



Omaha Summer Arts Festival Coloring Contest

Official Rules

2020 Omaha Summer Arts Festival Coloring Contest ("Contest")

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND
WILL NOT INCREASE YOUR CHANCE OF WINNING.**



- 1. ELIGIBILITY:** Participation is open only to children under the age of 19 that are in kindergarten through twelfth grades as of the date of entry. Void where prohibited or restricted by law. Employees of the Omaha Summer Arts Festival ("OSAF") Board of Directors, Vic Gutman and Associates, and any official independent art educator who is selecting winners, and each of their respective parents, related, subsidiary and affiliated companies, officers, directors, agents, and representatives (collectively "Releasees"), and each of their immediate family members (spouse, parents, children and siblings, and their respective spouses, regardless where they live) and individuals living in the same households of the above, whether or not related, are not eligible to enter or win a Prize. Each entrant, by participating in the OSAF Coloring Contest ("Contest"), agrees to be bound by these Official Rules and the OSAF and Program Manager's decisions. The Contest is subject to all applicable federal, state, and local laws and regulations.
 - 2. TO ENTER:** Contest begins at 12:00:00 a.m., Central Time ("CT"), on June 6, 2020 and ends at 11:59:59 p.m., CT, on June 15, 2020 ("Contest Period"). During the Contest Period, enter by coloring the Official OSAF's coloring sheet ("Official Coloring Sheet") distributed by the OSAF and available on summerarts.org. Your original colored version of the Official Coloring Sheet must be postmarked no later than June 15, 2020 to be eligible for consideration.
 - 3. ENTRY FORM:** Each submission must include a completed and signed in ink OSAF Coloring Contest Entry Form ("Entry Form") that is distributed with the Official Coloring Sheet. The Entry Form contains the entrant's name, age, school, grade and the parent or guardian's name, address, phone number and email address. No earlier than June 6, 2020, mail your Official Coloring Sheet along with the completed and signed Entry Form ("Official Entry") to Omaha Summer Arts Festival, ATTN: Coloring Contest, PO Box 31036, Omaha, Nebraska 68131. All official entries must be postmarked no later than June 15, 2020. Failure to submit both the Entry Form and the original drawing will disqualify the entry.
 - 4. LIMIT ONE (1) ENTRY PER PERSON:** Multiple entries will disqualify all related entries. Submission of an entry constitutes the entrant and entrant's parent or guardian's consent to participate in the Contest, and consent for the OSAF and the Program Manager to obtain and use the entrant's first and last name, photo, and certain non-identifying information for the purpose of administering this Contest. All entries become the property of OSAF and will not be returned to the entrant.
 - 5. WINNER SELECTION:** On or about June 23, 2020, independent art educators selected by the OSAF will select one first, second and third place winner in each of the following four grade categories Grades K-2, 3-5, 6-8, and 9-12 from all received eligible entries. Limit of one scholarship per person. The decisions of OSAF and the Program Manager are final in all matters relating to the Contest.
 - 6. ODDS:** The odds of winning depend upon the total number of eligible entries received.
 - 7. PRIZES:** Prizes will be awarded in four age (grade) categories as follows: Grades K-2, 3-5, 6-7 and 9-12. There will be a first-place prize and a second-place prize for each age group. Prizes will include gift certificates for art supplies, complimentary tickets to local theater productions, museums and cultural and environmental institutions. Prizes have no cash value and cannot be exchanged or returned.
 - 8. WINNER NOTIFICATION:** On or about June 25, 2020, each winner will be notified by telephone, email or U.S. mail. All potential winners are subject to eligibility verification by the Program Manager, whose decisions are final and binding in all matters related to the Contest. An entrant is not a winner unless, and until, the entrant's eligibility has been verified and the entrant has been notified that verification is complete. The winner's parent or guardian will need to sign a form acknowledging the Contest Rules.

The Prize may be awarded to an alternate if (i) the winner is not compliant with the Official Rules; (ii) the Prize notification letter is returned as undeliverable; or (iii) three good faith attempts to contact the winner live by telephone are unsuccessful (no messages will be left). No more than the stated number of Prizes will be awarded. In the event that production,
- technical, seeding, programming, or any other reasons cause more than the stated number of Prizes, as set forth in these Rules to be available and/or claimed, the OSAF and Program Manager reserves the right to award only the stated number of Prizes among all legitimate, un-awarded, eligible Contest claims.
 - 9. RELEASE:** Each entrant agrees, except where prohibited by law, to release and discharge, hold harmless and indemnify Releasees and all others associated with the development and execution of this Contest, from any and all tax liability that may be imposed or associated with receipt or use of the Prize, and from and against any and all claims, actions, proceedings, and liability for any damages, expenses, fees, injury, or losses sustained in connection with the Contest or acceptance, possession, use, misuse or nonuse of the Prize.
 - 10. PUBLICITY:** Except where prohibited by law, by entering the Contest, or by winning, entrants and the entrants' parents or guardians grant to the OSAF and the Program Manager and its designees the right to publicize the entrant's coloring sheet as well as his/her first and last name, photograph, image, likeness, voice, statements, and certain biographical information in all manner and media, worldwide and in perpetuity, for advertising, marketing, trade and promotion purposes, worldwide and in perpetuity, in any and all forms of media, now known or hereafter devised (including, without limitation, the Internet), without additional compensation, and without opportunity for review. Entrants and the entrants' parents or guardians represent that the entry described in these Contest Rules is an original work of authorship personally created by the entrant to which the entrant is entitled copyright protection.
 - 11. LIMITATIONS OF LIABILITY:** Releasees are not responsible for technical, computer, mechanical, printing, typographical, human or other errors relating to, or in connection with the Contest, including, without limitation, errors which may occur in connection with the administration of the Contest, the processing of entries, the announcement of the Prizes or in any Contest related materials; or for stolen, lost, late, misdirected, damaged, incomplete, inaccurate, undelivered, delayed or illegible entries or postage due entries or mail; or for electronic, computer, or telephonic malfunction or error, fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly, or are lost for any reason, including computer, telephone, paper transfer, or human or other error. If, in the OSAF or Program Manager's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Contest, or if computer viruses, bugs, unauthorized intervention, fraud, or technical difficulties or failures compromise or corrupt or affect the administration, integrity, security, fairness, or proper conduct of the Contest, the OSAF or the Program Manager, at their sole discretion, reserve the right to disqualify any individual who tampers with the entry process, and/or void any entries submitted fraudulently, to modify or suspend the Contest, or to terminate the Contest and award the Prize(s) using all eligible, non-suspect transactions received as of the termination date. As a condition of entering the Contest, entrants agree that: (i) under no circumstances will entrants be permitted to obtain awards for, and entrants hereby waive all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (ii) all causes of action arising out of or connected with this Contest or the Prize awarded, shall be resolved individually, without resort to any form of class action; and (iii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred and, in no event, shall entrant be entitled to receive attorneys' fees or other legal costs. Program Manager reserves the right to modify Prize award procedures. This Contest and these Official Rules shall be interpreted in accordance with the laws of the State of Nebraska, without regard to its principles of conflicts of law and jurisdiction, and venue shall be solely within the State of Nebraska.
 - 12. Entrant's Personal Information:** Information collected from entrants will be maintained by the OSAF and its representatives in accordance with applicable federal and state consumer privacy laws, rules, and regulations.
 - 13. Copy of Rules/List of Winners:** For a copy of a list of winners' names (available on or about July 1, 2020), send your request, and a separate self-addressed, stamped envelope, to: Omaha Summer Arts Festival, Attn: Coloring Contest, P.O. Box 31036, Omaha, NE 68131.