

**NATIONAL COMEDY CENTER NY TRADE SHOW 2022 SWEEPSTAKES  
OFFICIAL RULES**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.** Void where prohibited by law and outside the United States. Subject to all federal, state, and local laws, regulations, and ordinances. The National Comedy Center NY Trade Show 2022 Sweepstakes (the “**Sweepstakes**”) begins on October 28, 2022 at 12:00:01 a.m. Eastern Time (“**ET**”) and ends on October 30, 2022 at 11:59:00 p.m. ET (the “**Sweepstakes Period**”). Sponsor’s computer is the official time keeping device for this Sweepstakes. **Any Prize Winners must be able to travel to Jamestown, NY to take receipt of and use the Prize.**

- 1. ELIGIBILITY:** The Sweepstakes is open to legal U.S. residents currently residing in the 48 contiguous United States including the District of Columbia who are at least eighteen (18) years of age (nineteen (19) in AL or NE) or older as of the date of entry. Employees, officers, and directors of the National Comedy Center (“**Sponsor**”), its parents, affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment, and marketing agencies, and each of their employees, officers, and directors (collectively, the “**Sweepstakes Entities**”), and members of their immediate families (spouses, parents, siblings and children, regardless of where they live) and those living in the same household are not eligible to enter or win. Participation constitutes participant’s full and unconditional agreement to these Official Rules and to Sponsor’s decisions, which are final and binding in all matters related to the Sweepstakes and which Sponsor may decide in its sole discretion. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 2. SPONSOR:** National Comedy Center, Inc. d/b/a/ Lucy Desi Museum, 2 W. 3rd Street, Jamestown, New York 14701.
- 3. HOW TO ENTER:** During the Sweepstakes Period, go to the National Comedy Center booth located at the **trade show**, and scan the QR code for the Sweepstakes link located at the National Comedy Center booth, or, go directly to [comedycenter.org/NYTradeShow](https://comedycenter.org/NYTradeShow). Then, complete and submit the Sweepstakes entry form along with all required information, including a valid home address, name, email address, and any other information that the form requests. Upon successfully submitting an entry form, you will be entered with one (1) entry into this Sweepstakes. By providing your email address, you agree to be added to the National Comedy Center Mailing List, to receive periodic updates and emails regarding the National Comedy Center, the Lucy Desi Museum, their respective retail stores, special offers and promotions. You may opt out of receiving these emails at any time, by either checking the “opt out” box on the entry form, or by following the link to unsubscribe contained within any received email.

**Limit one (1) entry per person/email address.** Upon submission of entry in this Sweepstakes, you agree that Sponsor may contact you via the contact information provided at the time of entry. You must provide all required information to be eligible to enter and win. All potential winners are subject to verification before any prize will be awarded. **If you are entering via a mobile device and using your wireless carrier’s network, standard data charges from your wireless carrier may apply.**

Entries must be submitted by the participant. No copies, facsimiles, or mechanical reproductions of the entry form will be accepted. Bulk, automated and/or third-party entries are prohibited and will be disqualified. 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 by using multiple and/or different identities, forms, registrations, email addresses, logins, or any other methods will void that participant's entries, and that participant may be disqualified at Sponsor's discretion. In the event of a dispute as to any entry, the authorized account holder of the email address associated with the entry 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. Potential winners may be required to show proof of being the authorized account holder to the Sponsor or forfeit the prize. Entries that are incomplete, illegible, corrupted, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Sweepstakes at Sponsor's sole and absolute discretion. All potential winners are subject to verification before any prize will be awarded. Normal Internet access, phone, and usage charges imposed by your online or phone service may apply.

- 4. SELECTION OF WINNERS:** On or about **10/31/2022**, Sponsor will select the name of potential winners of prizes in a random drawing from among all entries received. The odds of winning are based on the number of eligible entries received. The potential winners will be notified by email on or about **11/4/2022**.

Except where legally prohibited, each potential prize winner must sign and return, within seven (7) days of being notified, an Affidavit/Declaration of Eligibility, Liability & Publicity Release in order to claim his/her prize. If a potential winner cannot be contacted in person via email, telephone, and/or registered mail after the first attempt to contact him/her, or if he/she fails to sign and return the Affidavit/Declaration of Eligibility, Liability & Publicity Release or any other documentation that Sponsor may require, in its sole discretion, within the required time period (if applicable), if potential winner and any companion are unavailable to travel within any time period specified by Sponsor, or in the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner selected by a random drawing from among all remaining eligible entries. If Sponsor are unable to determine and verify a potential winner after repeated alternate drawings or if Sponsor fails to receive a sufficient number of entries to correspond to the number of prize(s) available to be awarded, Sponsor reserves the right to not award the all prize(s). Potential Prize Winners must be able to travel to Jamestown, NY, to use the prize. Potential Prize Winners who are unable to travel to Jamestown, NY will be disqualified and Sponsor shall choose another Prize Winner using the same winner selection method listed above.

Verification of Potential Winners: ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. A PARTICIPANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL PARTICIPANT'S ELIGIBILITY HAS BEEN VERIFIED AND PARTICIPANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

**5. PRIZES:** Nine (9) prizes will be awarded

- a. **Prizes:** Nine (9) Prize Winners will each receive two (2) Admission tickets to the National Comedy Center and Lucy Desi Museum located in Jamestown, NY. Approximate Retail Value (“ARV”) of each Prize: \$69.00.

Total ARV of all prizes to be awarded: \$621.00. Limit one (1) prize per person and per household.

**PRIZE RESTRICTIONS:** All meals, ground transportation and incidentals not described herein and incurred by prize winner and his/her Guest will be the sole responsibility of the prize winner and/or his/her Guest. **Admission tickets must be used by May 30, 2023.**

If Prize Winner is a government employee, prize will be awarded to the governmental agency represented by the individual entrant.

In the event winner and/or Guest engages in behavior during their visit to the National Comedy Center and Lucy Desi Museum that (as determined by Sponsor) is obnoxious or threatening or illegal, or that is intended to threaten or harass any other person, or that in any way disparages or adversely affects the reputation, image and/or customer goodwill of Sponsor or any of Sponsor’s services, products, trademarks, service marks or logos, Sponsor reserves the right to terminate the Museum visit early and send winner and/or Guest home with no further obligations or compensation whatsoever to winner and/or Guest (which may, in Sponsor’s discretion, result in such winner’s disqualification from the Sweepstakes and forfeiture of any (and/or all) prize(s)). SPONSOR SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY TRAVEL RELATED TO THE PRIZE OR ANY OTHER ASPECT OF PRIZE WINNER’S OR GUEST’S ACCEPTANCE OR USE OF THE PRIZE.

Any and all applicable federal, state, and local taxes and all fees and expenses related to acceptance and use of prize not specifically stated herein are the responsibility solely of winner. Prize cannot be substituted, assigned, transferred, or redeemed for cash; however, Sponsor reserves the right to make equivalent prize substitutions. Sponsor will not replace any lost or stolen prizes or components of a prize. Prize cannot be used in conjunction with any other promotion or offer. Only the number of prizes stated in these Official Rules is available to be won in the Sweepstakes. If, by reason of a print or other error, more prizes are claimed than the number set forth in these Official Rules, prize winner(s) will be selected in accordance with the winner selection method described above from among all eligible claimants making purportedly valid claims to award the advertised number of prizes available. SPONSOR SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY ASPECT OF PRIZE WINNER’S OR GUEST’S ACCEPTANCE OR USE OF THE PRIZE.

**6. GENERAL CONDITIONS:** Participation constitutes participant’s full and unconditional agreement to these Official Rules and to Sponsor’s decisions, which are final and binding in

all matters related to the Sweepstakes. Sponsor, and its agencies are not responsible for lost, late, incomplete, damaged, stolen, misdirected, or illegible entries; lost, interrupted, or unavailable network, server, or other connections, telephone transmission problems, or garbled transmissions or miscommunications; computer or software malfunctions, or damage to a user's computer equipment (software or hardware); technical failures; or other errors or malfunctions of any kind whether human, mechanical, electronic, or otherwise. Proof of sending or submission of entry will not be deemed proof of receipt by Sponsor. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**WARNING: ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.** Sponsor reserves the right to disqualify any individual it finds to be attempting to tamper with or undermine the entry process, any website associated with the Sweepstakes, and/or the legitimate operation of the Sweepstakes; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person.

Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor. If, for any reason, the Sweepstakes cannot be run as planned, Sponsor may disqualify any suspect entries and (a) suspend the Sweepstakes and modify the Sweepstakes to address the impairment, then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; and/or (b) terminate the sweepstakes and award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment.

**7. LIMITATION OF LIABILITY AND RELEASES; PUBLICITY:** BY PARTICIPATING IN THIS SWEEPSTAKES, PARTICIPANT AGREES THAT SWEEPSTAKES ENTITIES, AND THEIR RESPECTIVE PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, LEGAL COUNSEL, ADVERTISING, PUBLIC RELATIONS, PROMOTIONAL, FULFILLMENT AND MARKETING, WEBSITE PROVIDERS, WEB MASTERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS (THE "**RELEASED PARTIES**") WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY PARTICIPANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE, ENTRY, OR PARTICIPATION IN THIS SWEEPSTAKES OR IN ANY SWEEPSTAKES-RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF

THIS SWEEPSTAKES CANNOT BE ADMINISTERED OR CONDUCTED OR ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS RESULTING OR ARISING FROM ACTS OF GOD, WAR, OR TERRORISM, CIVIL UNREST, STRIKES, SUPPLY SHORTAGES, NATURAL DISASTERS, WEATHER, EPIDEMICS, COMPLIANCE WITH ANY LAW OR ORDER OF A GOVERNMENTAL AUTHORITY, OR ANY OTHER SIMILAR ACT, EVENT, OR OCCURANCE BEYOND THE REASONABLE CONTROL OF THE SPONSOR. BY PARTICIPATING IN THIS SWEEPSTAKES, PARTICIPANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE.

EXCEPT WHERE PROHIBITED BY LAW, PARTICIPATION IN THE SWEEPSTAKES CONSTITUTES PARTICIPANT'S GRANT TO SPONSOR (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF SPONSOR), AND THE RELEASED PARTIES THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST, AND USE, WORLD WIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, INCLUDING BUT NOT LIMITED TO THE WORLD WIDE WEB, AT ANY TIME OR TIMES, THE PARTICIPANT'S ENTRY, NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, OPINIONS AND BIOGRAPHICAL INFORMATION (INCLUDING BUT NOT LIMITED TO HOMETOWN AND STATE) FOR ADVERTISING, TRADE, AND PROMOTIONAL PURPOSES (INCLUDING THE ANNOUNCEMENT OF HIS OR HER NAME ON TELEVISION OR RADIO BROADCAST) WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION, OR NOTIFICATION.

BY SUBMITTING AN ENTRY, PARTICIPANT AGREES THAT SUCH ENTRY, COMMUNICATIONS OR SUBMISSIONS, CREATIVE SUGGESTIONS, IDEAS, NOTES, CONCEPTS OR OTHER MATERIALS ("**MATERIALS**") THAT PARTICIPANT MAY SUBMIT TO SPONSOR OR POST IN CONNECTION WITH THIS SWEEPSTAKES, INCLUDING ALL RIGHTS EMBODIED THEREIN, WHETHER SENT VIA THE WEBSITE, BY ELECTRONIC MAIL OR BY SOME OTHER MEANS, WITH THE EXCEPTION OF PERSONALLY IDENTIFIABLE INFORMATION AS DEFINED IN SPONSOR'S PRIVACY POLICY, AVAILABLE AT [HTTPS://COMEDYCENTER.ORG/PRIVACY/](https://comedycenter.org/privacy/), SHALL BE DEEMED TO BE NON-CONFIDENTIAL, NON-PROPRIETARY AND SPONSOR SHALL HAVE NO OBLIGATION OF ANY KIND WITH RESPECT TO SUCH MATERIALS AND SHALL BE FREE TO EDIT, EXPLOIT, MODIFY, PUBLISH, REPRODUCE, USE, DISCLOSE, DISSEMINATE AND DISTRIBUTE THE MATERIALS TO OTHERS WITHOUT LIMITATION IN ANY AND ALL MEDIA NOW KNOWN OR NOT CURRENTLY KNOWN, THROUGHOUT THE WORLD IN PERPETUITY FOR ANY PURPOSE WITHOUT COMPENSATION, PERMISSION OR NOTIFICATION TO PARTICIPANT OR ANY THIRD-PARTY. PARTICIPANT HEREBY GRANTS TO THE SPONSOR AND ITS LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, AN IRREVOCABLE, AND WORLD-WIDE LICENSE TO USE IN PERPETUITY THE MATERIALS IN ANY

FORM OR FORMAT AND TO MODIFY THE SAME, AND ACKNOWLEDGES AND AGREES THAT IF SPONSOR DOES USE THE MATERIALS PARTICIPANT SHALL NOT BE ENTITLED TO ANY CREDIT, CONSIDERATION, NOTICE OR PAYMENTS OF ANY KIND. PARTICIPANT WAIVES ANY MORAL RIGHTS HE OR SHE MAY HAVE TO THE MATERIALS, AND AGREES THAT IF SPONSOR ELECTS TO USE MATERIALS FOR ANY PURPOSE, ALL RIGHTS UNDER COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS WHICH MAY RESULT FROM THAT RELATING TO PARTICIPANT'S MATERIALS OR FROM USE OF THE SAME BY SPONSOR SHALL BE THE SOLE PROPERTY OF SPONSOR. PARTICIPANT FURTHER AGREES THAT IF SPONSOR ELECTS TO USE PARTICIPANT'S MATERIALS, PARTICIPANT WILL EXECUTE ANY DOCUMENTS REQUESTED BY SPONSOR REGARDING THIS ASSIGNMENT. IF ANY USE BY SPONSOR OF THE MATERIALS CAUSES IT TO BE LIABLE TO ANY THIRD-PARTY, PARTICIPANT AGREES TO INDEMNIFY SWEEPSTAKES ENTITIES FROM AND AGAINST ANY AND ALL DAMAGES, COSTS, JUDGMENTS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) WHICH IT INCURS AS A RESULT OF ITS USE OF THE MATERIALS. MATERIALS WILL NOT BE RETURNED TO PARTICIPANTS.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING THE WEBSITE AND ALL PRIZES, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

- 8. DISPUTES:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the District of New York or the appropriate State Court located New York; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

- 9. PRIVACY:** Any personal information sent to, shared with or collected by Sponsor in connection with this Sweepstakes is subject to Sponsor's Privacy Policy found at <https://comedycenter.org/privacy/> and you understand that you are providing such information to Sponsor and not to Facebook, Twitter, Inc., or Instagram, Inc. Sponsor and Sponsor's agents, affiliates, subsidiaries, representatives or service providers may use entrants' and/or referrals' personal information submitted with entry for purposes of prize fulfillment and/or for future marketing by Sponsor, such as to notify them of a product or Sweepstakes that Sponsor thinks may be of interest.
- 10. NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF:** Each entrant understands and acknowledges that the Sponsor has wide access to ideas, designs, and other materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each entrant also acknowledges that many ideas may be competitive with, similar or identical to the Submissions and/or each other in theme, idea, format or other respects. Each entrant acknowledges and agrees that such entrant will not be entitled to any compensation as a result of Sponsor's use of any such similar or identical material. Each entrant acknowledges and agrees that the Sponsor does not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Submissions. Finally, each entrant acknowledges that, with respect to any claim by entrant relating to or arising out of Sponsor's actual or alleged exploitation or use of any Submissions or other material submitted in connection with the Sweepstakes, the damage, if any, thereby caused to the applicable entrant will not be irreparable or otherwise sufficient to entitle such entrant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition or other exploitation of the Submissions or any material based on or allegedly based on the Submissions, and the entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.
- 11. SEVERABILITY:** If any term of provision of these Official Rules is found under the law to be invalid or unenforceable, then such specific term or provision shall be of no force and effect and shall be severed, and the remainder of these Official Rules shall continue in full force and effect.
- 12. OFFICIAL RULES AND WINNERS LIST:** For a copy of the Official Rules, send a stamped, self-addressed envelope for receipt by November 30, 2022 to: National Comedy Center, 203 W. 2nd Street, Jamestown, New York. For a list of winners available after December 7, 2022, send a stamped, self-addressed envelope for receipt by June 30, 2023 to: National Comedy Center, 203 W. 2nd Street, Jamestown, New York. VT residents may exclude return postage when requesting Official Rules.