

**CINCINNATI BELL CONNECTOR ART CONTEST  
OFFICIAL RULES – NO PURCHASE NECESSARY  
TO ENTER OR WIN. OPEN TO LEGAL RESIDENTS OF THE CINCINNATI, OH–KY–  
IN METROPOLITAN STATISTICAL AREA, 18 YEARS OF AGE OR OLDER. VOID  
WHERE PROHIBITED.**

**1. How to Enter:** Beginning at 12:01 a.m. Eastern Time (“ET”) on December 16, 2021 until 11:59 p.m. ET on January 9, 2022 (the “Contest Period”), you may enter the CINCINNATI BELL CONNECTOR ART CONTEST (the “Contest”). The Contest Period consists of one (1) entry period and a Final Grant Winner Judgement. All entries must be received by 11:59 p.m. ET on January 9, 2022 (except for in-person entries). Incorrect and incomplete entries are void. These official rules are also available on the ArtsWave (the “sponsor”) website at ([www.ArtsWave.org/Streetcar](http://www.ArtsWave.org/Streetcar)) (the “Website”). Individuals can enter two (2) different ways:

**Submit design/illustration online at [www.artswave.org/streetcar](http://www.artswave.org/streetcar) (the “website”):** To enter the Contest, upload a completed Cincinnati Bell Connector streetcar design/illustration using the prompts, instructions and templates provided on the Website.

**Walk-In Entry:** You can enter The Contest by visiting the ArtsWave headquarters at 20 E Central Parkway #200, Cincinnati, Ohio 45202 between 9:00 a.m. ET and 4:00 p.m. ET on weekdays during the Contest period and delivering printed copies of your design, this is subject to local guidelines and restrictions on building capacity due to the COVID-19 pandemic. **Please call ahead at 513.632.0148 to arrange a time.**

<b>Contest Periods</b>	<b>Start Time/Date</b>	<b>End Time/Date</b>
#1	12:01 a.m. ET on 12/16/21	11:59 p.m. ET on 1/9/22
Grand Prize Judgement Day	All eligible entries received during the Contest Period will be first narrowed by the community (via online vote) and then chosen by a panel selected by ArtsWave, The City of Cincinnati, Cincinnati Bell, and other concerned entities with a winner announced on or about January 18, 2022.	

ALL DATES SET FORTH IN THE CHART ABOVE AND ELSEWHERE IN THESE OFFICIAL RULES ARE SUBJECT TO EXTENSION IN SPONSOR’S SOLE AND ABSOLUTE DISCRETION.

**2. Eligibility:** This Contest is open only to legal residents of the Cincinnati, OH–KY–IN Metropolitan Statistical Area (consisting of Hamilton, Warren, Clermont, and Brown counties in Ohio; Boone, Bracken, Campbell, Kenton, Gallatin, Grant, and Pendleton counties in Kentucky; and Dearborn, Franklin, Union and Ohio counties in Indiana) who are 18 years of age or older, as of the Contest start date, except employees and members of their households and immediate families (spouses, parents, siblings, children and each of their respective spouses) of the Contest Entities (as

defined below) and their respective parent companies, subsidiaries, and affiliates, and their advertising and promotion agencies and all local sponsors.

**3. Privacy:** In connection with the Contest entry process Sponsor will be collecting personal data about entrants on the Website in accordance with its privacy policy. Please review Sponsor's privacy policy located at: <https://www.artswave.org/private-policy>. By participating in the Contest, you hereby agree to Sponsor's collection and usage of your personal information and acknowledge that you have read and accepted Sponsor's privacy policy. When you enter at the Website, you may be asked to consent to receive promotional emails and reminders for upcoming promotions and information about Sponsor. Consenting to receive such emails is optional and does not have to be agreed to in order to be eligible to enter the Contest and does not improve your chances of winning. Except where prohibited, participation in the Contest constitutes your consent to Sponsor's use of your name, likeness, entry, and state of residence for promotional purposes in any media without further payment or consideration.

**4. Limitations of Liability:** Cincinnati Institute of Fine Arts dba ArtsWave ("Sponsor") and other participating sponsors (collectively with Sponsor, the "Contest Entities") their respective affiliates, subsidiaries, parent, advertising and promotion agencies, and their respective officers, directors, shareholders, employees and agents, and any and all Internet servers and access provider(s) are not responsible for: any incorrect or inaccurate entry information; human error; technical malfunctions; failures, omissions, interruption, deletion, or defect of any telephone network, computer online systems, computer equipment, server providers, or software, including any injury or damage to your or any other computer relating to or resulting from participation in this Contest; theft, tampering, destruction, or unauthorized access to, or alteration of entries; transactions that are processed late or incorrectly or are incomplete or lost due to computer or electronic malfunction or traffic congestion on the Internet or at any web site; printing or human or other errors; and any entries which are late, lost, incomplete, misdirected, stolen, or any combination thereof. Online submission is not considered proof of delivery or receipt. By entering, you agree to release, discharge, indemnify and hold harmless the Contest Entities and their respective parent companies, subsidiaries, their respective representatives and agents, advertising and promotion agencies, promotion partners and prize suppliers, and all of their respective affiliated companies, employees, officers, directors and shareholders, from and against all claims and damages or liability arising in connection with your participation and/or entry in the Contest and/or your receipt or use of any prize awarded in this Contest or due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in any Contest-related activity or participation in this Contest. Except where prohibited by law, the winner's entry and acceptance of the prize constitutes permission for the Contest Entities to use said winner's names, photographs, likenesses, statements, biographical information, voices, and city and state addresses on a worldwide basis, and in all forms of media, in perpetuity, without further compensation. If by reason of a printing or other error, more prizes are claimed than the number set forth in these rules, all persons making purportedly valid claims will be included in a random drawing to award the advertised number of prizes available in the prize category in question. No more than the advertised number of prizes will be awarded.

**5. How Winner will be Determined:** One Winner ("Winner") will be selected in two steps: 1) by a public online vote to narrow down choices to the top three vote-getters, then 2) by a panel of judges to selected by ArtsWave on or about January 17, 2021. All received entries will be judged on three criteria: Quality (both technical and aesthetic); Vibrancy (does the design capture the vibrancy

of the community and the unique ways the arts connect us?) and Theme (does the design capture the essence of ArtsWave’s campaign theme, “BRING YOU, the power of the arts is in our hands.”

Prospective winners will be required to sign an affidavit of eligibility and release of liability and publicity (where permitted), and return same, properly executed, within five (5) days of issuance of prize notification. If Sponsor is unable to contact the prospective winner within three (3) days from first notification attempt, if the prospective winner fails to complete and return all requested forms by the specified date, or if the prospective winner fails to comply with any of the requirements, his/her grant will be forfeited and an alternate prospective winner shall be selected.

**6. Conditions of Entry:** Entry materials that have been tampered with or altered are void. If in the Sponsor’s opinion there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Contest, or if computer virus, 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 Sponsor reserves the right at its sole discretion to disqualify any individual who tampers with the entry process and void any entries submitted fraudulently, to modify, suspend, or terminate the Contest, or to conduct a random drawing to award the prizes using all eligible, non-suspect entries received as of the termination date. Should the Contest be terminated prior to the stated expiration date, notice will be posted on the Website. In the event of a dispute as to the identity of the winner based on an email address, the winning entry will be declared made by the authorized account holder of the email address submitted at time of entry. **CAUTION: ANY ATTEMPT BY YOU TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY’S FEES) FROM YOU TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.**

**7. Winning Package:**

- 1) \$2,500 grant for your original artwork, if chosen
- 2) Your streetcar artwork will be unveiled at a press conference TBD in February
- 3) Your own traveling artist showcase and exhibition aboard the streetcar, which will be held in February, 2022 (subject to change)
- 4) Marketing signage opportunity inside streetcar for you to tell your story as an artist and to encourage people to buy your art

The specifics of all aforementioned elements of the grant in the Contest shall be solely determined by Sponsor. All costs, taxes, fees, and expenses associated with any element of any grant not specifically addressed above are the sole responsibility of the respective winner. All federal, state and local taxes on grants are the grant winner’s responsibility. Grant Winner will be issued a 1099 tax form for the actual value of the Grant. Grants cannot be transferred or substituted except at Sponsor’s sole discretion. Sponsor reserves the right to substitute a grant, or portions thereof, with a grant of equal or greater value if the designated grant should become unavailable for any reason.

**8. Disputes/Governing Law:** All issues and questions concerning the construction, validity, interpretation and enforceability of these rules, or the rights and obligations of any entrant or the Contest Entities in connection with the Contest, shall be governed by and construed in accordance

with the laws of the State of Ohio without giving effect to any choice of law or conflict of law rules or provisions which would cause the application of the laws of any jurisdiction other than the State of Ohio. Any action or litigation concerning this Agreement shall take place exclusively in the federal or state courts sitting in Hamilton County, Ohio, and you expressly consent to the jurisdiction of and venue in such courts and waive all defenses of lack of jurisdiction and inconvenient forum with respect to such courts. Any and all disputes, claims, and causes of action arising out of or in connection with this Contest, shall be resolved individually, without resort to any form of class action. You agree to service of process by mail or other method acceptable under the laws of the State of Ohio. ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS PROMOTION. YOU HEREBY WAIVE ANY RIGHTS OR CLAIMS TO ATTORNEYS' FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT, IDENTIFIABLE PERSONS, OR THIRD PARTY PARTICIPANTS, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

**9. Winner Listing:** Beginning on or about January 18, 2022, you may obtain the name of the winner by going to the Website.

**10. Sponsor:** Cincinnati Institute of Fine Arts dba ArtsWave, 20 E Central Parkway #200, Cincinnati, Ohio 45202.