

OFFICIAL RULES

CONTEST IS VOID WHERE PROHIBITED. ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS APPLY. NO PURCHASE OR PAYMENT IS REQUIRED TO ENTER THE CONTEST OR WIN A PRIZE.

IMPORTANT DATES:

June 28, 2022 at 9:00 a.m. CDT – Contest Submission Period Begins

August 5, 2022 at 5:00 p.m. CDT – Contest Submission Period Ends

August 6-10, 2022– Panel Review Period (approximate)

August 11, 2022 – Finalists notified (approximate)

August 12-17, 2022 – Online Voting Period (approximate)

August 18, 2022 – Winner is notified

September 2, 2022 – First Friday at Orpheum which Winner will be recognized

ELIGIBILITY: The Orpheum’s DIGITAL PRINT MURAL CONTEST (the “Contest”) presented by Orpheum Performing Arts Centre, LTD. (the “Orpheum”) is open to legal residents of the fifty (50) United States and the District of Columbia who are at least 18 years old (“Entrant”) or who are parents or legal guardians of a child who is a student in Kindergarten through Twelfth grade at the time of entering the Contest. Eligible entries are those created by the Entrant’s child (the “Artist”). **Void in Puerto Rico, the U.S. Virgin Islands, all other U.S. territories and possessions, and where prohibited by law.**

HOW TO ENTER:

The submission period for the Contest begins on June 28, 2022 at 9:00 a.m. Central Daylight Time (“CDT”) and ends on August 5, 2022 at 5:00 p.m. CDT (the “Submission Period”). During the Submission Period, Entrants may enter the Contest by completing the following steps:

1. Obtain and complete an Official Entry Form available on www.wichitaorpheum.com (the “Orpheum Website”).
2. Submit an original piece of artwork created by the Artist (the “Artwork”) and a written description of the Artwork. **The Artwork must be in CMYK color and submitted digitally as a vector form that can scale to 116” x 60” or at the 116” x 60” size. Artwork must be at minimum 300 DPI resolution and received as an EPS, PDF, High Res JPEG, or Tiff file. Files must be submitted with the following naming convention: LastnameFirstName-TitleofSubmission.**

3. Artwork not meeting these requirements is ineligible for consideration in the Contest. Orpheum Performing Arts Centre, LTD. reserves the right to request the original piece of Artwork, for purposes of verification.
4. The Official Entry Form and the Artwork (collectively referred to as the "Submission") must be submitted (i) electronically via the Orpheum's website.
5. The Official Entry Form must include the Entrant's name, email, address, and telephone number and area code, the Artist's name, and other required information listed on the document for the Entrant and Artist.
6. All Submissions must be received by the close of the Submission Period, or will be deemed ineligible. Entry by any means which subverts the entry process will be void. The Orpheum may terminate, extend, or suspend the Submission Period in its sole discretion.

INQUIRIES:

Please direct all inquiries regarding the Contest to:

The Orpheum Performing Arts Centre, LTD
200 N Broadway, Ste. 330
Wichita, KS 67202

The identity of the Finalists and Winner may be obtained by sending a request to the address above within thirty (30) days of the end of the Contest. Please include a self-addressed postage paid (U.S. postage only) envelope.

- If you are having problems using this website, including problems accessing any portion of this site using screen reader technology, please call 316.771.7983 or email info@wichitaorpheum.com for assistance.

ONLY THE ENTRANT MAY SUBMIT THE SUBMISSION AND ENTER THE CONTEST.

By submitting a Submission, Entrant, on behalf of itself and the Artist: (a) agrees to be bound by these Official Rules and by the interpretations of these Official Rules by The Orpheum and the decisions of The Orpheum; (b) acknowledges that Entrant, the Artist, the Artwork, and the Submission comply with these Official Rules; (c) represents and warrants that Entrant and the Artist meet all the eligibility criteria set forth in these Official Rules; (d) agrees to comply with any and all applicable federal, state and local laws, rules and regulations; (e) agrees to release and hold harmless The Orpheum from and against any and all claims, injury or damages arising out of or relating to participation in the Contest, the use by The Orpheum or its affiliates of the Artwork, the use, misuse or redemption of the Prize (defined below), and for any Claims, causes of action, or lawsuit; and (f) agrees to waive any claims against The Orpheum relating to the judging or awarding process. All interpretations of these Official Rules and decisions made by The Orpheum related to the Contest are final. The Orpheum, in its sole discretion, may disqualify the Submission for any reason at any time, including if it determines, in its sole discretion, that it fails to comply with these Official Rules in any way or otherwise contains unacceptable content as determined by The Orpheum, in its sole discretion.

In addition, Entrant hereby grants permission for the Artist's Artwork to be posted online by The Orpheum on The Orpheum Website and social media networks, and otherwise used for commercial purposes. Entrant agrees that Released Parties (as defined below) are not responsible for any unauthorized use of the Artwork by any third parties. Released Parties do not guarantee the posting of any Artwork. Entrant agrees that the Artwork by the Artist will not be used for any other purpose, including, without limitation, posting the Artwork to any online social networks without the express consent of The Orpheum in each instance.

WINNER SELECTION:

All eligible Artwork received during the Submission Period will be subjectively judged by a panel of judges from the Mural Arts Program and The Orpheum staff based on the following criteria:

- Artwork that celebrates performing arts, film, diversity, and culture, keeping in mind the Orpheum centennial and its place in the community.

- We encourage bold colors and designs that will create a unique and vibrant backdrop for visitors and community members both in person and through photography.

The top three (3) Artists whose Artwork receives the highest scores from the judges will be deemed finalists (each, a "Finalist"). The Finalists' Artwork will be posted on The Orpheum social media where fans can vote for their favorite submission. At the end of the Online Voting Period, one (1) such Finalist will be chosen as the winner (the "Winner"). The Winner is asked to be present at the First Friday Celebration on September 2.

PRIZE:

The Winner's Artwork will be featured as the design for The Orpheum First Street digital printed mural as printed by City Blue Print. The Winner shall receive the following prize of: (1) \$1,000 and (2) the Winner will be invited to participate in the First Friday celebration at the Orpheum on Friday, September 2 to showcase other Artwork, and (3) ribbon cutting ceremony once the mural is installed.

ENTRIES:

There is no limit on the number of Submissions that may be received from each Entrant. However, each Artwork must be different and must be accompanied by a separate Official Entry Form, all of which must be submitted via The Orpheum Website separately from all other Submissions. All entries must be received within the Submission Period stated above to be eligible. Late entries will be disqualified. The finalists entries become the property of The Orpheum and will not be returned.

For purposes of these Official Rules, "receipt" of an entry received via The Orpheum Website only occurs when The Orpheum's servers record an Entrant's Submission during the Submission Period, submitted consistent with these Official Rules. The Orpheum shall have no liability whatsoever for any attempted entry which is not received as set forth herein. Screen shots, printouts or other purported "proof" or "evidence" of entry or winning, in lieu of The Orpheum's validation process, shall not be binding. Proof of sending (such as an automated receipt, screen shots, etc.) does not constitute proof of actual receipt of an entry for purposes of these Official Rules.

PRIZE DETAILS:

PLEASE NOTE THAT EVEN IF ENTRANT IS LISTED AS A WINNER AT THE CLOSE OF THE CONTEST PERIOD AND/OR VOTING PERIOD, **ENTRANT HAS NOT YET WON THE APPLICABLE PRIZE**. THE WINNER IS SUBJECT TO VERIFICATION BY THE ORPHEUM, AND MUST MEET ALL ELIGIBILITY REQUIREMENTS AND THE TERMS OF THESE OFFICIAL RULES BEFORE AN ENTRANT WILL BE CONFIRMED AS A WINNER AND THE PRIZE WILL BE AWARDED.

No substitutions, cash equivalents, assignment, or transfer of the Prize. The Prize will be provided at a date, time and location determined in the sole discretion of The Orpheum. The Prize is awarded subject to applicable legal restrictions, if any, and "AS IS, WHERE IS" without any warranty or guaranty (express or implied), except that which may be provided by the producer or supplier of the Prize. All decisions are final on all matters relating to the awarding of the Prize and Contest.

The Winner must not be under any legal restraints or other impediments that would prevent the Winner from accepting the Prize, and must be able to accept the Prize on the date or dates specified by

The Orpheum. Otherwise, the Prize will be forfeited and The Orpheum may select an alternate Winner, at its discretion.

Any and all costs and expenses associated with any Prize acceptance and/or use are the sole responsibility of the Winner, including, without limitation, all federal, state, local and provincial taxes, transportation. Parking, meals and concession, lodging, gratuities, and souvenirs, and all registration, license, permit fees and similar surcharges, and all other expenses of any nature incurred by the Winner in claiming the Prize. Winner (and permitted guests of Winner) are responsible for obtaining travel arrangements at their own expense to and from all activities and events that are components of the Prize and hereby acknowledge that The Orpheum has not and will not obtain or provide travel insurance or any other form of insurance for any travel associated with the Prize.

Winner and guests must comply with all venue and event rules and regulations. Failure to do so may result in forfeiture of such Prize. The Orpheum reserves the right to remove or deny entry to the Winner and any of his/her guests who engage in a disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person at the event as determined by the Orpheum.

If any activity or ceremony associated with winning the contest is unable to take place as planned for any reason, including but not limited to, cancellation, scheduling conflicts, lockout, labor dispute, strike, or inclement weather, the remaining components of the Prize will be awarded and The Orpheum's obligation to the Winner will be fulfilled, and no other additional compensation or substitution will be provided.

SUBMISSION GUIDELINES/INTELLECTUAL PROPERTY:

All Submissions, including all Artwork, must be original, unpublished and created by the Artist on whose behalf Entrant has entered such Submission, and must not contain any third-party material unless permission to use such material(s) has been granted by such third party and all necessary consents and permissions directly or indirectly related to the Submission and its use have been obtained, and that neither the Submission. Entrant warrants and guarantees that all such consents and permissions have been obtained, and that neither infringes or violates any third party's copyrighted material, trademark or other legal or intellectual property rights.

Submissions must have been created specifically for Contest, and must not have been previously published, released commercially or won any awards. Any elements appearing in a Submission, including, without limitation, photographs, art of any other materials, must be entrant's own original work, created by entrant, or be in the public domain.

Any Submission must be in the following formats on the template provided by the The Orpheum: avi, jpg, jpeg, gif, bmp, eps, tif, psd, or pdf.

Each Submission may not contain, as determined by The Orpheum in its sole discretion, any content that:

- is sexually explicit or suggestive;
- is tortious, defamatory, false or misleading, slanderous, libelous, or otherwise unlawful;
- is violent or derogatory of any ethnic, racial, gender, religious, professional or age group;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing);
- promotes any activities that may appear unsafe or dangerous;
- promotes any particular political agenda or message;
- is obscene or offensive;
- endorses any form of hate or hate group;
- appears to duplicate any other submitted entries except other entries submitted by the Entrant;
- contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, without permission;
- contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- contains material that violates or infringes another's rights, including, but not limited to, rights of privacy or publicity and copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission;
- contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead;
- contains commercial products or services or private property owned by others;
- communicates messages or images inconsistent with the positive images and/or good will with which The Orpheum wishes to associate.

Upon The Orpheum's actual knowledge that any Submission material is infringing a third party's intellectual property or other proprietary rights, the Submission will be immediately disqualified, and, if applicable, the material will be immediately removed from any posted areas.

By entering the Contest, each Entrant represents and warrants that: (i) the Artwork is the original, unpublished work of the Entrant, that he/she has all rights to the Artwork, that the Artwork was created specifically for Contest, that the Artwork, in whole or in part, has not been released commercially, been previously published or won any awards; (ii) the Artwork does not and will not violate any law, statute, ordinance or regulation or any of the guidelines set forth in these Official Rules; (iii) the Artwork is free and clear of any and all liens or claims with respect to the use of the Artwork in the manner authorized in these Official Rules; and (iv) the Artwork does not infringe upon or violate the intellectual property rights of any third party and will not give rise to any claims of infringement, invasion of privacy or publicity, or infringe on copyrights, trademarks, patents or other intellectual property rights or any rights or interests of any third party, or give rise to any claims for any payment whatsoever. In the event The Orpheum discovers that the Submission is plagiarized, stolen, or used without obtaining permission and release from a third party or collaborator in the creation of the Submission, The Orpheum retains the right to file criminal complaints, make legal claims, file lawsuits, or take any other legal action necessary to protect The Orpheum from any legal liability asserted against it.

Entrants acknowledge and agree that The Orpheum may receive many Submissions in connection with this Contest and that some Submissions may be very similar in content, idea, theme, or in other respects to other Submissions received or submitted. Entrant waives any and all claims entrant may have had, may have and/or may have in the future, that any Submission in this Contest is similar to his/her Submission, or that any compensation is due to entrant in connection with such Submission.

By entering the Contest, Entrant agrees to assign all right, title and interest, including copyright rights, in the entry to The Orpheum and grant permission for The Orpheum and its respective designees to publish or publicize all or part of the entry, including but not limited to the Entrant's name, likeness and Artwork contained in the entry, in whole or in part, for advertising, promotional and trade or other purposes in conjunction with this and similar promotions in any and all media now known or hereafter developed, worldwide in perpetuity, without notice or permission and without any compensation, except where prohibited by law. All Entrants agree that in exchange for their participation in Contest, they grant, and have the full right to grant, The Orpheum and its representatives, affiliates, licensees, successors and assigns; (i) the right, but not the obligation, to use, edit, adapt, reformat, rearrange, modify, combine with other pictures, items and/or materials, add to and/or customize Submission; and (ii) the assignable, sub-licensable, perpetual, non-exclusive, irrevocable, royalty free, right and license to use, exhibit, display, broadcast, copy, reproduce the Submission, encode, compress, encrypt, incorporate data into, rebroadcast, transmit, record, publicly perform, create derivative works of, distribute and synchronize in timed relation to visual elements and aural elements, and or otherwise exploit, the Submissions, and/or any portions or excerpts thereof individually or with others, in whole or in part, in conjunction with other material, in any manner, including advertising, promoting and publicizing The Orpheum, an unlimited number of times, in any and all media, now known or hereafter devised, in perpetuity, throughout the world, without any additional liability, obligation to, or review or approval by, or additional payment of any kind to, entrant or any third party. All Submission materials become the sole and exclusive property of The Orpheum. Submissions will not be returned. By

submitting a Submission, entrant understands and agrees that his/her Submission may be publicly displayed in the manner set forth above without any further notification to or consent from Entrant.

Entrants agree to obtain, upon request from The Orpheum, any documentation necessary to prove their unrestricted ownership in all contents of Submission and their right to use Submission as specified in these Official Rules.

FINALIST/WINNER NOTIFICATION AND REQUIRED DOCUMENTS:

The Finalists will be notified of their selection on or about August 15, 2022, and the Winner will be notified of their selection on or about August 23, 2022. The Orpheum shall use such effort as, in its sole discretion, it deems reasonable to notify the Finalists and Winners. In order to receive the Prize, the Winner will be required to furnish proof of eligibility and identity including, but not limited to, U.S. social security number where applicable. The Winner must immediately claim the Prize and return to The Orpheum any documentation required by The Orpheum, including a Confirmation, Release and Indemnity in the form(s) provided by The Orpheum, within the response time prescribed by The Orpheum. Otherwise, the Prize may be forfeited. If the Prize award notification is not effective or Winner fails to claim the Prize or return the required documents, The Orpheum reserves the right to select an alternate Winner utilizing the same selection method from the remaining eligible Entrants for the Contest. The Orpheum decisions concerning selection of the Finalists and Winner, as well as all other matters relating to any Contest, are final and binding.

PRIVACY:

Personal information collected by The Orpheum will be used for administration of the Contest. Entrants may also be contacted immediately or in the future by The Orpheum with respect to available ticket offers and other promotional opportunities. In addition, Entrants may receive commercial advertising email correspondence from, or on behalf of, The Orpheum subject to their respective Privacy Policies, as applicable.

PUBLICITY:

To the extent permitted by law, each Entrant agrees that entry in the Contest constitutes permission, in perpetuity, that The Orpheum, and each of their respective affiliates, employees, officers, directors, successors and assigns and/or members may use worldwide the Entrant's identity, name, image, likeness and biographical information, as well as any materials submitted by the Entrant, and in any media now or hereafter developed from Entrant's participation in the Contest, for any purpose, including, but not limited to, publicity, promotional and advertising purposes related to such parties without any additional consideration or any compensation of any kind.

Each Entrant entry hereby represents and warrants that they have the full legal authority to submit the entry and to grant the rights to The Orpheum granted herein on behalf of the Artist. The Entrant contained in each entry further grants to The Orpheum for their own benefit, the benefit of its Artist, and for the benefit of others, the non-exclusive and perpetual right to (a) interview, photograph, or otherwise capture the image of the Entrants, both in still and motion pictures, (b) record the voice of the Entrants separately and in synchronization with images, by any means known or hereafter discovered, and (c) use and duplicate such photographs or other images, whether in print, videotape, digital or other formats, and reproduce the voices of the Entrants, separately or together with such images for all purposes. All copies of the images, likenesses and voices created or recorded by The Orpheum (or its agents and affiliates) of the Entrants shall be the exclusive property of The Orpheum. Entrants agree that the copyright in any work captured by The Orpheum with all such rights in and to said work is transferred by the undersigned to The Orpheum hereby.

RELEASE:

As a condition of entering the Contest, Entrant agrees that: (1) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, punitive, incidental, consequential or any other damages; (2) all causes of action arising out of or connected with any Contest, or the Prize awarded, shall be resolved individually, without resort to any form of class action; and (3) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees.

LIABILITY:

EACH ENTRANT, FOR HIM OR HERSELF, AND ON BEHALF OF THE ARTIST WHOSE ARTWORK ACCOMPANIED ENTRANT'S SUBMISSION: (1) ACKNOWLEDGES ACCEPTANCE OF THE OFFICIAL RULES AND AGREES TO ADHERE TO AND BE BOUND BY THEM; (2) ASSUMES ALL RISK, RESPONSIBILITY, AND LIABILITY FOR ANY PERSONAL BODILY INJURY OR DEATH OR ANY DAMAGE OR LOSS OF PROPERTY, INCLUDING ANY BODILY INJURY OR DEATH TO ANOTHER PERSON, DIRECTLY OR INDIRECTLY ARISING FROM PARTICIPATION IN THE CONTEST; AND (3) AGREES TO RELEASE, DISCHARGE, INDEMNIFY AND HOLD HARMLESS THE ORPHEUM, CITY BLUE PRINT, ASM GLOBAL, CITY OF WICHITA, THE ARTS COUNCIL, MURAL ARTS PROGRAM, AND EACH OF THEIR RESPECTIVE AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS AND/OR MEMBERS ("RELEASED PARTIES"), THEIR SUCCESSORS AND ASSIGNS, FROM AND AGAINST ALL CLAIMS, LOSSES AND DAMAGES TO PROPERTY OR PERSON, INCLUDING DEATH (including claims based on defamation, publicity rights, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property related cause of action), INCURRED OR CAUSED BY ENTRANT OR ENTRANT'S REPRESENTATIVES, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, ARISING FROM OR IN CONNECTION WITH OR RELATED TO THE OPERATION OF, OR PARTICIPATION IN, THE CONTEST (ALL OF THE FOREGOING, COLLECTIVELY, "CLAIMS").

The Orpheum is not responsible for any printing, distribution or production errors and may rescind, cancel or revoke the Contest based upon any such error without liability at The Orpheum's sole discretion.

GENERAL:

The Contest is conducted in the English language and The Orpheum shall not be responsible for any printing, typographical, administrative, or technological errors in the offer, presentation or administration of the Contest. The application and interpretation of the Official Rules, the award of the Prize, and selection of the Winner shall be determined by the representatives of The Orpheum, and all decisions in that regard shall be in the sole discretion of such representatives and shall be final and conclusive. Entrants agree that in the event that a legal authority challenges the award of the Prize, The Orpheum shall have the sole right to determine whether or not to award such Prize. In the event of any claim or dispute with regard to the Contest or the Official Rules, the laws of the State of Kansas shall govern and apply, without regard to conflict of law provisions. Entrants agree to submit to the exclusive jurisdiction of the courts of the State of Kansas in regard to any claim or dispute with respect to any aspect of the Contest or the Official Rules.

The Orpheum is not responsible for any inability to conduct the Contest or award the Prize as a result of any act of God, labor stoppage strike, or lock out, or other reason beyond the control of The Orpheum. In the event The Orpheum cancels, revokes or rescinds the Contest after a Winner has been determined, and assuming the Winner is not responsible for the decision to cancel, revoke or rescind, then The Orpheum will still pay the prizes won.

The Orpheum reserves the right, in its sole discretion, to disqualify any Entrant for cheating and to prevent any person from participating in the Contest or in the Prize award if that person does not adhere to the Official Rules or acts: (a) in a manner that The Orpheum determines to be not fair; (b) with an intent to annoy, threaten or harass any other person or the Released Parties; or (c) in any other disruptive manner.

Under no circumstances shall a submission into the Contest, the awarding of the Prize, or anything in these Official Rules be construed as an offer or contract of employment with The Orpheum. Entrants acknowledge that their Submission was voluntary and not in confidence or in trust. Entrants acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between Entrant and The Orpheum and that no such relationship is established by Entrant's Submission under these Official Rules.

INTERNET:

If for any reason this Contest is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the reasonable control of The Orpheum which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, The Orpheum reserves the right, at its sole discretion, to disqualify any individual who tampers with the entry process and to cancel, terminate, or suspend the Contest, in whole or in part, at any time, without notice and award the Prize using all non-suspect eligible entries received as of this termination date. The Orpheum assumes no responsibility for (i) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of entries, (ii) any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers or providers, computer equipment, software, failure of any e-mail or entry on account of technical problems, human error or traffic congestion on the Internet or at any website or any combination thereof, including any injury or damage to Entrant's or any other person's computer relating to or resulting from participation in this Contest or downloading or uploading any materials in connection with this Contest.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY ONLINE MEDIA OR WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS OR THE ONLINE MEDIA RULES AND REGULATIONS AND, SHOULD SUCH AN ATTEMPT BE MADE, THE ORPHEUM RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.