

# Portage Center for the Arts BIG Summer Sweepstakes Official Rules

## OFFICIAL RULES

1. **ELIGIBILITY: NO PURCHASE NECESSARY TO ENTER OR CLAIM PRIZE.** Making a donation to Portage Center for the Arts (PCA) will not improve your chances of winning. Sweepstakes is void where otherwise restricted or prohibited by law. To enter Portage Center for the Arts BIG Summer Sweepstakes (the "Sweepstakes"), you: (i) must be a citizen of the United States or a lawful permanent resident of the United States; (ii) must be 18 years of age or older at the time of entering the Sweepstakes; and (iii) must not be considered a minor in your state of residence.

2. **TO ENTER SWEEPSTAKES:** Sweepstakes begins on or about May 15, 2023. To enter, complete the official Sweepstakes entry form(s) and mail, no later than July 31, 2023, to: Portage Center for the Arts, PO Box 866, Portage WI 53901. All entries must be post-marked on or before July 31, 2023.

### 3. PRIZES:

One (1) Grand Prize: \$1,000.00. Paid by check.

One (1) First Prize: \$500.00. Paid by check.

One (1) Second Prize: gift certificate for season tickets to PCA's Concert Series. Retail value: \$120.00. Cannot be redeemed for cash.

One (1) Third Prize: gift certificate for season tickets to PCA's Concert Series. Retail value: \$120.00. Cannot be redeemed for cash.

4. **DRAWINGS:** All prize winners will be selected from all eligible entry forms received via a random drawing held on or about August 4, 2023. Selected winners will be notified by PCA via telephone, mail or the email address supplied during entry at PCA's sole discretion. The odds of winning depend on the number of eligible entries received. PCA's decisions are based on its sole discretion and interpretation of these official rules, and are final and binding in all respects. If a potential winner does not respond to the prize notification within ten (10) business days from the first notification attempt, then such entrant will be disqualified and an alternate winner will be selected. If said alternate winner does not respond, the prize category will be considered void.

5. **GENERAL:** By participating, entrants agree to be bound by these Official Rules and the decisions of PCA, which shall be final and binding in all respects and in all matters relating to this promotion. By participating, entrants and winners grant to PCA, and PCA's advertising and promotion agencies, the right to use entrant's and winner's name, photograph, likeness, statement, image and/or recorded audio and video footage, for trade, advertising, publicity and promotional purposes in perpetuity without compensation (unless prohibited by law) by PCA and those acting pursuant to PCA's direction, in all media now known or hereafter discovered, worldwide, including but not limited to the World Wide Web, without notice, review or approval and agrees to execute specific consent to such use if asked to do so. Winners will be required to complete an affidavit of eligibility, liability release (where legal) and publicity release, along with an IRS Form W9, which must be returned within the time specified by PCA. If documents are not returned in a timely manner, are returned as non-deliverable, or if winner is found to be ineligible or not in compliance with these Official Rules, winner will be disqualified. All taxes on

prizes and expenses relating to acceptance and use of prizes and not specified are the sole responsibility of winners. PCA may prohibit an entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, deception, or other unfair practices or intending to annoy, abuse, threaten or harass any other entrants, PCA, or Sweepstakes Entities. If for any reason this Sweepstakes is not able to be conducted as planned, including, but not limited to, causes beyond the reasonable control of PCA which corrupt or affect the administration, security, fairness, integrity or proper conduct of the promotion, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes and randomly draw from those entries received up to the cancellation/suspension date.

6. NO LIABILITY. In no event will PCA, its advertising and promotion agencies and all of their respective parents, affiliates, subsidiaries, agencies, agents and representatives and their respective employees, officers and directors be responsible or liable for any damages or losses of any kind, whether direct, indirect, incidental, consequential, punitive or other damages. PCA, its advertising and promotion agencies and all of their respective parents, affiliates, subsidiaries, agencies, agents and representatives and their respective employees, officers and directors are not responsible and shall not be liable for: (a) any human error which may occur in the processing of entries; (b) lost, late, or misdirected entries; or (c) any condition caused by events that may cause the promotion to be disrupted or corrupted.

7. CHOICE OF LAW AND VENUE: Except where prohibited, entrants agree that: (a) any and all disputes, claims, and causes of action arising out of or connected with this promotion, or any prize awarded, or the determination of the winner, shall be resolved individually, without resorting to any form of class action; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this promotion but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and/or PCA in connection with the promotion, shall be governed by, and construed in accordance with, the laws of the State of Wisconsin, without regard for conflicts of law doctrine, and all proceedings shall take place in the State of Wisconsin.

8. WINNERS LIST: To receive a list of the winners, mail a self-addressed stamped envelope by September 1, 2023 to: Portage Center for the Arts, PO Box 866, Portage WI 53901.