

SFMOMA Art Bash 2021 Dance Moves Sweepstakes Official Rules

(NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES)

ELIGIBILITY AND CONDITIONS

The Art Bash 2021 Dance Moves Sweepstakes (the “Sweepstakes”) is open only to current legal residents of the U.S. (excluding military bases overseas, Puerto Rico, and its Territories) who are at least 18 years old prior to the Sweepstakes start date. Void where prohibited or restricted by law. Employees, officers, directors, agents, representatives of SFMOMA, their immediate family members, and those living in their household, and each person or entity connected with the production, administration, or judging of the Sweepstakes, are not eligible. The Sweepstakes is sponsored by the San Francisco Museum of Modern Art, 151 Third Street, San Francisco, CA 94103 (“SFMOMA” or “Sponsor”).

SWEEPSTAKES PERIOD

The Sweepstakes begins April 4, 2021 at [11:00 a.m.] Pacific Daylight Time (“PDT”) and ends on April 15, 2021 at 11:59 p.m. PDT (the “Sweepstakes Period”).

ALL ENTRIES MUST BE SUBMITTED AND RECEIVED DURING THE SWEEPSTAKES SUBMISSION PERIOD.

HOW TO ENTER

To enter, (1) “Like” and “Save” the Art Bash 2021 Dance Moves Sweepstakes post that will live on SFMOMA’s Instagram feed from April 4, 2021 until April 15, 2021 (when the contest ends); (2) follow @SFMOMA on Instagram; (3) post a brief video on entrant’s Instagram feed showing dance move(s) of the entrant; and (4) tag @SFMOMA and #ArtBash2021 on the post, or see alternative means of entry below.

All entries must be received by the close of the Sweepstakes Period, 11:59 p.m. PDT, April 15, 2021. Only one entry per natural person (each an “Entrant”). By entering the Sweepstakes, Entrants agree to be bound by these Official Rules.

Links to the SFMOMA website Terms and Conditions and Privacy Policy can be found at <https://www.sfmoma.org/privacy-policy/> and <https://www.sfmoma.org/terms-use/>.

Alternate means of entry:

Entrants may also enter the Sweepstakes by submitting the following information:

First and last name of Entrant
Date of birth
Physical address
Email address
Phone number

to the following address:

SFMOMA
Attn: Marketing Department
151 Third Street
San Francisco, CA 94103

Mailed entries must be received by 11:59 p.m. PDT on April 15, 2021, to be eligible.

SELECTION AND NOTIFICATION OF WINNER

The Art Bash 2021 Dance Moves Sweepstakes winner (the “Winner”) will be selected through a random drawing at SFMOMA on or about April 16, 2021.

The Winner will be notified by direct message on the social media platform they used to enter on or about April 16, 2021.

The Winner authorizes SFMOMA to use their name, voice, likeness, biographical data, and city and state of residence in SFMOMA programming or promotional material, worldwide in perpetuity, without further compensation unless prohibited by law. SFMOMA is not obligated to use any of the above-mentioned information or materials, but may do so and may edit such information or materials, at SFMOMA’s sole discretion, without further obligation or compensation.

In the event of a dispute over an electronic entry, the Winner will be deemed the owner of the social media account from which the entry was submitted.

PRIZES

One (1) Winner will receive:

- (i) One (1) Exclusive Art Bash Gift Box with the following contents (total est. value \$295):
 - i. Limited-edition Bandanna and Pin by Alicia McCarthy;
 - ii. A copy of “The All of Us” Zine;
 - iii. “Portable gallery” of prints by 3 Bay Area artists;
 - iv. Limited-Edition Art Bash Tote by Martin Malvar; and
- (ii) One (1) Dual-Level SFMOMA Membership for a one-year period (est. value \$180)
- (iii) One (1) Set of 4 espresso coffee cups by illy Art Collection by Stefan Sagmeister (est. value \$125), (together, the “Prize”).

Approximate cash value of all prizes is \$600. Prizes are non-transferable, and may not be exchanged for cash or other prizes. SFMOMA, in its sole discretion, may substitute prizes of equal or greater value.

Odds of winning depend upon the total number of eligible entries received.

SFMOMA is not responsible for transportation or any other costs related to travel or otherwise in connection with a Winner’s use of the Prize. These costs are solely the responsibility of the Winner.

CONDITIONS

The Sweepstakes is subject to these Official Rules. By participating, Entrants agree: (i) to be bound by these complete Official Rules and the decisions of SFMOMA, which shall be final and binding; and (ii) to waive any right to claim ambiguity in the Sweepstakes or these Official Rules, except where prohibited by law. By accepting a Prize, Winner agrees to release SFMOMA and its affiliated entities, together with their respective directors, employees, officers, licensees, licensors and agents, and respective sponsors, advertising and promotion entities (collectively, the "Releasees"), from any and all liability, loss, or damage arising from or in connection with awarding, receipt and/or use or misuse of a prize or participation in any prize-related activities. SFMOMA reserves the right to cancel or suspend the Sweepstakes, in its sole discretion, should it receive fewer than 10 entries, or due to circumstances beyond its control, including natural disasters. Disputes regarding these Official Rules and/or this Sweepstakes will be governed by the internal laws of the State of California. Any and all legal actions or claims arising in connection with this Sweepstakes must be brought in a court of competent jurisdiction in California.

Sweepstakes may be suspended or cancelled in the event the legitimate play of the Sweepstakes is undermined or compromised. SFMOMA reserves the right to use the Sweepstakes for publicity purposes in any media, and to use the name, likeness, and hometown name, and/or prize information of Winner as part of that publicity, without any compensation or prior review unless prohibited by law. Taxes, if any, are the sole responsibility of Winner. This Sweepstakes is void outside the continental U.S., Alaska, and Hawaii, and where prohibited or restricted by law, and subject to applicable federal, state, provincial, and local laws.

SFMOMA and the Releasees shall not be liable for: (i) late, lost, delayed, stolen, misdirected, postage-due, incomplete, unreadable, inaccurate, invalid, garbled, or unintelligible entries, communications, or affidavits, regardless of the method of transmission; (ii) telephone system, telephone or computer hardware, software, or other technical or computer malfunctions, lost connections, disconnections, delays, or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) any injuries, losses, or damages of any kind caused by the prize or resulting from acceptance, possession, or use of a prize, or from participation in the Sweepstakes; or (v) any printing, typographical, administrative, or technological errors in any materials associated with the Sweepstakes. SFMOMA disclaims any liability for damage to any computer system resulting from participating in this Sweepstakes, and reserves the right, in its sole discretion, to cancel, modify, or suspend the Sweepstakes should a virus, bug, computer problem, unauthorized intervention, or other causes beyond SFMOMA's control, corrupt the administration, security, or proper play of the Sweepstakes.

SFMOMA may prohibit an Entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines such Entrant is attempting to undermine the legitimate operation of the Sweepstakes in any way by cheating, hacking, deception, or any other unfair playing practices, or intending to annoy, abuse, threaten, or harass any other players or SFMOMA representatives. Use of any automated system to participate is strictly prohibited and will result in disqualification. SFMOMA may disqualify at its sole discretion any entries it believes are created by an automated system. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS, AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE SWEEPSTAKES. SHOULD SUCH AN ATTEMPT BE MADE, SFMOMA RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

FACEBOOK, INSTAGRAM AND TWITTER DISCLAIMERS

This promotion is in no way sponsored, endorsed, or administered by, or associated with, Facebook, Instagram, or Twitter. You are providing your information to Sponsor and not to Facebook, Instagram, or Twitter. The information you provide will only be used for administering this contest and for marketing purposes in accordance with Sponsor's privacy policy, located at <https://www.sfmoma.org/privacy-policy/>.

WAIVER OF JURY TRIAL

Except as prohibited by applicable law and as a condition of participating in this Sweepstakes, each Entrant hereby irrevocably and perpetually waives any right s/he may have to a trial by jury in respect of any litigation directly or indirectly arising out of, under, or in connection with this Sweepstakes, any document or agreement entered into in connection herewith, any prize available in connection herewith, and any of the transactions contemplated hereby or thereby.

INTELLECTUAL PROPERTY

In exchange for the opportunity to participate in The ART Bash 2021 Dance Moves Sweepstakes described herein ("Sweepstakes"), entrants grant to SFMOMA, and to SFMOMA's agents, contractors and assigns, in an unlimited, non-exclusive and irrevocable license the right to use, screen, post, copy, display and distribute entrants social media handles, name, and Sweepstakes entry ("Entry") in all forms and media and in all manners, in whole or in part, in SFMOMA's sole discretion, for the Sweepstakes as well as for any other Museum purpose, including but not limited to promotional uses.

Entrants acknowledge that Entries shall become the SFMOMA's property, and that if SFMOMA selects my Entry for publication in any media, or for distribution on electronic media, including on its website or other social media sites, SFMOMA may modify, or edit the Entry, in any manner and in its sole discretion, including adjusting sound or other visual elements. Entrants understand that SFMOMA is not obligated to use Entry and may publish, post, and/or remove it at any time, in its sole discretion.

By entering the Sweepstakes, entrants warrant that they created their Entry and own all rights to Entries. Entrants agree to indemnify and hold SFMOMA harmless from any losses and liabilities (including attorney's fees) for any copyright infringement or any other claims arising out the SFMOMA's selection or use of Entry. Entrants agree not to make any claims against SFMOMA arising out of its use of Entry and that entrants are not entitled to any compensation for the use of my name or Entry, other than any Sweepstakes prize expressly listed herein. Entrants waive any right to inspect or to approve SFMOMA's publications or reproductions of Entry.

PRIVACY

All personal information collected by SFMOMA will be used for administration of the Sweepstakes and shall be governed by the terms of the SFMOMA Privacy Policy, which is located at <https://www.sfmoma.org/privacy-policy/>. In addition, Entrants may receive correspondence from, or on behalf of SFMOMA, subject to SFMOMA's Privacy Policy. SFMOMA uses reasonable commercial efforts to comply with Federal CAN-SPAM guidelines.

OFFICIAL RULES AND WINNERS LIST

For a copy of these Official Rules or the Winners List, send your request in a self-addressed, stamped envelope to: The Art Bash 2021 Dance Moves Sweepstakes, Attn: Marketing Department, 151 Third Street, San Francisco, CA 94103. Requests must be received by April 30, 2021.

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