## I ♥ FOTO INSTAGRAM CONTEST OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN IN THE HONOLULU MUSEUM OF ART'S I ♥ FOTO INSTAGRAM CONTEST ("Contest"). VOID WHERE PROHIBITED OR RESTRICTED BY LAW. CONTEST IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS. Purchases from the Honolulu Museum of Art will not improve your chance of winning.

The I ♥ Foto Instagram Contest begins at 6:00 p.m. Hawaii-Standard Time ("HST") on Friday, Feb. 28, 2014 and ends at 9:00 p.m. HST on Feb. 28, 2014 (the "Entry Period"), when all entries must be received. Hawaii Standard Time shall control for all purposes of this Contest. Sponsor's computer is the official time-keeping device for the Contest.

**ELIGIBILITY:** Contest is only open to legal U.S. residents who are at least 18 years of age at the time of entry. Employees of the Honolulu Museum of Art (the "Sponsor"), their immediate family, their household members, and the museum's affiliates are not eligible. Void where prohibited, taxed or otherwise restricted by law. The Sponsor is solely responsible for all aspects of the promotion. The term "immediate family" includes parents, children, spouses, siblings, and in-laws, whether or not they reside in the same household. "Household members" are persons residing in the same household. Proof of age, identity, and eligibility must be furnished to Sponsor upon request. All entry information must be complete and accurate. Sponsor will not award a prize to anyone not meeting eligibility requirements at the time of entry. Sponsor reserves the right to disqualify any entrant if these Official Rules are not followed.

BY ENTERING THIS CONTEST, YOU AGREE TO THE HONOLULU MUSEUM OF ART'S PRIVACY POLICY (FOUND AT <a href="http://honolulumuseum.org/4817-privacy\_policy">http://honolulumuseum.org/4817-privacy\_policy</a>) AND THAT YOUR ENTRY AND THE PERSONAL INFORMATION COLLECTED FROM YOU IN CONNECTION WITH THIS CONTEST WILL BE SHARED WITH THE SPONSOR, HONOLULU MUSEUM OF ART.

HOW TO ENTER: During the Entry Period, take a creative photo during the Event via Instagram and post the picture to your individual Instagram account, tagging the photo @honolulumuseum and @nordstromhawaii with the hashtag #iheartfoto. To participate in the Contest, if you do not already have an Instagram account, download the free Instagram app on your iOS or Android device from the App Store or Google Play, as applicable based upon your device, and create an account as instructed. Photo entries must comply with Instagram's Terms of Use and Community Guidelines, in addition to the Photo requirements set forth in the Official Rules. ALL PHOTO ENTRIES MUST BE SUBMITTED BY 9:00 PM HST FEBRUARY 28, 2014. There is no limit on the number of Photos that you may submit. Photos will be deemed to have been submitted by the authorized account holder of the Instagram account from which the Photo is uploaded at the time of the entry, as identified by the primary email address associated with that account. All submissions become the property of Sponsor upon receipt and will not be acknowledged or returned.

PHOTO REQUIREMENTS: The Photo must comply with the following requirements: (i) it must be clear that the Photo was taken during the Event and at the Honolulu Museum of Art; (ii) other than the Sponsor, its brands and/or logos, the Photo may not show, contain, mention, depict, refer or otherwise allude to the name or logo of any retailer, manufacturer, brand, product, store, place of business, person, company or character in such a way or manner as to imply an affiliation with, or endorsement of, the Sponsor, its brands and/or this Contest; (iii) the Photo must be entrant's own original work, created solely by entrant and not created professionally; must not have been previously

published, released or distributed in any form; must not have won any award; and must not infringe the copyright, trademark, privacy, publicity, or other personal or proprietary rights of any person or entity; (iv) the Photo may not contain, mention, refer or otherwise allude to any material that is violent, lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, racially or morally offensive or otherwise contain inappropriate content or objectionable material; (v) the Photo cannot promote alcohol, illegal drugs or tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any political agenda or message; (vi) the Photo cannot in any manner defame, misrepresent, contain disparaging remarks or reflect negatively about Sponsor, its products, or other people, products or companies or their products, or in any way reflect negatively upon such parties or explicitly or implicitly communicate messages or images inconsistent with the positive images and/or goodwill with which Sponsor wishes to be associated, as determined by Sponsor in its sole discretion; (vii) the Photo cannot contain any personal identification, such as personal names, email addresses or street addresses, without express permission; (viii) the Photo cannot depict and cannot itself be in violation of any law; and (ix) No flash photography is allowed in any of the galleries of the Honolulu Museum of Art; (x) No photographs may be taken in and/or of the "Decisive Moments: Photographs from the Collection of Cherye R. and James F. Pierce" galleries; and (xi) the Photo must otherwise be in compliance with these Official Rules. Sponsor reserves the right, in its sole discretion, to disqualify any Photo that Sponsor believes, in its sole discretion, does not comply with or is in violation of these Official Rules or that otherwise contains prohibited or inappropriate content. **DEADLINES:** The I ♥ Foto Instagram Contest begins at 6:00 p.m. HST on Friday, Feb. 28, 2014 and ends at 9:00 p.m. HST on Feb. 28, 2014, when all entries must be received.

No responsibility is assumed by Honolulu Museum of Art or its affiliates for lost, late, misdirected, or illegible entries or for any computer, online, telephone or technical malfunctions that may occur. Entries will be declared made by the authorized account holder of the e-mail address submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet Access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. All entries become the property of Contest providers and will not be returned to the Participant. Potential Winner may be requested to provide Contest Providers with proof that the potential Winner is the authorized account holder of the e-mail address associated with the winning entry.

**PRIZE (1) AND PRIZE REDEMPTION:** The winner will receive one (1) Supporting membership to the Honolulu Museum of Art and one (1) special gift from Nordstrom Hawaii. Approximate retail value ("ARV") of the total prize is \$200.00. No prize substitutions permitted. The Prize will be awarded on or about March 5, 2014. After notification, the Winner will be announced on the Sponsor's Websites.

**SELECTION OF WINNER:** There will be one (1) winner selected by the Sponsor-designated judges from all eligible entries received, based upon the most creative entry. Odds of winning depend on the nature, quality and number of eligible entries received during the Entry Period. Decisions of judges are final and cannot be appealed.

On or about, March 5, 2014, a potential winner will be notified via Instagram; Sponsor will tag the winner on their winning Photo, which will notify the winner that they have won and to contact Sponsor via email. The Winner will be given 24 hours from the time the prize-winning notification is sent to acknowledge via email receipt of notification. If Winner does not respond via email within 24 hours of the time prize notification is sent, the Winner automatically forfeits all rights to the prize. Another Winner will then be selected.

In Sponsor's discretion, potential winner may be required to complete and return an Affidavit of Eligibility, Release of Liability and Publicity Release (where permitted by law) (collectively, the "Affidavit") by the

date or within the time frame specified by Sponsor or an alternate winner may be selected. In the event:
(a) potential winner cannot be reached for whatever reason after a reasonable effort has been exerted or winner notification or Affidavit is returned as undeliverable; (b) potential winner declines or cannot accept, receive or use the prize for any reason; (c) of noncompliance with the above or within any of the aforesaid time periods, (d) potential winner is found to be ineligible to enter the Contest or receive the prize, (e) potential winner cannot or does not comply with the Official Rules, or (f) potential winner fails to fulfill the Affidavit-related obligations, the potential winner shall be disqualified from the Contest and an alternate potential winner may be selected, at Sponsor's sole discretion, from among the other eligible entries received. Sponsor reserves the right to modify the notification and Affidavit procedures in connection with the selection of alternate winner, if any.

**RELEASE OF LIABILITY:** By participating in this promotion, all participants and prize winners agree that Sponsor is not responsible or liable for any injury, loss, illness, litigation or damage that may occur from participation in the promotion or acceptance, possession, or use or misuse of prizes.

**GENERAL:** Sponsor has the sole power and absolute discretion to terminate the Contest at any time, for any reason and without prior notice, and to interpret the rules and make decisions regarding the interpretation of the rules. All decisions of Sponsor in respect to this contest and interpretation of these Official Rules are final and legally binding and conclusive in all matters. No participant or Winner shall have any right to challenge or contest any decision of Sponsor concerning the contest, its rules, interpretations, determinations, eligibility, verification, timeliness, winners, prizes or any other matter. All federal, state and local laws and regulations apply. Taxes are Winner's sole responsibility. No transfer or assignment of any prize is permitted. By entering this Contest, the Winner consents to use of his/her name and likeness for publicity and promotional purposes, including but not limited to photographs, video, voice recordings and any statement made by the winner without further compensation or permission, except where prohibited by law. Entry materials that have been tampered with or altered are void. Activity deemed abusive or improper by Sponsor, in its sole discretion, will result in disqualification from contest. Sponsor reserves the right to substitute a prize of comparable value at its discretion. By entering this Contest, each Entrant accepts and agrees to be bound by these Official Rules. This promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram. You understand that you are providing your information to the Honolulu Museum of Art.

HAWAII COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THIS CONTEST. ENTRANTS WAIVE ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMIT TO THE JURISDICTION OF THOSE COURTS.

**SPONSOR:** Honolulu Museum of Art, Honolulu, HI.