

**Official Rules –
Union Depot’s 2020 Artist Submission Contest**

**NO PURCHASE NECESSARY.
PURCHASE WILL NOT IMPROVE CHANCES OF WINNING.
VOID WHERE PROHIBITED**

ALL PHOTOS SUBMITTED WILL APPEAR IN PHOTO GALLERY ON UNION DEPOT’S FACEBOOK PAGE AND WEBSITES.

1. **Eligibility** - Union Depot’s 2020 Artist Submission Contest (the "Contest") is open to entrant’s who are 18 years or older and residents of Minnesota or Wisconsin. Employees of Union Depot, located at 214 4th Street East, St. Paul, MN ("Sponsor"), Twin Cities Digital, LLC, d/b/a Hubbard Interactive ("Administrator"), including their subsidiaries, affiliates, parent or related companies, and their immediate families (collectively, with Administrator, and Sponsor, the "Released Parties"), are not eligible to enter. Anyone participating in this Contest or claiming a prize in this Contest in violation of these rules will be deemed to have forfeited the right to be awarded a prize in this Contest. The Contest is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.
2. **Contest Period** - The Contest begins at 10:00 AM Central Time ("CT") on March 6, 2020, and ends at 11:59:59 PM CT on March 24, 2020 (the "Contest Period").
3. **How to Enter** - To enter, visit the Union Depot Facebook page or the Contest page at www.uniondepot.org/art2020 ("Website") during the Contest Period, find the Contest post on the Website, then find, complete and submit the online entry form, which includes your name, email address, telephone number, and zip code, some questions about your proposed design, and submit a photograph of your proposed design to be displayed at Union Depot if you are selected as the Grand Prize winner ("Photo"), and provide a brief description of the design depicted in the Photo. Sponsor is not responsible for problems accessing the Websites or completing the entry, technical or atmospheric conditions that disrupt the completion of the entry, or any other problems which might or might not result from this Contest. Any person submitting more than one entry or an entry without a Photo attached or without a description, may be disqualified at Sponsor’s sole discretion. Sponsor is not responsible for lost, late, incomplete, invalid or misdirected entries, which may be disqualified at Sponsor’s sole discretion. Limit one (1) entry per person. Any attempt by any participant to enter by using multiple/different identities, or any other methods may disqualify that participant from winning any prize, at the sole discretion of Sponsor. All entries must be received by 11:59:59 PM CT on March 24, 2020 to be eligible.
4. **Photo Entry Requirements:** Entrants agree to and understand that Photo entries will be made available to the public, including without limitation, posting on the Internet and may appear in Sponsor’s advertising and marketing materials. Whether or not Photo entries are published on the Internet, Sponsor does not covenant or guarantee any confidentiality with respect to any Photo entries.
 - a. Each Photo entry must be an original creation of the submitting entrant which is under no restriction, contractual or otherwise, that will prevent Sponsor's use of the Photo entry and each Photo entry must be free of any and all liens, encumbrances and claims of third parties. Entrant acknowledges, agrees and warrants that, nothing in the Photo entry infringes on any copyrights, confidential information, trade secrets or trademarks belonging to any person or entity other than the Photo entrant absent a suitable license, clearance or permission agreement (proof of which is required upon submission), or violates any person's rights of privacy or publicity and that all necessary releases and permissions have been secured. Entrant agrees to indemnify and hold harmless each of the Released Parties and their respective parent, subsidiaries, and affiliates and each of their respective officers, directors

and employees, from and against any and all claims, demands, damages, costs, liabilities and causes of action of whatsoever nature that are based upon or arise out of any breach by entrant of these Official Rules or the warranties and representations made by entrant in this paragraph. Modifying, enhancing or altering a third party's preexisting work does not qualify as entrant's original creation.

- b. By uploading the Photo entry the entrant agrees, for zero compensation, to grant to Sponsor all intellectual property rights in the Photo entry and each of its constituent parts, which rights include, without limitation, the Sponsor's right to publish, make available to the public and/or reproduce the Photo entry at its sole discretion through any media available at any time during, or after, the Contest Period on any related websites, in any promotional materials, whether related or un-related to the Contest, and at any location, whether physical or online. Entrant agrees to release, defend, indemnify and hold harmless each of Released Parties, and each of their parent, subsidiaries, and affiliates and each of their respective owners, employees, directors, officers, agents, and subcontractors from all claims, demands, and causes of action of any nature whatsoever which entrant or entrant's heirs, representatives, executors, administrators, or any other persons acting on entrant's behalf or on behalf of entrant's estate, have or may have by reason of: (i) Sponsor's exercise of any rights granted by entrant in this paragraph; (ii) claims based on violation of any right of publicity or rights of personality, infringement of copyright or trademark, libel, slander, defamation, invasion of privacy, loss of earnings or potential earnings in connection with Sponsor's use of the Photo entry and any portion thereof, or the likeness of any natural person therein.
- c. **Photo Entry Content Restrictions** Photo entries must not contain material that:
 - 1. Contains or depicts someone smoking, intoxicated, or using illegal substances, or any paraphernalia related to any of the above;
 - 2. Violates or infringes another's rights, including without limitation, privacy, publicity or intellectual property rights;
 - 3. Contains material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
 - 4. Contains any unacceptable clothing or adornments, or displays any commercial/corporate advertising other than that of Sponsor (including but not limited to corporate logos, brand names, trademarks, slogans, political, personal and religious statements);
 - 5. Contains indecent or unsafe behavior or situations, profanities or obscenities, including but not limited to nudity, or pornography, or is otherwise inappropriate, profane, obscene, hateful, tortious, slanderous or libelous;
 - 6. References persons or organizations without their written permission;
 - 7. Disparages any persons or organizations;
 - 8. Includes threats to any person, place, business, or group;
 - 9. Is unlawful, in violation of or contrary to all applicable federal, state, or local laws and regulations.

Failure of any Photo entry to comply with the above "Photo Entry Requirements" and "Photo Entry Content Restrictions," as determined by Sponsor, in its sole discretion, may result in disqualification of entrant. Without limitation, Sponsor reserves the right in its sole discretion to disqualify any entry that, in their sole opinion, refers, depicts or in any way reflects negatively upon the Sponsor, the Contest or any other person or entity, does not comply with these Official Rules or if Sponsor receives notification about any potential infringements or breaches of law or any other reason set forth herein. Photo entries must be suitable for presentation in a public forum, in sole determination of Sponsor.

- 5. **Judging and Public Voting:** Then, on or around March 25, 2020, during the Judging Period, Sponsor will judge each submission using the following judging criteria: creativity of the design depicted in the Photo (25%), quality of the written description of the design (25%), and quality of the design depicted in the Photo (50%). The top scoring entry with overall highest score using the preceding judging criteria will be deemed Grand Prize winner. In the event of a tie, the entry whose score was the highest during in the quality of the design depicted in the Photo category will be deemed the Grand Prize

winner from among all tying entries. In the event the potential Grand Prize winner fails to respond to the winner notification within **48 hours**, that potential Grand Prize winner forfeits his/her right to the Grand Prize (subject to Sponsor's sole discretion), and the Grand Prize may be awarded to the entry who received the second highest score using the judging criteria noted above. Sponsor reserves the right not to award the Grand Prize in the event there are not a sufficient number of qualified entries received during the Contest Period.

6. **Prize and Approximate Retail Value ("ARV") - One (1) Grand Prize** – A \$1,500 Visa gift card for the Grand Prize winner to pay for supplies and time to re-create the design featured in the winning Photo (the "Design") at Union Depot located in St. Paul; Design will be open for public viewing at Union Depot for the 2020 calendar year (which may be shortened at Sponsor's sole discretion); signage next to the Design crediting artist, bio, social handle, website and other details; a minimum of three (3) social media posts by Union Depot featuring the Design and Grand Prize winner; Design and Grand Prize winner mention in Union Depot's newsletter to 15,000 people with social and website tags; listing on Union Depot's website with tags back to social media or website as long as the 2020 signage is public; and a feature in any PR and media along with mentions in a press release (subject to Sponsor's sole discretion). ARV: \$1,500.00. There is no specific retail value associated with the Design featured at the Union Depot.

Grand Prize winner must complete the Design at Union Depot within the period specified by Sponsor at Sponsors sole discretion and must be completed by April 16, 2020 or the Design will not be featured in Union Depot and the Grand Prize will not be awarded. After the Design is no longer on display, Sponsor is not responsible for any damage that occurs to the Design while it is on display. The Design will **not be returned** to the Grand Prize winner. Grand Prize winner must buy their own materials with the Visa gift card and Sponsor is not responsible for any fees that exceed \$1500.00. The Grand Prize winner represents and warrants that the Design is his or her original work of authorship and does not infringe on any third party's intellectual property, property or privacy rights.

The prize will be awarded only if the potential Grand Prize winner fully complies with these Official Rules. The Grand Prize winner is responsible for any other costs and expenses not specified herein as being awarded. Winner must meet the eligibility requirements as set forth in Paragraph 1 of these Official Rules. Winner is responsible for paying all applicable local, state and federal taxes associated with accepting the Grand Prize. Winner may be required to sign a liability and/or publicity release ("Prize Release") prior to issuance of a prize. The Grand Prize winner will be required to complete and submit a W9 tax form prior to receiving the Grand Prize, and Administrator, on behalf of Sponsor, will issue a 1099 to the proper taxing authorities.

7. **Claiming the Prize** – Upon being named the Grand Prize winner, the Grand Prize winner must pick up his/her prize in person at Union Depot located at 214 4th Street East in St. Paul, MN **before April 1, 2020**, to claim his/her prize and coordinate the times the Grand Prize winner can come in person to work on his or her Design. When claiming a prize, the winner must prove he/she is a qualified winner by presenting identification acceptable to the sponsors (e.g., state driver's license; state issued identification card; valid passport with address verification; or birth certificate with social security card and photo identification and address verification). If the Grand Prize winner cannot prove he/she is a qualified winner or does not pick up their prize prior to the date of the event, he/she forfeits his/her right to that prize.
8. **Participation Conditions/Release/Consent to use Likeness** - By participating, each participant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor which are binding and final in all matters relating to this Contest; (b) release and hold harmless the Released Parties from and against any and all claims, expenses, and liability, including, but not limited to, negligence and damages of any kind to persons and property, including, but not limited to, invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's participation in this Contest, and acceptance or use

or misuse of prize; (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorney's fees) arising out of or relating to an entrant's participation in the Contest and/or entrant's acceptance, use or misuse of prize; and (d) allow Sponsor's use for promotional purposes of his/her likeness, voice and/or address (city/state) without any additional compensation.

9. **General Conditions** - Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, for any reason whatsoever, including, without limitation, fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction or if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the participation process or the operation of the Contest or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Only the type and quantity of prizes described in these Official Rules will be awarded. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
10. **Limitations of Liability** - The Released Parties as set forth above are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) unauthorized human intervention in any part of the participation process or the Contest; (3) technical or human error which may occur in the administration of the Contest or the processing of entries; or (4) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any Prize.
11. **Privacy Policies and Data Collection** - Information provided by you for this Contest on the entry form is subject to Administrator's privacy policy located at: <http://corporate.hubbardradio.com/privacy-policy/>. By entering this Contest, each entrant agrees that the Sponsor has the right to contact the entrant by phone or email as provided on the entry form to administer and fulfill this Contest.
12. **Disputes/Governing Law** - Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or the prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal or state court of Minnesota; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' or legal fees; and (3) unless otherwise prohibited, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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 the entrant and Sponsor in connection with this Contest shall be governed by, and construed in accordance with, the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law rules (whether of State of Minnesota, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Minnesota.

13. **Winners' List/Official Rules** - For the name of the winner, see the Union Depot Facebook page.
14. **Sponsor** – Union Depot, 214 4th Street East, St. Paul, MN.