

**Red Bull Art of Can 2015 People's Choice Contest**  
**Official Rules**

**NO PURCHASE NECESSARY. PURCHASE WILL NOT IMPROVE CHANCES OF WINNING.**

**ELIGIBILITY:** The 2015 Red Bull Art of Can People's Choice Contest ("Contest") begins on October 1, 2015 at 12 a.m. Eastern Time ("ET") and ends on October 8, 2015 at 11:59 p.m. ET ("Contest Period"). The Contest is open to those artists who were selected to participate as artists in the 2015 Red Bull Art of Can Contest event and invited to participate in this Contest (each an "Artist"). All Artists are automatically entered in the Contest, and no additional entries will be accepted. Void where prohibited. Employees of Red Bull North America, Inc. ("Red Bull"), New Creatures, and their parent companies, subsidiaries, affiliates, advertising agencies, public relations agencies, prize suppliers, including any vendors providing services in connection with this Contest (collectively, the "Red Bull Affiliates"), and employees, agents, directors, officers (including members of their immediate family – i.e., spouse, mother, father, in-laws, grandmother, grandfather, brother, sister, children and grandchildren – or same household) of Red Bull or any Red Bull Affiliates are not eligible to participate.

**PUBLIC VOTING:** Public voting will take place during the Contest Period in one of two ways:

1) On Twitter and/or Instagram: Individuals can vote for an Artist by posting on either Twitter or Instagram from a publicly-viewable account and including at least "#Vote" "#ArtOfCan" and "#(Submission Title)" where "(Submission Title)" is replaced with the submission title for the Artist for which that person wants to vote as the title is displayed on <http://www.redbullartofcan.com>; and on site at the Red Bull Art of Can event in Dilworth Park, Philadelphia, PA alongside each submission;

**OR**

2) Online at [www.redbullartofcan.com](http://www.redbullartofcan.com) where you may vote for a piece of art using the "Vote button".

The voter must follow all instructions from Red Bull, whether or not in these Official Rules, to have his or her vote counted. Limit one (1) vote per person regardless of method of voting. Any votes that Sponsor believes in its sole discretion to be posted by automated processes may be disqualified. Illegible and incomplete votes are void. Red Bull is not responsible for lost, late, misdirected votes or votes not received regardless of cause.

**PRIZE DRAWING:** The one (1) Artist with the highest number of eligible votes at the end of the Contest Period, as determined by Red Bull in its sole discretion, will be the potential winner of the Contest. Odds of winning will depend upon the number of eligible votes received. The winner is subject to verification of his or her eligibility.

**PRIZES:** The one (1) verified Winner will receive the following prize: An art grant of \$500 from New Creatures, presented in the form of a check to the winner. New Creatures will contact the Winner directly to furnish the prize.

The approximate retail value of the prize package is \$500. All prizes are awarded "AS IS." Neither Red Bull nor Red Bull Affiliates make offer any warranty or guarantee, either express or implied (including, without limitation, quality, merchantability and fitness for a particular purpose) in connection with this Contest or any prize. Prize details and availability are subject to change, in which case a prize of equal value may be substituted at Red Bull's sole discretion. Prizes consist only of the items listed, are non-transferable, with no cash redemption or substitution except at Red Bull's sole discretion. Prizes are subject to terms, conditions, expiration dates, and restrictions imposed by the manufacturer of the prize or issuer in the case of a gift card or similar instrument. Federal, state, and local taxes on prizes, if any, and any other costs, fees and expenses not listed above as specifically included as part of the prize are the sole responsibility of winner. **ALL TAXES ARE THE SOLE RESPONSIBILITY OF THE WINNER.** An IRS form 1099 and other tax-related forms and documents may be issued by Red Bull if required by law.

All travel arrangements must be made through Sponsor's agent. Any other costs and expenses associated with prize acceptance and use not specifically provided herein (such as security fees, gratuities, luggage fees, meals and transportation, and incidental charges) are the responsibility of the winning entrant. Ground transportation may be provided in lieu of air transportation if winning entrant resides within a 100 mile radius of destination, and no compensation or substitution will be provided for difference in value. Winning entrant and travel companions must possess and show valid travel documents, prior to departure (e.g. valid driver's license, or other acceptable government-issued identification). Once airline tickets have been ticketed, no changes by entrant or team members will be permitted. Sponsor will determine airline, airports, flight itinerary, and hotel in its sole discretion. Travel and accommodation restrictions, conditions, and limitations may apply. Sponsor will not replace any lost, mutilated, or stolen tickets or travel vouchers.

**NOTIFICATION:** The potential winner will be notified via email after the close of the Contest Period. The potential winner must choose whether or not to accept the prize upon notification or the prize will be forfeited and offered to the entrant with the next highest number of eligible votes in the Contest. To claim any prize, Red Bull may require winner to complete, sign, and return Affidavit of Eligibility/Liability Release/Publicity Release forms, and other applicable documents, which may require a social security number or other identifying information, which must be completed and returned within five (5) business days. The winner's travel companion may also be required to complete and return similar paperwork. At Red Bull's discretion, winners may be required to produce picture or some other form of proper identification to claim any prize. Red Bull reserves the right to substitute any prize with prize of equal or greater value. If a potential winner cannot be contacted, fails to timely claim the prize, is disqualified, fails to timely execute and return any required forms, an alternate winner will be selected as described above. If by reason of printing or other error, more prizes are claimed than the number of prizes set forth in these Official Rules, a random drawing will be held to award the advertised number of prizes in the relevant category. Under no circumstances will more than the advertised number of prizes be awarded.

**PUBLICITY & MARKETING:** Submission of an entry in the Contest constitutes permission to the Red Bull to use your name, identity, title, likeness, distinctive appearance, physical likeness, image, portrait, picture, photograph (whether still or moving), screen persona, voice, vocal style, statements, gesture, mannerism, personality, performance characteristic, biographical data, signature, and any other indicia or imitation of identity or likeness for purposes of advertising and trade, in any medium, without further notice, approval, or compensation, unless prohibited by law. Submission of contact information in connection with this Contest (whether or not required) during entry constitutes permission for Red Bull to use your personal information for administering the Contest. The information you provide will only be used in accordance with Red Bull's Privacy Policy.

**NO LIABILITY & INDEMNIFICATION:** Red Bull and Red Bull Affiliates are not responsible for and entrants and voters release each from any failures of any kind (whether caused by computer, technical, or human error) which may either limit the ability to submit a vote, claim a prize, or otherwise participate in this Contest, or Red Bull's ability to include all eligible entries, conduct random drawings, notify potential winners, or otherwise execute this Contest in the manner intended. Entrants and voters further release and agree to indemnify Red Bull, Red Bull Affiliates, Red Bull and Red Bull Affiliates from all liability, claims or actions of any kind whatsoever alleged to arise from injuries, damages, or losses to persons or property in connection with this Contest including, but not limited to: (a) the receipt, ownership or use of any prize awarded; (b) any typographical or other error in these Official Rules or (c) any technical malfunction, regardless of cause, with any equipment or system used by an entrant, Red Bull, or Red Bull Affiliates.

**OTHER TERMS:** Decisions of Red Bull on all matters related to the Contest are final. Red Bull reserves the right to cancel or modify the Contest for any reason, including but not limited to, if fraud, misconduct or technical failures destroy the integrity of the Contest, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper administration of the Contest as determined by Red Bull, in its sole discretion. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL & CIVIL LAWS. RED BULL RESERVES THE RIGHT TO DISQUALIFY AND/OR SEEK DAMAGES**

FROM ANY INDIVIDUAL MAKING ANY SUCH ATTEMPTS TO THE FULL EXTENT PERMITTED BY LAW.

**GOVERNING LAW & MANDATORY ARBITRATION:** Any disputes arising under this Contest and/or these Official Rules will be governed by relevant U.S. federal statutes and regulations and the internal laws of the State of California. Red Bull and each entrant agree that any such claim or dispute between the parties, or between a party and any agent, employee, successor, or assign of the other, related to this Contest and/or these Official Rules (including the applicability of this arbitration clause) shall be resolved by binding arbitration administered by the JAMS under its rules and procedures in effect when the claim is filed. The rules and procedures and other information, including information on fees, may be obtained from JAMS' website ([www.jamsadr.com](http://www.jamsadr.com)) or by calling JAMS at 949-224-1810. Any award by the arbitrator(s) may be entered as a judgment in any court having jurisdiction.

**NO AFFILIATION WITH INSTAGRAM OR TWITTER:** This Contest is in no way sponsored, endorsed or administered by, or associated with Instagram, Twitter, or any other named or depicted people or entities other than Sponsor and Sponsor Affiliates. Any questions, comments or complaints regarding the Contest should be directed to Sponsor.

**RIGHT TO DISQUALIFY:** Red Bull reserves the right to disqualify or prohibit the participation of an individual if fraud or tampering is suspected; if the individual fails to comply with any requirement of participation or with any provision in these Official Rules; if the individual's behavior or communication at any point is disruptive, may or does cause damage or to any person, property, or reputation of Red Bull; or is otherwise not in accordance with all applicable laws and generally accepted social practices as determined in Red Bull's sole discretion.

**WINNER LIST:** To obtain a list of winners, visit [www.redbullartofcan.com](http://www.redbullartofcan.com) where the winners will be posted.

**SPONSOR:** Red Bull Media House North America, Inc., 1740 Stewart Street, Santa Monica, CA 90404.