

21c Kiss and Tell Contest – Official Rules

1. Organizer: The Competition is organized by 21c Museum Hotels LLC, located at 710 West Main Street, Suite 201, Louisville, KY 40202 (“Organizer”).

2. Binding Agreement: In order to enter the Competition, each entrant (“you”) must agree to these Official Rules. Therefore, please read these Rules carefully prior to entry to ensure that you understand and agree. You agree that submission of an entry in the Competition constitutes agreement to these Rules. You may not submit an entry to the Competition and you are not eligible to receive the prizes described in these Rules unless you agree to these Rules. These Rules form a binding legal agreement between you and Organizer with respect to the Competition. You must have access to the Internet and a valid e-mail address in order to enter the Competition.

3. Eligibility: The Competition is open to residents of the United States who are least twenty-one (21) years of age. Employees of Organizer and its affiliates, as well as their immediate families (spouse, parent, sibling, child, and spouse of any of the foregoing) and those living in their immediate households, whether or not related, are not eligible to enter the Competition or to win a prize. The Competition is subject to all applicable federal, state and local laws and regulations, and is void where prohibited by law.

4. Entry Period: The Competition entry period begins August 1, 2010 at noon and is expected to end on August 31, 2010 at midnight (the “Entry Period”). However, the Organizer reserves the right to end the Entry Period prior to August 31, 2010 in its sole discretion.

5. How to Enter: No purchase is necessary to enter. During the month of August, have your picture taken kissing one of the iconic red penguins at 21c Museum Hotel in Louisville, KY. Submit your picture to the 21c Museum Hotel Facebook page (<http://www.facebook.com/21cMuseumHotels>) for a chance to win the Grand Prize or one of the Consolation Prizes. Each entrant may submit a maximum of three entries.

6. Submission Requirements: By submitting an entry in the Competition (the “Submission”), you represent, warrant, and agree to the following:

- You are the sole and exclusive owner and rights holder of your Submission.
- Your Submission is an original, unpublished work that does not contain, incorporate or otherwise use any content, material or element that is owned by a third party.
- Your Submission has not been previously submitted in any other competition and/or previously published or sold.
- Your Submission must not contain any artworks on view inside 21c Museum Hotel or Proof on Main (other than the red penguin).
- You must have the consent of any persons whose faces are visible in your Submission. If you are selected as a winner, you may be asked to provide a written consent form signed by any individuals depicted in your Submission.
- You have not entered into or become subject to any contract, agreement or understanding that conflicts with your ability to enter into this legally binding agreement and convey the rights set forth herein.
- Your Submission shall not infringe any third-party proprietary, intellectual property or other rights, including, without limitation, copyright, trademark, patent, trade secret or confidentiality obligation.
- Your Submission must not be derogatory, offensive, threatening, defamatory, disparaging, libelous or contain any content that is inappropriate, indecent, sexually explicit, profane, slanderous, discriminatory, or otherwise does not comply with the theme and spirit of the Competition. The Organizer reserves the right, in its sole and absolute discretion, to remove any Submission from the Facebook page that violates any provision of these official rules or otherwise has the potential to reflect poorly on the Organizer or its affiliates.
- The Organizer accepts no responsibility for (i) lost or delayed submissions, (ii) any technical difficulties in transmitting Submissions, or (iii) any problems encountered while using Facebook and/or Wildfire.

7. License Grant: By submitting a Submission, you grant to Organizer, its affiliates, and their respective successors and assigns, a nonexclusive, unlimited, worldwide, perpetual, royalty-free license to publish, reproduce, display, transmit, distribute, adapt, make derivative works of, and otherwise use your Submission, in any media now known or not yet existing for any and all purposes. You hereby acknowledge that you shall not be entitled to any compensation for any use of your Submission by Organizer.

8. Winner Selection: After the completion of the Entry Period, the Organizer will select five finalists from the Submissions on the basis of creativity, originality, and (tasteful) use of the penguin. The finalists will be listed on the 21c Facebook page and the Grand Prize Winner will be the Submission that receives the most votes from Facebook users. In the case of a tie, the Organizer will select the Grand Prize Winner through a random drawing. The four finalists that do not win the Grand Prize will win Consolation Prizes. The Organizer's selection of the five finalists and its computation of the Grand Prize Winner will be final and not subject to appeal or additional review.

9. Prizes:

Grand Prize: Be crowned "Top of the Flock" and enjoy a romantic one-night stay at 21c Museum Hotel (complete with rose petal turndown, chocolate-covered strawberries, and breakfast for two at Proof on Main)
Consolation Prizes: Four Ceramic Red Penguins, hand-crafted especially for 21c by the world-renowned artisans at Louisville Stoneware

There is no cash alternative and prizes must be taken as offered. Organizer reserves the right to substitute prize(s) of an equivalent value should the prizes become unavailable for any reason. If a winner chooses not to accept the prize, an alternate winner will be chosen. All federal, state, and local taxes on the value of the prizes are the sole responsibility of the winners. Each winner agrees to sign and return to Organizer any tax and release forms that Organizer may require; failure to do so within the applicable time period may result in disqualification and forfeiture of his or her prizes. Return of any prize/prize notification may result in disqualification and selection of an alternate winner. Any potential winner who cannot be contacted within fifteen (15) days of attempted first notification may result in disqualification and forfeiture of his or her prizes.

10. Right to Use Name, Likeness, and Other Identifying Information: By submitting a Submission, you grant to Organizer, its affiliates and their respective successors and assigns, the right, except where prohibited by law, to use your name, likeness, city and state, biographical information, and Submission materials for all purposes, including, but not limited to, press and media communications, without further compensation to you. You also agree to participate in any media or promotional activity regarding the Competition. If you are a winner, you agree that Organizer may use your name and likeness to administer and promote the Competition and to conduct media interviews and promotional events, and you hereby explicitly waive your rights of privacy and publicity under applicable law.

11. Personal Data: By participating in this Competition, you agree that Organizer can collect certain personal information from you, and that if Organizer cannot collect the required data, you may not be eligible to participate in the Competition.

12. General Conditions: This Competition is governed by the laws of the State of Kentucky, United States. All federal, state and local laws and regulations apply. By participating in this Competition, you agree to be bound by the terms of these Official Rules which will be posted at throughout the Entry Period, and by the decisions of Organizer, which are final and binding on all matters pertaining to this Competition.

Organizer reserves the right, in its sole discretion, to disqualify any entrant found to be (1) tampering or attempting to tamper with the entry process or the operation of the Competition; (2) violating the Official Rules; (3) violating the terms of service, conditions of use or general rules or guidelines of any Organizer property or service; or (4) acting with the intent to annoy, abuse, threaten or harass any other person. Any false information provided within the context of the Competition by any entrant concerning identity, postal address, or ownership of rights in the Submission, and/or non-compliance with Official Rules may result in the immediate elimination of the entrant from the Competition. Organizer further reserves the right to disqualify any entry that it believes, in its sole discretion, infringes or violates the rights of any third party or otherwise does not comply with the Official Rules.

Organizer, its affiliates, and their respective officers, directors, trustees, employees, agents, successors and assigns (collectively, the "Released Parties") are not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect or delay in operations or transmission. Released Parties are not responsible for theft or destruction or unauthorized access to or alterations of Competition materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind. Released Parties are not responsible for inaccurate transmissions of or failure to display Competition materials as a result of technical problems or traffic congestion on the Internet or at any website or any combination thereof. If for any reason the Internet portion of the Competition is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Competition, Released Parties reserve the right, in their sole discretion, to cancel, terminate, modify or suspend the Competition.

13. LIMITATIONS OF LIABILITY; INDEMNIFICATION: TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY LIABILITY, CLAIMS, DEMANDS, LOSSES, DAMAGES, COSTS AND EXPENSES RESULTING FROM, RELATED OR INCIDENTAL TO (1) ANY ACT, OMISSION, DEFAULT OR BREACH BY YOU OF THE RULES OR ANY WARRANTY BY YOU SET FORTH HEREIN; AND (2) YOUR PARTICIPATION IN THE COMPETITION AND/OR YOUR USE OR ACCEPTANCE OF ANY PRIZE WON.

14. Severability: If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

15. Entire Agreement: This binding agreement is the entire understanding between you and Organizer concerning the subject matter addressed herein and supersedes and replaces any previous understandings between the parties concerning the subject matter addressed in this binding agreement.