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# A CAPITOL FOURTH

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## Patriotic Photo Contest Official Rules

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

1. Eligibility: This Campaign is open only to those who sign up at the <http://www.pbs.org/a-capitol-fourth/photo-contest> or on Facebook.com, Instagram.com or Twitter.com using #PatrioticPhotoContest and tagging the appropriate official “A Capitol Fourth” social media page and who are 18 years or older as of the date of entry. The Campaign is only open to legal residents of the United States of America, and is void where prohibited by law. Employees of Capital Concerts, Inc., 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 Participant (“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 Capital Concerts, Inc. as final and binding as it relates to the content of this Campaign.

3. Campaign Period: Entries will be accepted online starting on June 27, 2019 and ending June 30, 2019. All online entries must be received by June 30, 2019 at 5pm EST.

4. How to Enter: The Campaign must be entered by submitting an entry using the online form provided at <http://www.pbs.org/a-capitol-fourth/photo-contest> or on Facebook.com, Instagram.com or Twitter.com using #PatrioticPhotoContest and tagging the appropriate official “A Capitol Fourth” social media page. 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 Capital Concerts, Inc. 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 Capital Concerts, Inc.

5. Prizes: The Winner(s) of the Campaign (the "Winner") will receive an 8x10 copy of their winning photograph submission signed by talent appearing on "A Capitol Fourth." The winning photograph will also be highlighted across official "A Capitol Fourth" social media pages. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by Capital Concerts, Inc. No cash or other prize substitution shall be permitted. 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 Capital Concerts, Inc. 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: Twelve (12) finalists will be chosen from the entries received. Winner will be selected by online vote on the official "A Capitol Fourth" Facebook page running from July 1, 2019 10am EST until July 3, 2019 5pm EST under the supervision of Capital Concerts, Inc. Winner will be notified by email within five (5) days following selection of Winner. Capital Concerts, Inc. 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 5 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 CAPITAL CONCERTS, INC.'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 your photograph, You understand and agree that Capital Concerts, Inc., anyone acting on behalf of Capital Concerts, Inc., and it'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, unless prohibited by law. 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 Capital Concerts, Inc. 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 Capital Concerts, Inc. from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which Capital Concerts, Inc. 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: Capital Concerts, Inc. 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 Capital Concerts, Inc.'s control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, Capital Concerts, Inc. may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Capital Concerts, Inc.

Capital Concerts, Inc. 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. Capital Concerts, Inc. 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, Capital Concerts, Inc. 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 Capital Concerts, Inc. and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, directors and the Public Broadcasting Service 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 THE DISTRICT OF COLUMBIA 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 the District of Columbia having jurisdiction. Further, in any such dispute, under no circumstances shall the 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. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the Capital Concerts, Inc. website. To read the Privacy Policy, click [here](#).

13. 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: Patriotic

Photo Contest c/o Capital Concerts 499 S Capitol St SW Suite 504 Washington, DC 20003. Requests must be received no later than August 1, 2019.

14. Sponsor: The Sponsor of the Campaign is Capital Concerts 499 S Capitol St SW Suite 504 Washington, DC 20003.

15. Facebook: If you use Facebook to communicate or administer a contest or sweepstakes, include the following: The Campaign hosted by Capital Concerts, Inc. is in no way sponsored, endorsed, administered by, or associated with Facebook.

16. By using the hashtag and/or submitting, You, the Participant, have affirmatively reviewed, accepted, and agreed to all of the Official Rules.