



Crystal Bridges

Museum of American Art

***Narcissus Garden* Guessing Contest – Official Rules**

- 1. Organizer:** The Competition is organized by Crystal Bridges Museum of American Art, located at 600 Museum Way, Bentonville, AR 72712 (“Organizer”).
- 2. Binding Agreement:** In order to enter the Competition, each entrant (“you”) must agree to these Official Rules. Therefore, please read these Rules carefully prior to entry to ensure that you understand and agree. Submission of an entry in the Competition constitutes agreement to these Rules. These Rules form a binding legal agreement between you and the Organizer with respect to the Competition.
- 3. Eligibility:** The Competition is open to residents of the United States. Employees of Organizer and its affiliates, as well as their immediate families (spouse, parent, sibling, child, and spouse of any of the foregoing) and those living in their immediate households, whether or not related, are not eligible to enter the Competition or to win a prize. The Competition is subject to all applicable federal, state, and local laws and regulations, and is void where prohibited by law.
- 4. Entry Period:** The Competition entry period begins Monday, September 13, 2021 at 8 p.m. and ends on Friday, September 17, 2021, at 12 p.m. (the “Entry Period”).
- 5. How to Enter:** Follow @crystalbridgesmuseum on Instagram, and comment one time on the Competition Instagram post on @crystalbridgesmuseum’s page. Entering more than once will not increase odds of winning. If an Instagram user submits more than one Entry, only their first Entry will be considered valid. No purchase is necessary to enter. Purchases will not increase odds of winning.
- 6. Submission Requirements:** By submitting an entry in the Competition (the “Submission”), you represent, warrant, and agree to the following:
 - You have not entered into or become subject to any contract, agreement, or understanding that conflicts with your ability to enter into this legally binding agreement and convey the rights set forth herein.
 - The Organizer accepts no responsibility for lost or delayed submissions.
- 7. License Grant:** By making a Submission, you hereby acknowledge that you shall not be entitled to any monetary compensation by the Organizer.
- 8. Winner Selection:** On Friday, September 17, 2021, the Organizer will identify the submission that is closest to the accurate number of spheres in *Narcissus Garden* by Yayoi Kusama at Crystal Bridges. The Winner will be final and is not subject to appeal or additional review. The Winner will be notified by Crystal Bridges via Instagram comments and direct messages. The Organizer will use social media as the sole means of notifying the winner. In case of a tie, one Winner will be selected at random by a random

number generator. Any potential winner who cannot be contacted within forty eight (48) hours of attempted first notification may result in disqualification and forfeiture of his or her prizes.

9. Prizes: Two (2) adult tickets to North Forest Lights at Crystal Bridges (cash value of \$44); Two (2) adult tickets to Crystal Bridges at 10 at Crystal Bridges (cash value of \$10)

There is no cash alternative and prizes must be taken as offered. All federal, state, and local taxes on the value of the prizes are the sole responsibility of the winners. Return of any prize/prize notification may result in disqualification and selection of an alternate winner. Any potential winner who cannot be contacted within forty eight (48) hours of attempted first notification may result in disqualification and forfeiture of his or her prizes.

10. Right to Use Name, Likeness, and Other Identifying Information: By making a Submission, you grant to Organizer, its affiliates, and their respective successors and assign the right, except where prohibited by law, to, including, but not limited to, press and social media communications, without further compensation to you.

11. General Conditions: This Competition is governed by the laws of the State of Arkansas, United States. All federal, state, and local laws and regulations apply. By participating in this Competition, you agree to be bound by the terms of these Official Rules which will be posted on CrystalBridges.org throughout the Entry Period, and by the decisions of Organizer, which are final and binding on all matters pertaining to this Competition.

Organizer reserves the right, at its sole discretion, to disqualify any entrant found to be (1) tampering or attempting to tamper with the entry process or the operation of the Competition; (2) violating the Official Rules; (3) violating the terms of service, conditions of use, or general rules or guidelines of any Organizer property or service; or (4) acting with the intent to annoy, abuse, threaten, or harass any other person. Any false information provided within the context of the Competition by any entrant concerning identity, postal address, or ownership of rights in the Submission, and/or non-compliance with Official Rules may result in the immediate elimination of the entrant from the Competition. Organizer further reserves the right to disqualify any entry that it believes, in its sole discretion, infringes or violates the rights of any third party or otherwise does not comply with the Official Rules.

This Competition is in no way sponsored, endorsed, or administered by, or associated with, Facebook, Twitter, Instagram, or Pinterest. The Organizer hereby releases Facebook, Twitter, Instagram, and Pinterest of any liability relating to the Competition.

The Organizer, its affiliates, and their respective officers, directors, trustees, employees, agents, successors, and assigns (collectively, the "Released Parties") are not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, or delay in operations or transmission. Released Parties are not responsible for theft or destruction, or unauthorized access to or alterations of Competition materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind. Released Parties are not responsible for inaccurate transmissions of or failure to display Competition materials as a result of technical problems or traffic congestion on the Internet or at any website or any combination thereof.

12. LIMITATIONS OF LIABILITY; INDEMNIFICATION: TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY LIABILITY, CLAIMS,

DEMANDS, LOSSES, DAMAGES, COSTS AND EXPENSES RESULTING FROM, RELATED OR INCIDENTAL TO (1) ANY ACT, OMISSION, DEFAULT OR BREACH BY YOU OF THE RULES OR ANY WARRANTY BY YOU SET FORTH HEREIN; AND (2) YOUR PARTICIPATION IN THE COMPETITION AND/OR YOUR USE OR ACCEPTANCE OF ANY PRIZE WON.

13. **Severability:** If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.