



NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

1. Eligibility: The Pearl of the Pecos Heritage Art Contest (POP) is open only to those who sign up at the <https://www.pearlofthepecos.org/heritage-fest-art-contest> and who are 3-years of age or older as of the date of entry. The Campaign is only open to everyone and is void where prohibited by law. Employees of Creative Carlsbad Arts Council (CCAC), its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the "Employees"), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Campaign. The Campaign is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.
2. Agreement to Rules: By participating, the Contestant ("You") agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of the CCAC as final and binding as it relates to the content of this Campaign.
3. Campaign Period: Entries will be accepted online starting on 1 September 2020, 12:00 am MST and ending 30 April 2021, 12:00 PM, MST. All online entries must be received by 30 April 2021, 12:00 PM, MST.
4. How to Enter: The Campaign must be entered by submitting an entry using the online form provided at <https://www.pearlofthepecos.org/heritage-fest-art-contest>. The entry must fulfill all Campaign requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of CCAC. Optional verbiage to include: You may enter only once. You must provide the information requested. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If You use fraudulent methods or otherwise attempt to circumvent

the rules, your submission may be removed from eligibility at the sole discretion of CCAC

5. Prizes: The Winner(s) of the Campaign (the “Winner”) will receive

Cash Prizes:

- Best in show \$500
- Best in show Age 3-17 \$250
- 1st Place \$250
- 2nd Place \$100
- Citizen’s Choice \$50
- Age 3-6 Honorable Mention \$50
- Age 7-10 Honorable Mention \$50
- Age 11-14 Honorable Mention \$50
- Age 15-17 Honorable Mention \$50
- Age 18 and over Honorable Mention \$50

. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by CCAC. No cash or other prize substitution shall be permitted except at CCAC’s discretion. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for CCAC to use Winner’s name, likeness, and entry for purposes of advertising and trade without further compensation unless prohibited by law.

6. Odds: The odds of winning depend on the number of eligible entries received.

7. Winner Selection and Notification: Winner will be selected by a panel of judges under the supervision of CCAC. Winner will be notified by email within five (5) days following selection of Winner. CCAC shall have no liability for Winner’s failure to receive notices due to spam, junk e-mail, or other security settings or for Winner’s provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within 10 days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected. Receipt by

Winner of the prize offered in this Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT CCAC'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

8. Rights Granted by You: By entering this content (e.g., photo, video, text, etc.), You understand and agree that CCAC anyone acting on behalf of CCAC and CCAC's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes. without any further compensation, notice, review, or consent. Optional verbiage for Contests: By entering this content, You represent and warrant that your entry is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, You will be disqualified at the sole discretion of CCAC. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless CCAC from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which CCAC may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

9. Terms & Conditions: CCAC reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond CCAC's control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, CCAC may select the Winner from all eligible entries received prior to and/or after

(if appropriate) the action taken by CCAC. CCAC reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions. CCAC has the right, in its sole discretion, to maintain the integrity of the Campaign, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Campaign rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such an attempt be made, CCAC reserves the right to seek damages to the fullest extent permitted by law.

10. Limitation of Liability: By entering, You agree to release and hold harmless CCAC and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Campaign and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

11. Disputes: THIS Campaign IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND New Mexico, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Campaign, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Campaign, shall be resolved individually,

without resort to any form of class action, exclusively before a court located in New Mexico having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Campaign). Participant further waives all rights to have damages multiplied or increased.

12. Winners List: To obtain a copy of the Winner's name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: Pearl of the Pecos ACD, 110 S Canyon St, Carlsbad, New Mexico, 88220, USA. Requests must be received no later than [15 May 2021, 6:00 PM, MST.

13. Sponsor: The Sponsor of the Pearl of the Pecos Heritage Art Contest is Creative Carlsbad Arts Council, 110 S Canyon St, Carlsbad, New Mexico, 88220, USA.

14. The Pearl of the Pecos Heritage Art Contest is hosted by CCAC and is in no way sponsored, endorsed, administered by, or associated with Facebook.

15. ____ By checking here, You, the Contestant, have affirmatively reviewed, accepted, and agreed to all of the Official Rules.