

**“DESTINATION: ART OPPORTUNITY DRAW
TOCAL SOUTH BAY FESTIVAL OF THE ARTS
OFFICIAL RULES**

**NO PURCHASE NECESSARY. PURCHASE WILL NOT ENHANCE CHANCES OF WINNING.
VOID WHERE PROHIBITED BY LAW. INTERNET ACCESS REQUIRED.**

**THE PRIZE WINNER MAY BE REQUIRED TO PARTICIPATE IN THE PRIZE
FULFILLMENT PROCESS AND SIGN DOCUMENTATION, SUCH AS A RELEASE, WITHIN
TEN (10) DAYS, AS MORE FULLY DETAILED BELOW.**

**BY ENTERING THE OPPORTUNITY DRAWING YOU AGREE TO THESE OFFICIAL
RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING.
WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SPONSOR
(DEFINED BELOW) FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.**

1. ELIGIBILITY: The “Destination: Art TOCA SOUTH BAY FESTIVAL OF THE ARTS Opportunity Draw” (“Opportunity Draw”) is open and offered only to legal residents of the California, who are 18 years of age and older at the time of entry. Employees and directors of Destination Art (“Sponsor”), and Suzanne Kuuskmae and Douglas Castleman (“Prize Providers”), and collectively the “Opportunity Draw Entities”), their respective subsidiaries and affiliated companies, advertising, promotion, or production agencies, web masters and web suppliers (and their respective IRS dependents, immediate family members and individuals residing in their same household) are not eligible to participate. Void in other United States and U.S. territories and where prohibited by law. All applicable federal, state and local laws apply. By participating, all entrants agree to be bound by these Official Rules.

2. TO ENTER: The Opportunity Draw begins on or about 11:00 am Pacific Time (“PT”) on Saturday, June 25, 2022 and ends at 5:00 pm PT on June 25, 2020 (“Entry Period”). Administrator’s computer shall be the official timekeeper for all matters related to this Opportunity Draw. **There is one way to enter the Opportunity Draw.** During the Entry Period, eligible participants may complete and submit an entry, on a printed paper ticket, which includes your name, telephone number and email address.. All entries must be received by Sponsor during the Entry Period.

You may enter once during the Opportunity Draw Period. Multiple Entries received from any person beyond this limit will void all such additional Entries. Entries must be received by 5:00 pm PT on June 25, 2022 to be eligible. Administrator’s computer shall be the official timekeeper for all matters related to this Opportunity Draw. Entries that are incomplete, garbled, corrupted, or unintelligible for any reason, are void and will not be accepted. In case of a dispute over the identity of an entrant, the authorized account holder of the email address used to enter will be deemed to be the entrant. “Authorized account holder” is defined as the person who is assigned to an email address by an Internet access provider, online service provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address. Entry constitutes permission (except where prohibited by law) to use entrant’s name, city, state, likeness, image, and/or voice for purposes of advertising, promotion, and publicity in any and all media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission, or approval.

Entrants will receive email marketing messages from Destination: Art, If, at any time, you no longer wish to receive materials from Destination: Art, [send an email to destinationartoffice@gmail.com](mailto:destinationartoffice@gmail.com) and request to be removed from our email list. Please allow 10 business days to be removed from the mailing list.

3. LIMIT: One (1) entry per person. Entries may not be acknowledged and will not be returned. Only entries actually received by Sponsor in accordance with the deadlines set forth above will be considered in this Opportunity Draw. Any attempt made to submit entries in excess of any stated limit or otherwise in violation of these Official Rules (including by using multiple or false contact information or otherwise) may be disqualified. Entries or participation made on behalf of any other individual or any entity or group, will be declared invalid and disqualified. Potential winners may be required to show proof of being the authorized account holder.

4. PRIZE: Two (2) prizes (“Prizes”) will be awarded in this Opportunity Draw to two (2) prize winners. Each Prize shall consist of an original fine art painting by a studio artist at Destination: Art. The total Approximate Retail Value (ARV) of the Prizes are \$150 and \$250, respectively.

All expenses related to the Prize that are not included as part of the Prize package, are solely Prize Winner’s responsibility, including, but not limited to telephone / internet charges, and travel/mileage to pick up prize; and if painting must be shipped, the full cost of shipping.

No cash equivalent or substitution of prizes is offered, except in the sole discretion of the Sponsor. Prizes are non-transferrable, non-refundable and have no cash value. Prize Winner is not entitled to exchange or transfer prizes or to obtain cash or other substitutes, except Sponsor reserves the right to substitute prize(s) or portions thereof of equal or greater value if a prize listed or any portion thereof is unavailable for any reason. The Prize cannot be used in conjunction with any other promotion or offer. The Prize Winners bear all cost and all risk of loss or damage to the Prize if it is placed by Sponsor with a third-party common carrier for shipment to Prize Winner. The Prize will be shipped only to an address in the United States. No portion of the Prize will be replaced if lost, mutilated, or stolen. Any difference between actual value and stated ARV will not be awarded.

PRIZES ARE AWARDED “AS-IS” AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). THE OPPORTUNITY DRAW ENTITIES (INCLUDING EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES AND AFFILIATES) EXPRESSLY DISCLAIM ANY AND ALL RESPONSIBILITY AND LIABILITY ARISING FROM USE OR REDEMPTION OF THE PRIZES, AS FURTHER SET FORTH IN THESE OFFICIAL RULES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES OR INJURIES SUSTAINED BY A PRIZE WINNER, OR OTHER USERS OF THE PRIZE FOR ANY REASON, INCLUDING FROM ANY PART OF ANY APPLICABLE TRAVEL AND/OR ANY PART OF THE PRIZE OR ANY OTHER CAUSE(S) BEYOND SPONSOR’S REASONABLE CONTROL.

5. ODDS: PRIZE WINNER SELECTION AND NOTIFICATION: Odds of winning the Prizes depend on the number of eligible entries received by Sponsor in the Opportunity Draw. The potential Prize Winners will be selected in a random drawing from among all eligible Entries on June 28, 2022 (“Drawing Time and Date”). Sponsor will notify the potential winners via email and/or phone. Entrants are encouraged to regularly check their email and messages during and immediately following the Drawing Date. A potential Prize Winner must respond to the initial notification by contacting Administrator at the email address provided within the initial notification, and will be sent additional verification paperwork via email, postal mail and/or express mail at Sponsor’s sole discretion, with instructions to redeem the Prize.

If a potential Prize Winner does not respond within three (3) business days of the first notification attempt or if a potential Prize Winner is found to be ineligible, does not comply with these Official Rules, if the Prize or prize notification is returned as undeliverable, if a potential Prize Winner does not execute and

return a Publicity Release within ten (10) days from its receipt to claim the Prize, or if a potential Prize Winner cannot or does not accept the Prize for any reason, the potential Prize Winner will be disqualified and an alternate potential Prize Winner will be selected from the remaining eligible entries for the applicable drawing. Sponsor, in its sole discretion, will attempt to contact up to one (1) additional potential Prize Winner of the Prize in accordance with the above procedure (time permitting), after which the Prize may go unawarded if it remains unclaimed.

6. CONDITIONS: Participants agree that: **(A) THE OPPORTUNITY DRAW ENTITIES AND THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AND OWNERS OF THE PARTICIPATING WEB SITES, AFFILIATED COMPANIES, AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, REPRESENTATIVES AND AGENTS (COLLECTIVELY THE "RELEASED PARTIES") WILL HAVE NO LIABILITY WHATSOEVER FOR AND SHALL BE HELD HARMLESS BY PARTICIPANTS FOR ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE OR USE OF OR INABILITY TO USE THE PRIZE OR FROM PARTICIPATION OR INABILITY TO PARTICIPATE IN THIS OPPORTUNITY DRAW, INCLUDING ANY OPPORTUNITY DRAW RELATED ACTIVITY, (B) RELEASED PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR FAILURE TO SUPPLY THE PRIZE OR ANY PART THEREOF, BY REASON OF ANY ACTS OF GOD, ANY SEVERE WEATHER, HURRICANE, EARTHQUAKE, FLOOD, FIRE, WAR, TRANSPORTATION INTERRUPTION OF ANY KIND, OR ANY OTHER CAUSE BEYOND THEIR CONTROL, (C), PRIZE WINNER AGREES THAT THE RELEASED PARTIES ARE NOT RESPONSIBLE IN ANY WAY FOR ANY ADDITIONAL EXPENSES, OMISSIONS, DELAYS, OR RE-ROUTING RESULTING FROM ANY ACTS OF ANY GOVERNMENT OR AUTHORITY; (D)** except where legally prohibited, Prize Winner grants (and agrees to confirm that grant in writing) permission for the Released Parties and those acting under their authority to use his/her name, photograph, voice, statements and/or likeness, for advertising, social marketing, trade and/or publicity purposes without additional compensation in all media now known or hereafter discovered, worldwide, including, without limitation, on the World Wide Web, without notice, review or approval, **(F)** if any Prize notification or Prize is returned as non-deliverable, or if Prize Winner is found to be ineligible or not in compliance with these Official Rules, such Prize will be forfeited and an alternate potential Prize Winner may be determined at Sponsor's discretion, **(G)** noncompliance with any of the foregoing may result in disqualification and awarding of the Prize to an alternate potential Prize Winner as determined in the sole discretion of the Sponsor. Federal, state and local taxes and all other expenses not specified herein are winner's sole responsibility.

7. LIMITATIONS ON LIABILITY: Persons who tamper with or abuse any aspect of the Opportunity Draw, as solely determined by the Sponsor, will be disqualified, and Sponsor reserves the right to terminate such entrant's eligibility. Should any portion of the Opportunity Draw be, in Sponsor's or Administrator's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Opportunity Draw, and determine winners from Entries received prior to action taken based upon the Judging Criteria stated above or as otherwise deemed fair and appropriate by Sponsor. Released Parties are not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Opportunity Draw, and assumes no responsibility for any error, interruption, deletion, defect, delay in operation, or transmission, communications line failure, technical failure, theft or destruction, or unauthorized use of any technology used in connection with this Opportunity Draw. Any use of micro,

automatic, programmed, robotic, or like entry methods will void all such entries by such methods, and entrants using such methods will be disqualified.

8. ADDITIONAL DISCLAIMERS. The Opportunity Draw Entities are not responsible and/or liable for any of the following, whether caused by an Opportunity Draw Entity the entrant, or by human error: entries that are submitted by illegitimate means or entries in excess of any stated limit; any lost, late, incomplete, illegible, unintelligible, garbled, mutilated, or misdirected entries, email, mail, or Opportunity Draw-related correspondence; any error, omission, interruption, defect or delay in transmission or communication; viruses or technical or mechanical malfunctions; interrupted or unavailable cable or satellite systems; errors, typos, or misprints in these Official Rules, in any Opportunity Draw-related advertisements, or other materials; failures of electronic equipment, computer hardware, or software; lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications or entry information. Opportunity Draw Entities are not responsible for electronic communications that are undeliverable or do not reach entrant as a result of any form of active or passive filtering of any kind, or insufficient space in a potential winner's email or voice mail inbox to receive messages. Released Entities are not responsible, and may disqualify you, if your email address or other contact information does not work or is changed without prior written notice to Sponsor. Without limiting any other provision in these Official Rules, Opportunity Draw Entities are not responsible or liable to any entrant or winner (or any person claiming through such entrant or winner) for failure to supply the prize or any part thereof in the event that any of the Opportunity Draw activities or Opportunity Draw Entities' operations or activities are affected by any cause or event beyond the sole and reasonable control of the applicable Opportunity Draw Entity (as determined by Sponsor in its sole discretion), including, without limitation, by reason of any acts of God, equipment failure, threatened or actual terrorist acts, air raid, act of public enemy, war (declared or undeclared), civil disturbance, insurrection, riot, epidemic, fire, explosion, earthquake, flood, hurricane, typhoon, unusually severe weather, blackout, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, any law, rule, regulation, action, order, or request adopted, taken, or made by any governmental or quasi-governmental entity (whether or not such governmental act proves to be invalid), or any other cause, whether or not specifically mentioned above.

9. ADDITIONAL CONDITIONS. Sponsor's decisions will be final in all matters relating to this Sweepstakes, including interpretation of these Official Rules, determination of the winner, and awarding of the prize. All entrants, as a condition of entry, agree to be bound by these Official Rules and the decisions of Sponsor, which are final. Failure to comply with these Official Rules may result in disqualification from this Opportunity Draw. Participants further agree to not damage or cause interruption of the Sweepstakes and/or prevent others from using the Opportunity Draw. Sponsor reserves the right, in its sole discretion, to void entries of any entrant who Sponsor believes has attempted to tamper with or impair the administration, security, fairness, or proper play of this Opportunity Draw. Sponsor's failure to or decision not to enforce any provision in these Official Rules will not constitute a waiver of that or any other provision. In the event there is an alleged or actual ambiguity, discrepancy, or inconsistency between disclosures or other statements contained in any Opportunity Draw-related materials and/or these Official Rules (including any alleged discrepancy or inconsistency within these Official Rules), it will be resolved by Sponsor in its sole discretion. Entrants waive any right to claim ambiguity in the Opportunity Draw or these Official Rules. If Sponsor determines, at any time and in its sole discretion, that a Prize Winner or potential Prize Winner is disqualified, ineligible, in violation of these Official Rules, or engaging in behavior that Sponsor deems obnoxious, inappropriate, threatening, illegal or that is intended to annoy, abuse, or harass any other person, Sponsor reserves the right to disqualify that Prize Winner or potential Prize Winner, even if the disqualified Prize Winner or potential Prize Winner may have been notified or displayed or announced anywhere. The invalidity or unenforceability of any provision of these Official Rules will 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 Official Rules will otherwise remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor disclaims any liability for damage to any computer system resulting from participation in, or accessing or downloading information in connection with, this Opportunity Draw. If the Opportunity Draw is not capable of running as planned for any reason, Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Opportunity Draw and award the Prize from eligible entries received prior to cancellation, modification, or suspension or as otherwise deemed fair and appropriate by Sponsor. If any person supplies false information, obtains entries by fraudulent means, or is otherwise determined to be in violation of these Official Rules in an attempt to obtain the Prize, Sponsor may disqualify that person and seek damages from him or her and that person may be prosecuted to the full extent of the law. If a dispute regarding an entry cannot be resolved to Sponsor's satisfaction, in its sole discretion, the entry will be deemed ineligible. CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE OPPORTUNITY DRAW VIOLATES CRIMINAL AND CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SPONSOR MAY DISQUALIFY ANY PARTICIPANT MAKING SUCH ATTEMPT AND MAY SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

10. DISPUTES: THE OPPORTUNITY DRAW IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN LOS ANGELES, CALIFORNIA. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC. ("JAMS"), IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN CALIFORNIA. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE COUNTY OF LOS ANGELES. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.

11. PRIVACY. Any personal information supplied by you in this Sweepstakes will be subject to, and treated in a manner consistent with, Sponsor's privacy policy posted at <http://www.discoverhongkong.com/us/about-hktb/privacy-policy.jsp>. In the event of any conflict between the Privacy Policy and these Official Rules, these Official Rules shall govern.

12. OFFICIAL RULES AND WINNER LIST: For an additional copy of these Official Rules or the name of the Prize Winners, send a self-addressed stamped envelope to: Destination: Art, 1815 W. 213th St., Ste. 135, Torrance, CA 90501. Requests received after July 14, 2022 will not be honored. Void where prohibited by law.

13. SPONSOR: Destination: Art, 1815 W. 213th Street, Suite 135, Torrance, CA 90501. Reference to third parties in connection with the prize is for reference and identification purposes only and not intended to suggest endorsement, sponsorship or affiliation with Sponsor or the Opportunity Draw.

14. ADMINISTRATOR: Destination: Art, 1815 W. 213th Street, Suite 135, Torrance, CA 90501

