

OFFICIAL RULES: #ShenYunSpring Photo Challenge Game

ELIGIBILITY: The #ShenYunSpring (the "Contest") is open to legal residents of California who are 18 years of age or older. Employees, officers or directors of Shen Yun Performing Arts, or any of their respective parents, subsidiaries, affiliates, or advertising or promotion agencies, as well as the immediate family and household members of each such person, are not eligible to win. Void where prohibited.

CONTEST PERIOD: The Contest begins on April 2, 2017 at 11:00:01 p.m. EDT, and ends on May 10, 2017 at 11:59:59 a.m. EDT (the "Contest Period").

HOW TO ENTER: During the Contest Period, use Instagram to upload/post one original photo to show the best shot of you or you and your friends and family at a Shen Yun performance at any time during the 2017 season from December 22, 2016 through May 10, 2017. Ideally the image will have a poster or some Shen Yun logos in the background, but it is not required as long as it is clear it is in a theater setting. All entries must indicate in the text the date, theater name, and city where the photo was taken, AND use hashtag **#shenyunspring** and tag us **@shenyunperformingarts** when you post your photo.

Only photos with the proper hashtag and tag will be counted as entries. Entry requires an Instagram account and posting a photo, all of which are free. Limited to one (1) entry per participant.

Use of any macro, bot, script or other automated means to submit entries is prohibited. Proof of submission is not proof of receipt. Sponsor's database computer is the official time-keeping device for the Contest. Entries will not be acknowledged or returned. In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the authorized account holder of the email address associated with the social media account used to post the entry. "Authorized account holder" is defined as the natural person who is assigned to an email address or other similar account associated with the relevant social media account. 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, without additional compensation, notification, permission or approval.

ENTRY/PHOTO REQUIREMENTS: All photos must: (a) be the exclusive original work or property of the entrant or the entrant's party; (b) be in keeping with the Sponsor's image, (c) not defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon the rights of any person or entity, including but not limited to copyright, trademark, privacy or publicity, (d) not contain any commercial/corporate advertising, including but not limited to corporate logos, brand names, and slogans other than the Sponsor's, unless blurred or otherwise unrecognizable, (e) not depict any conduct or content that is unsafe, immoral, obscene, or otherwise inappropriate as determined by Sponsor in its sole and absolute discretion, and (f) not have been submitted in any other contest or won any prize.

Failure to meet any of the requirements above, or to otherwise comply with these Official Rules, may result in disqualification. Sponsor reserves the right to delete or blur any inappropriate content from a submission without disqualifying the entry where, in Sponsor's determination, such change does not materially alter the submission and the entrant has otherwise attempted in good faith to comply with these Official Rules. By entering this Contest, you irrevocably grant to Sponsor and its agents and persons acting with Sponsor's authority, the unconditional and perpetual right to post display, publish, use, adapt, edit and/or modify your photo submission in any way, in any and all media, for any purpose, without limitation, and without consideration to you. Winners agree to irrevocably assign and transfer to the Sponsor any and all rights, title and interest in their winning photo, including, without limitation, all copyrights and waive all moral rights.

WINNER SELECTION: Two winners will be chosen randomly and will be contacted via email, phone, or private Facebook message.

The photos may be in any combination of one person or more (e.g. a couple, mother-daughter, father-son, a family, a group, etc.) and may be of adults or children, although the entrant must be 18 years of age or older.

WINNER NOTIFICATION: Each potential winner will be notified by Sponsor as follows: (1) Sponsor will direct message the potential winner's Instagram account notifying him/her of the win; and (2) Sponsor will provide an email address for potential winner to e-mail Sponsor for confirmation with potential winner's name as the subject line. Potential winner shall have 72 hours to e-mail Sponsor from date of notification of win, otherwise prize may be considered forfeited. If any potential winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential winner will be disqualified and an alternate winner may be selected. Each winner may be required to execute an Affidavit of Eligibility, a Liability Release, and (where legal) a Publicity Release.

PRIZES: Two (2) winners will be selected to each win:

- Two (2) VIP tickets to a Shen Yun performance for the 2018 season
- Estimated Retail Value: \$500.00 depending on the city

Upon validation of eligibility and compliance of the requirements under these Official Rules, winners will be emailed confirmation of their prizes within 10 business days and will be mailed physical tickets once tickets officially go on sale in the respective cities in 2018. Prizes are transferable. No cash alternative or prize substitutions will be allowed, except at the Sponsor's discretion. A substitute of comparable or greater value may be awarded if any prize listed becomes unavailable for any reason. Limit one prize per household. Each potential winner is responsible for all federal, state and/or local taxes, and for any other fees or costs associated with acceptance or use of any prize.

GENERAL PROVISIONS: You agree that the Contest Entities (a) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Contest or any Contest-related activity, or from acceptance, receipt, possession and/or use or misuse of any prize, and (b) have not made any warranty, representation or guarantee, express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose.

By entering the Contest, you further agree that (a) any and all disputes, claims, and causes of action arising out of or in connection with the Contest, or any prize awarded, shall be resolved individually without resort to any form of class action; (b) any claims, judgments and awards shall be limited to reasonable and actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorney's fees; and (c) under no circumstances will you be permitted to obtain any award for, and you hereby waive all rights to claim, punitive, incidental, indirect or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for reasonable and actual out-of-pocket expenses. These rules and any disputes relating hereto are governed by the internal laws of the United States of America without regard to principles of conflicts of laws, and by entering, you consent to the exclusive jurisdiction of the state and federal courts in the state of New York and the United States for resolution of any disputes relating to the Contest and waive any objection thereto.

No responsibility is assumed for any damage to your computer system which is occasioned by participating in the Contest, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures or delays. Without limiting the generality of the foregoing, no responsibility is assumed for incomplete, illegible, misdirected, misprinted, forged, tampered with, altered, late, lost, damaged, stolen, or postage-due submissions, prize notifications or other Contest materials, all of which are void; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information.

Any individual who is found to be tampering with the entry process or the operation of the Contest, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person, may be disqualified, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.

Sponsor reserves the right to modify, extend, suspend, or terminate the Contest, in whole or in part, if it determines, in its sole discretion, that the Contest is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other unintended circumstances have impaired the integrity, administration, security, proper play and/or feasibility of the Contest as contemplated herein. If the Contest is terminated before the designated end date, Sponsor will (if possible) select winner(s) from all eligible, non-suspect entries unaffected by the problem.

Only the type and quantity of prizes described in these Official Rules will be awarded. If, for any reason, more bona fide winners come forward seeking to claim prizes in excess of the number of each type of prize set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of prizes available in the prize category in question may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s). Inclusion in such drawing shall be each entrant's sole and exclusive remedy in such circumstances.

WINNER'S LIST/OFFICIAL RULES: These Official Rules will be posted on the website. Winner names, after verification, may also be posted following the Contest Period for general information on Sponsor's Instagram accounts.

By entering, you release Instagram and its parent companies, subsidiaries, affiliates, partners, employees, directors, agents, advertising agencies, from any and against any and all injury, loss or damage caused or claimed to be caused by your participation in the Contest and/or the acceptance, awarding, receipt, use and/or misuse of the prize. Any information you submit online is to the Sponsor, and not to Instagram. This promotion is in no way sponsored, endorsed, or administered by or associated with Instagram.

SPONSOR: Shen Yun California Fans Club