

## **FREE ARTS NYC SWEEPSTAKES - THE OFFICIAL RULES**

**NO PURCHASE, DONATION OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A DONATION OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.**

By participating in a Sweepstakes on RallyUp, you agree to these Official Rules and all decisions by the Sponsor of the Sweepstakes (“Sponsor”), which are final and binding in all matters.

**SWEEPSTAKES ELIGIBILITY:** Sweepstakes are open only to legal residents of the 50 United States, the District of Columbia, countries in the EU, U.K., and Canada who are 18 (except 19 in Alabama and Nebraska and 21 in Mississippi) years of age as of the date of entry or of legal age of majority or older in their country of residence. Canadian winners will be required to correctly answer a mathematical skill testing question as a condition of receiving a prize. Sweepstakes is void in Cuba, Islamic Republic Of Iran, Iraq, Democratic People’s Republic Of Korea, Myanmar, Sudan, Syrian Arab Republic, the Province of Quebec, and any place where offering the sweepstakes or the awarding of a prize is prohibited. All international, federal, state and local laws, rules and regulations apply. Void where prohibited by law.

Participants are responsible for reviewing specific restrictions on sweepstakes entry and/or eligibility to receive a sweepstakes prize in their country of residence. Some countries may allow you to enter a sweepstakes but not allow you to receive a prize.

Directors, officers, and employees of Free Arts NYC and their respective parents, affiliate companies, subsidiaries, agents, advertising, fulfillment, marketing and promotion agencies, employees of KAWS Inc. and anyone involved in the development or execution of the Sweepstakes are not eligible to participate in the Sweepstakes, nor is any immediate family member (spouse, parents, siblings, and children and their respective spouses, regardless of where they live) or household member, whether or not related, of any excluded person.

**SWEEPSTAKES PROMOTION PERIOD:** The start date, end date, and drawing date are listed on Sweepstakes Campaign Page (“Campaign Page”) here: <https://freeartsnyc.rallyup.com/kaws>. Time keeping device of the Sponsor is the official clock of the Sweepstakes.

**HOW TO ENTER A SWEEPSTAKES:** RallyUp offers several different ways to enter a Sweepstakes. See below for all methods of entry.

**To Make a Donation:** To enter by making a donation, visit the Campaign Page at <https://freeartsnyc.rallyup.com/kaws> and follow the on-screen instructions to make a

donation online with your credit card. Donation entries will receive the applicable number of entries listed on the Campaign Page for the specified donation level.

All donations must be made online through the Campaign Page via credit card and must be processed completely before the end date of the Sweepstakes. Donations not completed by the end date will not count as entries. No phone donations will be accepted. Illegible, incomplete, forged, mechanically reproduced or altered entries will be not accepted. All entries become the property of Sponsor and will not be returned. Donations made in this Sweepstakes, less any transaction fees and processing costs, will go directly to the Sponsor.

**To Enter for Free:** To enter without donating, visit the Campaign Page here <https://freeartsnyc.rallyup.com/kaws> and scroll to the bottom to view the “Alternate Method of Entry” link. Click on the link to generate your free entry form and mail it per the instructions provided. Limit of one mail-in entry per person/household for each Sweepstakes. Each free entry submitted will receive entries equal to the average number of entries received by those who made donations for the Sweepstakes. If the average number of entries by donation is not a whole number, your average number of entries received will be rounded up to the next whole number. (Example: 2.3 entries will be rounded up to 3 entries.) Those who do not follow all of the instructions, fail to provide the required information with their donations or on their entry forms, or fail to abide by these Official Rules or other instructions of Sponsor may be disqualified at the Sponsor’s sole and absolute discretion. All entries that are late, illegible, incomplete, misdirected, damaged, destroyed, forged or otherwise not in compliance with the Official Rules may be disqualified at Sponsor’s sole and absolute discretion. In the event of a dispute as to the identity of any entrant, the entry will be deemed submitted by the account holder of the credit card on which the donation was charged (if entry via donation method) or by the account holder of the e-mail address used to enter. “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 (e.g., business, educational institute) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Winner(s) may be required to show proof of being the credit card holder or authorized account holder. If a dispute cannot be resolved to the Sponsor’s satisfaction, the Potential Winner(s) will be disqualified.

**SPECIAL NOTE ABOUT TAXES:** Donations made to a Sweepstakes may not be tax-deductible in your jurisdiction and the Winner’s prize may be taxable in your jurisdiction. Consult a tax professional. You agree that Sponsor nor RallyUp is not providing any accounting, tax or legal advice.

**WINNER SELECTION AND ODDS OF WINNING:** Sponsor or designee will conduct a random drawing, and will award the prize(s), on the drawing date listed on

the Campaign Page from all eligible entries received for each drawing to determine the Potential Winner(s) (“Potential Winners”). Entries are subject to verification by the Sponsor, and Potential Winners are not final Winners and will not receive a prize until their eligibility has been verified by Sponsor pursuant to rule 6. Odds of winning any drawing depend upon the total number of eligible entries received for each drawing. Sponsor reserves the right in its sole discretion to disqualify all suspect entries.

**PRIZES:** The prize(s) are described on the Campaign Page and in any special Campaign rules, including the approximate retail value for the prize(s). In the event that Sponsor is unable to provide a Winner with his/her prize(s), Sponsor may elect, in its sole and absolute discretion, to provide Winner(s) with an alternate prize of equal or greater value. If a Winner declines a prize for any reason, the Winner will not receive any substitution or reimbursement of the prize or portion thereof. Taxes and fees, if any, including shipment and delivery are the sole responsibility of each Winner. The prizes are provided as-is with no guarantee. All warranties, whether express or implied, including the warranties of authenticity, quality, value, merchantability and fitness for a purpose, are hereby disclaimed by the Released Parties (as defined below) and the Released Parties make no representations in this regard. All prize details are at sponsor’s sole discretion.

**VERIFICATION OF WINNERS AND DELIVERY OF PRIZES:** Potential Winner(s) will be notified by email or phone within thirty (30) business days after being selected in a drawing by Sponsor or its representative. Potential Winners are not Winners of any prize until their eligibility has been verified and they have received notice from Sponsor that they have won a prize, even if any information on Sponsor’s website on any other location indicates that an entrant has won. Potential Winner(s) will be required to sign an affidavit of eligibility and liability release and, where permitted, a publicity release. If a Potential Winner cannot be contacted within seventy-two (72) hours after Sponsor attempts notification, is ineligible to win a prize, fails to return any and all requested documentation within the time stated on the notification (whether or not Potential Winner actually receives that notification), refuses the prize, or otherwise fails to comply with these Official Rules, then the Potential Winner forfeits the prize in its entirety. If a Potential Winner forfeits a prize, Sponsor will select a substitute Potential Winner by random drawing of the remaining eligible entries.

**USE OF NAME AND LIKENESS:** Unless it is otherwise prohibited by law, by accepting any prize, each Winner expressly grants to Sponsor, and their respective designees, to use and publish his/her name, likeness, and photograph for advertising, promotional, publicity and other purposes in connection with this Sweepstakes (“Advertising”) in any manner, in any and all media, now known or hereinafter devised, worldwide, in perpetuity, without further payment or consideration, notification, or permission (unless prohibited by law). Each Winner further agrees to execute any specific consent needed or requested by Sponsor or its designees in furtherance of such

use. All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsor and/or its licensors, and each Winner hereby disclaims and waives any claim of right to such Advertising and any of Sponsor's intellectual property used therein. Such Advertising shall be solely under the control of Sponsor and/or its licensors, and each Winner hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of such winning recipient's name, likeness or voice under contract, tort or any other theory of law.

**RELEASE; LIMITATIONS OF LIABILITY; GENERAL CONDITIONS:**

Sponsor, RallyUp, Brian Donnelly, KAWS Inc., and their respective parents, affiliates, subsidiaries, advertising, fulfillment, marketing, and promotion agencies, and all of their respective officers, directors, shareholders, partners, members, principals, employees, volunteers, agents, professionals, contractors or suppliers (collectively, "Released Parties") are not responsible for: (a) late, lost, stolen, damaged, garbled, incomplete, mistyped, misaddressed or misdirected entries, emails, mail or communications; (b) errors (including printing), omissions, interruptions, deletions, defects, or delays in operations or transmission of information, whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices; (c) electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's email account to receive email messages or insufficient space on an entrant's computer; and (d) errors in the administration of this Sweepstakes. Sponsor reserves the right, at its sole discretion, to modify, cancel, terminate or suspend the Sweepstakes should any virus, bug, technical failures, unauthorized human intervention or other causes beyond Sponsor's control, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes. In the event of any such cancellation, termination or suspension, a notice will be posted and Sponsor in its sole discretion may select Potential Winners among all eligible, nonsuspect entries received prior to such time. Sponsor and RallyUp reserve the right, in their sole discretion, to disqualify entrants who tamper with the entry process or if their fraud or misconduct affects the integrity of the Sweepstakes or if they engage in any inappropriate or unacceptable behavior in connection with the Sweepstakes. Released Parties reserve the right to correct clerical or typographical errors in promotional materials.

By participating in this Sweepstakes, you agree to release and hold harmless the Released Parties from and against any claim or cause of action, whether known or unknown, including but not limited to, personal injury, death, damage to or loss of property, failure to win, any fines, fees, costs, taxes, and expenses associated with participation in the Sweepstakes, a privacy violation that may arise out of your participation in the Sweepstakes, your receipt or use or misuse of any prize, the value of a prize, or any damage or loss to a prize, including to the extent incurred during shipping or delivery.

**DISPUTES:** Except where prohibited, you agree that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by a United States District Court in New York; (2) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, and in no event will you be entitled to receive attorneys' fees or other legal costs; and (3) under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses in entering the Sweepstakes, and waive any and all rights to have damages multiplied or otherwise increased. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws in New York, without giving effect to any choice of law or conflict of law rules which would cause the application of the laws of any jurisdiction other than the state of New York.

**CAUTION:** Sponsor and RallyUp reserve the right at their sole discretion to disqualify any individual found to be tampering with the participation process or the operation of the Sweepstakes, or to be acting in any manner deemed by the Sponsor or RallyUp to be in violation of these Official Rules, or to be acting in any manner deemed by the Sponsor or RallyUp to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person and void all associated entries and/or registrations. ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

**ENTRANT'S PERSONAL INFORMATION:** By entering this Sweepstakes, you consent to the collection, use and disclosure of your personal information for the purpose of administering this Sweepstakes and prize fulfillment. You may also have the opportunity to sign up to receive promotional emails from parties associated with the Sweepstakes, including the Sponsor's donor mailing list. Your choice to consent to such emails or to opt out of such emails in future does not impact your chances of winning.

**PRIVACY:** Any personal information that an entrant provides in connection with the Sweepstakes shall be used by Sponsor or RallyUp, and their agents to administer this Sweepstakes, contact entrants, and for the other purposes set forth in RallyUp's Privacy Policy. By entering this Sweepstakes, you agree to and accept that privacy policy.

**WINNERS LIST:** For a winners list, send a self-addressed stamped envelope to:  
RallyUp.com, Inc., c/o Winners List, 7650 E. Broadway Blvd, Suite 203, Tucson, AZ  
85710 no later than 30 days after the end date of the Campaign and include the name of  
the Campaign.

**SPONSOR:** FREE ARTS FOR ABUSED CHILDREN OF NEW YORK CITY INC.