

DGB's Digital Watercolor Giveaway Official Rules NO PURCHASE REQUIRED TO ENTER OR WIN.

1. **Eligibility:** DGB's Digital Watercolor Giveaway (the "Promotion") is open only to legal residents of the 50 U.S. (or D.C.) who are 21 years of age or older at the time of entry. Employees and non-employee workers of DGB, participating non-profit organizations, and their respective parent companies, subsidiaries, affiliates, agents and those prize providers and agencies that are involved in the development or execution of this Promotion or any of its materials, and the immediate family (spouse, parents, siblings, and children) and household members of each such person are not eligible. The Promotion is subject to all applicable federal, state, and local laws and regulations and is void where prohibited by law. The Promotion consists of a Digital Watercolor Giveaway (the "Digital Watercolor Giveaway").
2. **Sponsor:** Dead Gorgeous LLC, 3653 N. Laramie Avenue, Chicago, IL 60641. Administrator: Paula Clayton, dba In A Jungle, 3653 N. Laramie Avenue, Chicago, IL 60641.
3. **Agreement to Official Rules:** By participating in the Promotion, entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor and Administrator, which are final and binding in all matters related to the Promotion.
4. **Promotion Period:** The Promotion begins at 12:00 a.m. Central Time ("CT"), Wednesday 22nd February, 2023 and ends at 6:56pm p.m. CT, Monday March 20th, 2023 (the "Promotion Period"). Administrator's computer is the official time-keeping device for this Promotion.
5. **How to Enter:** Go to [https://mailchi.mp/2c8a72647aa9/dec2022\\_digitalwatercolorgiveaway](https://mailchi.mp/2c8a72647aa9/dec2022_digitalwatercolorgiveaway) and input the requested information. You will receive 1 entry for email subscription. If you wish to opt out Unsubscribe from email list. Call (773) 769-7278 if you would like more information. Send questions to [MyLifePortraitArt@gmail.com](mailto:MyLifePortraitArt@gmail.com). By entering the Promotion via email subscription, you agree that you are providing Sponsor and Administrator express, written consent for you to receive up to 10 email messages using automated technology in response to your entry related to the Digital Watercolor Giveaway. If you are a potential winner of a Digital Watercolor Giveaway prize, the return email that you receive will contain detailed prize claim instructions. Your participation in the Promotion is subject to the Sponsor's Privacy Policy, which can be viewed by visiting [https://www.lifeporraitart.com/\\_files/ugd/8b44dc\\_58234d5259b0438d996291f0de1eabbf.pdf](https://www.lifeporraitart.com/_files/ugd/8b44dc_58234d5259b0438d996291f0de1eabbf.pdf) **Limit:** 1 email subscription per person during the Promotion Period,. Multiple participants are not permitted to share the same email address. Any attempt by any participant to obtain more than the stated number of entries/plays by using multiple/different email addresses, Devices, identities, registrations or logins, or any other methods will void that participant's entries/plays and that participant may be disqualified. Any use of robotic, repetitive, automatic, programmed or similar entry/play methods or agents (including, but not limited to, sweepstakes entry services) will void all entries/plays by that entrant. In the event of a dispute as to any entry/play, the authorized account holder of the email address or Device used to enter/play will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Otherwise, the "authorized account holder" of a Device is the natural person in whose name the Device

has been issued and the services are billed. Potential winners may be required to show proof of being authorized account holders.

6. **ALL POTENTIAL DIGITAL WATERCOLOR GIVEAWAY WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR**, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. **WINNER MUST BE PRESENT AT DRAW TO QUALIFY**. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE PRIZE DRAWING SO INDICATES OR EVEN IF ENTRANT RECEIVES AN EMAIL MESSAGE SAYING SHE OR HE WON, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, AND THE POTENTIAL DIGITAL WATERCOLOR GIVEAWAY WINNER HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE PROMOTION HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY, IS VOID, AND WILL NOT BE HONORED.
7. **Promotion Prize Selection and Verification of Potential Winners:** Potential winners must comply with all terms and conditions of these Official Rules. Winning is contingent upon fulfilling all requirements. Administrator decisions as to the administration and operation of the Promotion and the selection of potential winners are final and binding in all matters related to the Promotion. For the Digital Watercolor Giveaway: Administrator will randomly select the potential Digital Watercolor Giveaway winner on or around **Monday December 20th, 2023**, from all eligible entries received. The potential winner will be notified in person at the draw and by email, mail or phone. Potential winners must contact DGB at [MyLifePortraitArt@gmail.com](mailto:MyLifePortraitArt@gmail.com) or (773) 769-7278 within 5 days of receiving the win notification text message or email message to complete prize fulfillment, or forfeit the prize. The potential Prize winners each will be required to sign and return to Administrator, within 5 days of the date notice or attempted notice is sent, a Declaration of Compliance, Liability and (except where prohibited) Publicity Release ("Declaration") in order to claim his/her prize and to fulfill any such other requirements as determined by Administrator.
8. **If any potential winner cannot be contacted**, is not present at draw, fails to complete the online fulfillment form, fails to sign and return the Declaration (when applicable) within the required time period, or if a prize is returned as undeliverable, she/he forfeits the applicable prize. In the event that a potential winner is disqualified for any reason, Administrator will award the applicable prize to an alternate winner in a random drawing from among all remaining eligible entries, up to 3 alternates. If the alternate potential winners are disqualified, the applicable prize will not be awarded. Prizes will be fulfilled approximately 8 to 10 weeks after the conclusion of the Promotion.
9. **Prize:** A Digital Watercolor Portrait, consisting of design consultation time with an artist, artist design time, winner's final approval of digital file, DGB providing said digital file of approximately 8 - 20MB (low resolution), with physical high resolution prints available at discount on DGB site. Terms and conditions apply. Approximate Retail Value ("ARV"): \$480. The odds of winning a Digital Watercolor Giveaway Prize depend on the number of eligible entries received during the Promotion Period. No substitution, exchange or transfer of prize by winner. Sponsor reserves the right to substitute any prize for one of equal or greater value. Winners are responsible for all taxes and fees associated with prize receipt and/or use.

10. **Publicity:** Except where prohibited, participation in the Promotion constitutes entrant's consent for Sponsor and its designees to use entrant's name, prize information, likeness, city and state of residence for promotional purposes in any media without further consideration.
11. **General Conditions:** In the event that the operation, security, or administration of the Promotion is impaired in any way for any reason, including, but, not limited to, fraud, technical failures, regularly-scheduled maintenance, virus or other technical problem, the Sponsor may, in its sole discretion, either: (a) suspend the Promotion to address the impairment, then resume the Promotion in a manner that best conforms to the spirit of these Official Rules; or (b) cancel the Promotion and award the prizes in a random drawing from among all eligible entries received up to the time of impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of the Official Rules of this or any other promotion, or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
12. **Release and Limitations of Liability:** Except where prohibited, by participating in the Promotion, entrants agree to release and hold harmless Dead Gorgeous LLC, participating nonprofit organizations, and their respective parents, subsidiaries, affiliates, promotional partners, prize partners, agents and agencies, and the officers, directors and employees of each of them (the "Released Parties") from and against any claim or cause of action arising out of participation in the Promotion or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Promotion; (b) technical errors related to cellular networks, computers, servers, providers, printers or telephone or network lines; (c) printing errors; (d) errors in the administration of the Promotion or the processing of registrations and game plays; (e) late, lost, or undeliverable mail; or (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt of any prize. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Promotion and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Digital Watercolor Giveaway entry thru email subscription, if it is possible. If the Promotion, or any part of it, is discontinued for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any prize offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth herein to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.
13. **Dispute Resolution:** You agree that any claim or dispute at law or equity that has arisen or may arise relating in any way to or arising out of the Promotion, the Official Rules, or the

Sponsor's and/or Administrator's Privacy Policy (including Mobile Terms and Conditions) will be resolved in accordance with the provisions set forth in this Dispute Resolution section. Please read this section carefully. It affects your rights and will have a substantial impact on how claims you and we have against each other are resolved. You agree that whenever you have a disagreement with Administrator or Sponsor arising out of, connected to, or in any way related to the Promotion, the Official Rules, or the Sponsor's and/or Administrator's Privacy Policy (including Mobile Terms and Conditions), you will send a written notice to the Administrator ("Demand"). You agree that the requirements of this Dispute Resolution section will apply even to disagreements that may have arisen before you accepted these Official Rules or the Sponsor's and/or Administrator's Privacy Policy (including Mobile Terms and Conditions). You must send the Demand to the following address (the "Notice Address"): Legal Demand, Dead Gorgeous LLC, 3653 N. Laramie Avenue, Chicago, IL 60641. You agree that you will not take any legal action, including filing a lawsuit or demanding arbitration, until 10 business days after you send a Demand. If the disagreement stated in the Demand is not resolved to your satisfaction within 10 business days after it is received, and you intend on taking legal action, you agree that you will file a demand for arbitration with the American Arbitration Association (the "Arbitrator"). This arbitration provision limits the ability of you, Administrator, and Sponsor to litigate claims in court and you, Administrator, and Sponsor each agree to waive your respective rights to a jury trial or a state or federal judge. You agree that you will not file any lawsuit against Administrator or Sponsor in any state or federal court. You agree that if you do sue in state or federal court, and Administrator or Sponsor brings a successful motion to compel arbitration, you must pay all fees and costs incurred by Administrator and Sponsor in court, including reasonable attorney's fees. For any such filing of a demand for arbitration, you must effect proper service under the rules of the Arbitrator and notice to the Notice Address may not be sufficient. If, for any reason, the American Arbitration Association is unable to conduct the arbitration, you may file your case with any national arbitration company. The Arbitrator shall apply the AAA Consumer Arbitration Rules effective September 1, 2014 (and as may be amended) and as modified by the agreement to arbitrate in this Dispute Resolution section. You agree that the Arbitrator will have sole and exclusive jurisdiction over any dispute you have with Administrator or Sponsor. The Federal Arbitration Act allows for the enforcement of arbitration agreements and governs the interpretation and enforcement of the agreement to arbitrate. The place of arbitration shall be Cook County, Illinois. You agree that you will not file a class action or collective action against Administrator or Sponsor, and that you will not participate in a class action or collective action against them. You agree that you will not join your claims to those of any other person. Notwithstanding any other provision in the Official Rules, or the Sponsor's and/or Administrator's Privacy Policy (including Mobile Terms and Conditions), if this class action waiver is invalidated, then the agreement to arbitrate is null and void, as though it were never entered into, and any arbitration dispute at that time will be dismissed without prejudice and may be refiled in a court. Under no circumstances do you, Administrator, or Sponsor agree to class or collective procedures in arbitration or the joinder of claims in arbitration. Administrator and Sponsor agree that we will submit all disputes with you to arbitration before the Arbitrator. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant, Administrator, and Sponsor in connection with the Promotion, or any claim or dispute that has arisen or may arise between you,

Administrator and Sponsor, shall be governed by, and construed in accordance with, the laws of the State of Illinois without giving effect to any choice of law or conflict of law rules. This arbitration provision shall survive conclusion, modification or termination of the Promotion and suspension, revocation, closure, modification, or amendments to the Official Rules, the Administrator's Mobile Terms and Conditions, and any aspect of the relationship of the parties relating to or arising from participation in the Promotion.

14. **Promotion Results:** For a winner list, visit <https://www.lifeportraitart.com/the-winner-is>. The winner list will be posted after winner confirmation is complete.