

## ART U Trivia Instagram Story Contest Rules and Regulations:

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

1. Eligibility: This ART U Trivia Instagram Story Contest is open only to those who follow @academy\_of\_art on Instagram and answer all 5 questions about ART U correctly. Employees of Academy of Art University, 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 contest. The contest 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 Academy of Art University as final and binding as it relates to the content of this contest.
3. Contest Period: Entries will be accepted online starting on August 5, 2019 and ending August 6, 2019. All online entries must be received by 10am August 6, 2019 PDT.
4. How to Enter: This ART U Trivia Instagram Story Contest must be entered by following @academy\_of\_art on Instagram, answer all 5 questions about ART U correctly. 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 Academy of Art University.
5. Prizes: The Winner(s) of the ART U Trivia Instagram Story Contest will receive an ART U swag bag estimated at \$100 value. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by Academy of Art University. No cash or other prize substitution shall be permitted except at Academy of

Art University'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 Academy of Art University 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 an expert panel under the supervision of Academy of Art University. Winner will be notified by Instagram Direct Message within three (3) days following selection of Winner. Academy of Art University shall have no liability for Winner's failure to receive notice. If Winner cannot be contacted, is ineligible, fails to claim the prize within 30 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 contest is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT ACADEMY OF ART UNIVERSITY'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 Academy of Art University, anyone acting on behalf of Academy of Art University, and Academy of Art University'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 contest, and biographical information for news,

publicity, information, trade, advertising, public relations, and promotional purposes. without any further compensation, notice, review, or consent. 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 Academy of Art University. 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 Academy of Art University from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which Academy of Art University 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: Academy of Art University reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the ART U Trivia Instagram Story Contest should virus, bug, non-authorized human intervention, fraud, or other cause beyond Academy of Art University's control corrupt or affect the administration, security, fairness, or proper conduct of the contest. In such case, Academy of Art University may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Academy of Art University. Academy of Art University 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 contest or violates these Terms & Conditions. Any attempt by an entrant to deliberately damage or undermine the legitimate operation of the contest may be a violation of criminal and civil laws. Should such attempt be made, Academy of Art University 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 Academy of Art University 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 ART U Trivia Instagram Story Contest 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. The Winners List: For the names of the Winners, available after August 6, 2019, visit [instagram.com/academy\\_of\\_art](https://www.instagram.com/academy_of_art), or send a self-addressed, stamped envelope to be received by August 6, 2019 to: ART U Trivia Instagram Story Contest, Academy of Art University, 79 New Montgomery Street, San Francisco, CA 94105.

12. Sponsor: The Sponsor of the Campaign is Academy of Art University. This Contest is in no way sponsored, endorsed or administered by, or associated with Instagram. Entrants are providing information to Sponsor and not to Instagram.