

## 25<sup>th</sup> Anniversary Giveaway – October 2018 SWEEPSTAKES OFFICIAL RULES

**NO PURCHASE REQUIRED. BUYING WILL NOT HELP YOU WIN. YOUR CHANCES OF WINNING WITHOUT MAKING A PURCHASE ARE THE SAME AS THE CHANCES OF SOMEONE WHO PURCHASES SOMETHING. IT IS ILLEGAL TO GIVE ANY ADVANTAGE TO BUYERS IN A SWEEPSTAKES.**

1. ADMINISTRATOR AND SPONSORS: The Sweepstakes (defined below) is run by USFRSC, Inc. dba *Cowboys & Indians* ("Administrator"), 6688 N. Central Expwy., Suite 650, Dallas, TX 75206. The sponsors of the Sweepstakes are *Cowboys & Indians* and Christopher Cardozo Fine Art ("Sponsors").

2. ENTRY: To enter the 25<sup>th</sup> Anniversary Giveaway – October 2018 (the "Sweepstakes") online, go to [www.cowboysindians.com/giveaway](http://www.cowboysindians.com/giveaway), follow all entry instructions, and complete and submit the online entry form. Alternatively, you can enter the Sweepstakes by mailing a postcard with your full name, mailing address, and email address (if you have one) to: "25<sup>th</sup> Anniversary Giveaway – October 2018" c/o *Cowboys & Indians*, 6688 N. Central Expwy., Suite 650, Dallas, TX 75206. All methods of entry have an equal chance of winning.

3. DEADLINE: Online entries must be received between 12:01 a.m. Central Standard Time on August 27, 2018 and 11:59 p.m. Central Standard Time on October 19, 2018 (the "Entry Period").

4. LIMIT OF ONE ENTRY PER PERSON. Only one entry is permitted per person. This means that you, personally, can only enter once per Entry Period. You may not register multiple times using different e-mail addresses. If you attempt to register more than once, only the first entry will be considered and subsequent entries will be disqualified.

Entries will be deemed made by the authorized email account holder of the e-mail address submitted at the time of entry. The authorized e-mail account holder is the natural person who is assigned to the e-mail address by an internet access provider, online service provider, or other organization that is responsible for assigning an e-mail address or the domain associated with the submitted e-mail address.

In the event of a dispute about the identity of an entrant, Sponsors may require that the potential winner provide proof that he or she is the authorized e-mail account holder of the e-mail address and/or password associated with the winning entry. Multiple entrants are not permitted to share the same e-mail address for the purposes of entry in the Sweepstakes. Use of any device to automate entry is prohibited.

All entries submitted become the sole property of the Sponsors and will not be acknowledged or returned. The Administrator's computer is the official time keeping device for the Sweepstakes. "Receipt" of an online entry will be determined when the Administrator's web server records the registration information. Any automated computer receipt (such as one confirming delivery of email) or other proof of submission of an entry will not constitute actual receipt of a registration form for purposes of these Official Rules (defined below).

The Administrator is not responsible for entries not received, incorrect or inaccurate information whether caused by internet users, difficulty accessing the internet, service outage or delays, computer difficulties, hardware, software, or program malfunctions, any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error which may occur in the processing of the entries.

5. ELIGIBILITY: The Sweepstakes are open to legal residents of the United States, age 21 or older at the time of entry. Void outside of the United States and where prohibited. Employees of Sponsors and their subsidiaries, affiliates, advertising and promotion agencies, and the immediate family members and/or those living in the same household of each, are not eligible to enter. "Immediate family member" means an individual's spouse, parents, spouse's parents, siblings, children, and child's spouse. The Sweepstakes are subject to all applicable federal, state, and local laws and regulations.

Entrants are required to provide truthful information and the Administrator will reject and delete any entry that it discovers to be false or fraudulent. The Administrator will disqualify any entry from individuals who do not meet eligibility requirements. The Administrator will also disqualify and promptly delete any personal information from an entry knowingly received from persons under the age of 13 in compliance with the Children's Online Privacy Protection Act.

**CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, ADMINISTRATOR AND SPONSORS RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

6. Prizes: The following prizes will be awarded: One (1) winner will receive a prize from our featured sponsor.

One (1) winner will receive an archival 20x24 print of Edward S. Curtis' *Shot in the Hand—Apsaroke, 1908*.

The approximate retail value is \$495.

Total Approximate Retail Value of All Prizes combined: \$495. Sponsors make no warranties with regard to the prizes. Prizes are not transferable. No substitutions of prize allowed by winners, but Sponsors reserve the right to substitute a prize of equal or greater value due to prize unavailability. Prizes are not redeemable by winner for cash value. All taxes, fees and surcharges on prizes are the sole responsibility of winner.

7. PRIZE CONDITIONS: Prize is subject to availability and will be awarded pending verification of eligibility. Payment of all federal, state and local taxes are solely the responsibility of the winners. **Winners will be required to complete and submit an IRS Form W-9 or the equivalent including the winner's full Social Security Number for receipt of any prize valued at \$600 or more or for any prizes awarded by the Sponsors in a calendar year with an aggregate value of \$600 or more. Failure to submit a complete W-9 or equivalent will result in disqualification and forfeiture of the prize.**

Prizes are non-assignable and non-transferable to another individual, except to a surviving spouse of the winner. There is no substitution, transfer or cash equivalent for prizes, except that the Administrator or Sponsors may, at its sole discretion, substitute any prize, or portion of a prize, with a prize of comparable value or cash. Any difference between stated approximate retail and actual value of prize will not be awarded. **ALL PRIZES ARE AWARDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT).**

Acceptance of a prize constitutes permission (except where prohibited), for Sponsors and its designees to use the winner's name, voice, image, likeness, photographs, statements, biographical information and any other personal characteristics, in any and all media now or hereafter known, for any purpose, including without limitation advertising, marketing, promotional and/or publicity purposes, without additional compensation to such winner. As a condition of claiming a prize, at Administrator or Sponsors' request, the winner must sign and return an Affidavit of Eligibility, a Liability Waiver, and, where allowable, a Publicity Release, granting the rights described in this paragraph.

8. METHOD OF DETERMINING WINNER: The winner will be selected in a random drawing from all eligible entries on October 20, 2018. Winner will be notified by email within 10 days after the winner has been selected. **If the potential winner does not respond to the winner notification email; sign and return an Affidavit of Eligibility, a Liability Waiver, or a Publicity Release (where permitted) within one week; or is otherwise disqualified, the potential winner will forfeit the prize, and a new winner will be selected.** The Administrator may award the prize to an alternate winner who will be chosen at random from the remaining eligible entries received during the Entry Period, and Administrator and Sponsors shall have no responsibility or obligation to potential winner that forfeited the prize. The odds of winning depend on the number of entries received. No more than the stated number of prizes will be awarded.

9. LIMITATION OF ADMINISTRATOR'S AND SPONSORS' LIABILITY: The Administrator is solely responsible for conducting the contest and awarding the prize. Entrants agree that the Administrator is not responsible for late, lost, damaged, or misdirected entries, or any technical malfunctions of the telephone network and/or transmission line, computer online system, computer equipment, hardware, software, or any email failure, including failure due to traffic congestion on the internet or website, or any combination thereof, or any entries that are late (including delayed data transmissions), tampered with, garbled, incomplete, misdirected, lost, mutilated, delayed, corrupted, mechanically duplicated, illegible, or otherwise not in compliance with these Official Rules (defined below).

Entrants also agree that the Administrator and the Sponsors are not responsible or liable for any injury or damage to an entrant's or third person's computer related to or resulting from Sweepstakes and its prizes, including without limitation any server failure; lost, delayed, or corrupted data; or other malfunction.

The Administrator reserves the right to modify, suspend, or cancel the Sweepstakes in the event of any act, occurrence, or reason that would corrupt the integrity, administration or fairness of the Sweepstakes in its sole discretion, including without limitation significant technical difficulties such as those caused by viruses, hacking, unauthorized intervention or fraud. If the Sweepstakes are terminated before the end date stated in Section 3, the Administrator will select the winners by random drawing from among all eligible non-suspect entries received as of the termination time/date. Neither Administrator nor Sponsors is responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes, or in the announcement of any prize.

By participating in the Sweepstakes, entrants agree to release, discharge, and hold harmless Administrator and Sponsors, their respective parents, affiliates, subsidiaries, advertising and promotion agencies, and other individuals engaged in the development or execution of this Sweepstakes, from any liability, claims, losses, and damages arising out of or relating to participation in the Sweepstakes or the acceptance, use, misuse, or possession of any prize received in the Sweepstakes, including without limitation liability for personal injury or death. All causes

of action arising out of or connected with the Sweepstakes or any prize awarded, shall be resolved individually, without resort to any form of class action; and any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs. You expressly waive all claims for punitive, incidental, consequential, or any other damages.

10. **PRIVACY:** The Administrator shares the information collected from Sweepstakes entries with the Sponsors and other *Cowboys & Indians* advertisers. By entering your home and/or email address on the Sweepstakes entry form, you consent to receive promotional mail and email from *Cowboys & Indians* and our advertisers. If you do not want to receive future sweepstakes or mailings, please specify your request and write to 6688 N. Central Expwy., Suite 650, Dallas, TX 75206.

11. **TAX LIABILITY:** Federal, state, and local taxes are the sole responsibility of the winner.

12. **SWEEPSTAKES CONDITIONS:** By entering the Sweepstakes, you agree to these rules ("Official Rules") and agree that the decisions of the Administrator and Sponsors are bindings in all respects.

You agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of the Sponsors in connection with the Sweepstakes, will be governed by, and construed in accordance with, the laws of the State of Texas without giving effect to any choice of law or conflict of law rules.

You consent to the personal jurisdiction and venue of the federal, state and local courts in Dallas County, Texas and waive any objections to such personal jurisdiction.

You agree that venue for any dispute arising out of or in any way related to the Sweepstakes and/or these Official Rules lies exclusively in the federal, state, and local courts in Dallas County, Texas.

The Administrator, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of the Administrator's website. Failure to comply with the rules of the Sweepstakes may result in an entrant's disqualification and/or forfeiture of any prize or prizes. If the Administrator makes a good faith determination that an entrant has cheated or committed fraudulent activity in connection with the Sweepstakes, the Administrator reserves the right to disqualify that entrant from entering and/or winning future sweepstakes and to prosecute and seek damages to the fullest extent permitted by law.

### 13. CONTACT INFORMATION

For a copy of these Official Rules or the names of the prize winners, send a self-addressed stamped envelope to 25<sup>th</sup> Anniversary Giveaway – October 2018 Administrator, c/o *Cowboys & Indians*, 6688 N. Central Expwy., Suite 650, Dallas, TX 75206, before April 12, 2018. The Official Rules will also be available at [[www.cowboysindians.com/giveaway](http://www.cowboysindians.com/giveaway)].

### SWEEPSTAKES FACTS

PRIZE	RETAIL VALUE	NUMBER OF PRIZES	ODDS	FINAL CLOSING DATE
One (1) winner will receive an archival 20x24 print of Edward S. Curtis' <i>Shot in the Hand—Apsaroke, 1908</i> .	\$495 per Prize Total Value: \$495	One (1)	Odds depend on the number of entries received.	October 19, 2018

### ABBREVIATED RULES FOR ADVERTISING

**NO PURCHASE NECESSARY.** Sweepstakes starts 12:01 a.m. CST on August 27, 2018 and ends 11:59 p.m. CST on October 19, 2018 ("Entry Period"). Prize: The following prize will be awarded: One (1) winner will receive a prize from our featured sponsor. One (1) winner will receive an archival 20x24 print of Edward S. Curtis' *Shot in the Hand—Apsaroke, 1908*. The approximate retail value is \$495.

Total Approximate Retail Value of All Prizes combined: \$495. Sponsors make no warranties with regard to the prizes. Prizes are not transferable. No substitutions of prize allowed by winners, but Sponsors reserve the right to substitute a prize of equal or greater value due to prize unavailability. Prizes are not redeemable by winner for cash value. All taxes, fees and surcharges on prizes are the sole responsibility of winner.

The Sweepstakes are open to legal residents of the United States and the District of Columbia, age 21 or older at the time of entry. Void outside of the United States and where prohibited. All methods of entry have an equal chance of winning. The odds of winning depend on the number of entries received. Sponsored by *Cowboys & Indians* and Christopher Cardozo Fine Art. Sweepstakes subject to complete Official Rules. Entry is free. Entry form and Official Rules are available at [www.cowboysindians.com/giveaway](http://www.cowboysindians.com/giveaway).