasees shall not be liable for: (i) late, lost, delayed, misdirected, incomplete unreadable, inaccurate, garbled or unintelligible entries, communications or affidavits, regardless of the method of transmission; (ii) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) any injuries, losses or damages of any kind caused by the prize or resulting from acceptance, possession or use of a prize, or from participation in the Contest; or (v) any printing, typographical, administrative or technological errors in any materials associated with the Contest. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision.

Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Contest, to be acting in violation of these Official Rules, or to be acting in an unsportsman-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass other entrants or Sponsor's representatives, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Any portion of the Contest may be canceled, suspended and/or modified, in whole or in part, if in Contest Entities' opinion any fraud, technical failure or other factor beyond our control impairs the integrity or proper functioning of the Contest. Sponsor reserves the right at its sole discretion to terminate the Contest and, if terminated, at its discretion, select the potential winner(s) from among all eligible, non-suspect entries received prior to action taken. Disputes regarding these Official Rules and/or this Contest will be governed by the internal laws of the State of Florida. Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Contest should a virus, bug, computer problem, unauthorized intervention or other causes beyond Sponsor's control, corrupt the administration, security or proper play of the Contest. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE CONTEST. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

8. **PRIVACY.** All personal information collected by Sponsor will be used for administration of the Contest. In addition, winners shall receive email correspondence from, or on behalf of the Sponsor and Prize Providers, subject to the Sponsor's privacy policy. Sponsor and Prize Providers use reasonable commercial efforts to comply with federal CAN-SPAM guidelines, and entrants may subsequently opt-out of receiving further emails by following the opt-out instructions contained in the email.
- ~~9.~~ **WINNER'S LIST AND CONTEST RULES.** To obtain a copy of these official rules or a winners' list within 90 days of the close of the Contest, send your request and a self-addressed stamped envelope to: The St. Johns Cultural Council, 15 Old Mission Ave, St. Augustine, FL 32084.
10. By participating in this Contest, the participant fully releases, discharges, and holds harmless the Sponsor and all associated sponsors, advertisers and Prize Providers, including the St. Johns Cultural Council and St. Augustine, Ponte Vedra and the Beaches Visitors and Convention Bureau, and all associated consultants from and against any and all actions, charges, claims, losses, costs, damages, expenses (including attorneys' fees and expenses) and liabilities of any kind or character, whether known or unknown, in connection with, arising out of, or in any way related to, his/her participation in the Contest and/or use of the Prize.

This Giveaway is in no way sponsored, endorsed, or administered by, or associated with, Instagram.

© 2019 St. Johns Cultural Council. All rights reserved.