



Franklin Park Conservatory Social Media Contest Rules – #ChihulyFPC Instagram Contest

1. NO PURCHASE IS NECESSARY TO ENTER OR WIN. A purchase will not increase your chances of winning. Participation constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules. The #ChihulyFPC Instagram Contest ("Contest") will be held online from Aug. 2, 2019 ("Contest Start Date") to Nov. 6, 2019 ("Contest Period"). Contest is sponsored by Franklin Park Conservatory and Botanical Gardens (the "Sponsor") who is solely responsible for all aspects of this Contest.

2. ELIGIBILITY. The Contest is open to legal residents of the United States of America who are 18 years of age or older as of "Contest Start Date." Sponsor's employees and their immediate families are not eligible to participate or claim a prize. Void where prohibited or restricted by law. All federal, state and local laws, rules and regulations apply. By participating, entrants agree to abide by all terms of these Official Rules and to the decisions of the judge and waive any right to claim ambiguity in the Contest or these Official Rules.

3. HOW TO ENTER. As of the end of the Contest Period, the entrant must:

a) Have a public Instagram account and follow @fpconservatory on Instagram. To download this app, go to [instagram.com](https://www.instagram.com). To change your Instagram account to public, go to Settings > Privacy > Account Privacy, and switch the Private Account tab off.

b) Post your photo/s of the *Chihuly: Celebrating Nature* exhibition on your own Instagram account page, include the #FranklinParkConservatory and #ChihulyFPC hashtags in the caption.

c) Multiple submissions are permitted throughout the duration of the contest. One winner will be announced the Wednesday before the monthly Chihuly Nights events. To be eligible, photos must be posted before 11:59 a.m. ET on Aug. 7, Sept. 11, Oct. 9, and Nov. 6, 2019.

4. INTERNET LIMITATIONS OF LIABILITY. If for any reason this Contest is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Contest in whole or in part, at any time, without notice and award the prizes using all non-suspect eligible entries received as of this termination date. The Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Sponsor is not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by the Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage

to participant's or any other person's computer relating to or resulting from participation in this Contest or downloading any materials in this Contest. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE; THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the authorized Instagram account holder of the submitted entry at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an Instagram account by Instagram.

5. SELECTIONS AND NOTIFICATION OF WINNERS. Winners will be determined by the Wednesday prior to each monthly event (Aug. 7, Sept. 11, Oct. 9, and Nov. 6, 2019) by Sponsor's staff from among all eligible entries. Each winner of each monthly winner announcement will be notified on or after Aug. 7, Sept. 11, Oct. 9, and Nov. 6, 2019 respectively via Instagram and need not be present to win. Winners are solely responsible for all travel costs that might be required to visit Franklin Park Conservatory and Botanical Gardens. The winner will be disqualified, and an alternate winner will be selected if a selected winner fails to comply with these rules; cannot be contacted; is ineligible; fails to claim a prize or fails to return the completed and executed Affidavit and Releases, in the stated time period as required, or if the prize notification or prize is returned as undeliverable. Acceptance of a prize constitutes permission to use the winners' names, likenesses, and statements for promotional and publicity purposes without additional compensation or limitation unless prohibited by law. All decisions of the Sponsor regarding the selection of winners, notification and substitution of winners in accordance with these Official Rules shall be binding and final.

6. PRIZES AVAILABLE. Winners will receive prizes as described in the respective monthly contest promotion and as outlined below. All prizes must be redeemed by respective expiration dates as listed on each asset below. Substitutions of similar value will be made at the sole discretion of the Sponsor if offers are no longer available. The prize is not transferable, assignable or redeemable for cash and if not used will be forfeited. Approximate retail values (ARV) of prizes are listed below.

a) A pair of special engagement event tickets to Chihuly Nights at Franklin Park Conservatory. \$22 ARV per ticket. Must be redeemed by Nov. 8, 2019.

7. INDEMNIFICATION AND RELEASE. By entering the contest and participating in any promotions relating thereto, each entrant agrees to release and hold Sponsor, their respective affiliates, subsidiaries, parent companies, officers, directors, shareholders, employees, agents, participating retailers and any other companies participating in the design, administration or fulfillment of this sweepstakes and their respective officers, directors, employees, and agents, harmless from any and all losses, rights, claims, injuries, damages, expenses, costs or actions of any kind resulting in whole or in part, directly or indirectly, from participation in this sweepstakes or any sweepstakes-related activity, or acceptance, possession, use or misuse of the prize or parts thereof, including without limitation personal injuries, death and property damage and claims based on publicity rights defamation or invasion of privacy.

8. TAX INFORMATION. All applicable Federal, state and local tax liabilities and any other incidental expenses, fees or costs associated with the receipt or use of any prize are the sole responsibility of the winner.

9. WINNER'S LIST. An Official Winner's List and/or copy of these Official Rules will be available after Nov. 6, 2019 and through May 31, 2020. Please specify which document is requested and send a self-addressed, stamped envelope to Franklin Park Conservatory, 1777 East Broad Street, Columbus, OH 43203.

10. SPONSOR. Franklin Park Conservatory and Botanical Gardens: 1777 East Broad Street, Columbus, OH 43203.