# 2018 ABFF HONORS VIP FAN EXPERIENCE

# sponsored by American Airlines and Hilton fulfilled by ABFF Ventures Contest Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

# 1. Eligibility

ABFF Honors VIP Fan Experience Contest (the "Contest") is open to legal residents within the US 48 States, who are at least eighteen (18) years old at the time of entry. Employees of American Black Film Festival, and other companies associated with the promotion of the Contest, and their respective parents, subsidiaries, affiliates and advertising and promotion agencies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Contest is subject to federal, state, and local laws and regulations.

#### 2. Sponsors

The Contest is sponsored in part by AMERICAN AIRLINES, located at 4333 Amon Carter Blvd., Fort Worth, TX 76155, and HILTON, located at 7930 Jones Branch Drive, McLean, Virginia 22102 (collectively "Sponsors").

# 3. Agreement to Official Rules

Participation in the Contest constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsors and ABFF Ventures, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

### 4. Contest Period

The Contest begins on February 8, 2018 at 11:59 AM EST and ends on February 12, 2018 at 11:59 PM EST (the "Contest Period"). Entries that are submitted before or after the Contest Period will be disqualified. Submissions will be promoted for the duration of the Contest via ABFF's social media platforms and voting will be accepted via ballot housed within a dedicated page hosted by ABFF Ventures – <a href="https://www.2018abffhonors.com">www.2018abffhonors.com</a>

## 5. How to Enter

Voting will be done by online ballot via the ABFF Honors designated voting page (www.2018abffhonors.com), where entrants enter information, and submit.

Entry is automatic upon voting for the ABFF Honors competitive awards – the Movie of the Year and the Television Shows of the Year (in the categories of Comedy and Drama). Limit one (1) entry per person, per email address, and per household for the duration of the Contest Period, regardless of method of entry. Entries received from any person, e-mail address, or household in excess of the stated limitation will be void. All entries become the property of Sponsors and ABFF Ventures and will not be acknowledged or returned.

#### 6. Prize Drawing

On or about February 13, 2018, ABFF Ventures will select a potential winner in a random drawing from among all eligible entries received. The odds of being selected depend on the number of entries received. ABFF Ventures will attempt to notify the potential winner via email on or about February 13, 2018. If the potential winner cannot be contacted within one (1) day after the date of the first attempt to contact him/her, ABFF Ventures may select an alternate potential winner in his/her place at random from the remaining non-winning, eligible entries.

#### 7. Winner Notification

The potential winners will be notified by email. Each potential Grand Prize winner (parent/legal guardian if a minor in his/her state of residence) will be required to complete, electronically sign and submit a Declaration of Compliance within two (2) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner cannot be contacted, or fails to submit the Declaration of Compliance within the required time period (if applicable), or prize is returned as undeliverable, potential winner forfeits prize. If the potential winner is at least 18 but still considered a minor in his/her jurisdiction of residence, ABFF Ventures reserves the right to award the prize in the name of his/her parent or legal guardian, who will be required to sign the Declaration of Compliance on the potential winners behalf and fulfill any other requirements imposed on winner set forth herein. Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. In the event that a potential winner is disqualified for any reason, ABFF Ventures will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only two (2) alternate drawings will be held, after which the prize will remain un-awarded. Prizes will be fulfilled on or before February 24-26, 2018.

## 8. Prize

ABFF Honors VIP Fan Experience for Two

- Two Round-trip Coach American Airlines Tickets to Los Angeles
- One Hotel Room at the Beverly Hilton Hotel\* for two nights (Feb. 24-26, 2018)
- Opportunity to walk the ABFF Honors Red Carpet
- Two reserved seats at the ABFF Honors Dinner Gala Event
- Two invitations to the ABFF Honors Arrivals Reception

Prizes provided courtesy of American Airlines and Hilton, and fulfilled by ABFF Ventures LLC.

\*A credit card will be required at check in as all incidentals are to be covered by guest.

#### 9. General Conditions

In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Contest is unable to run as planned for any other reason, as determined by ABFF Ventures in its sole discretion, ABFF Ventures may, in its sole discretion, either (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Contest and, in the event of termination, award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment. ABFF Ventures 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 Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website or

undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, ABFF Ventures reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by ABFF Ventures to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

# 10. Release and Limitations of Liability

By participating in the Contest, entrants agree to release and hold harmless the Sponsors and ABFF Ventures, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Contest, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the Released Parties) from and against any claim or cause of action arising out of participation in the Contest or receipt or use of the prize (including any travel or activity related thereto), including, but not limited to: (a) any technical errors associated with the Contest, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Contest; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) application downloads, (e) any other errors or problems in connection with the Contest, including, without limitation, errors that may occur in the administration of the Contest, the announcement of the winner, the cancellation or postponement of the event and/or the flyover, if applicable, the incorrect downloading of the application, the processing of entries application downloads or in any Contest-related materials; or (f) injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from entrants participation in the Contest or acceptance, receipt or misuse of the prize (including any travel or activity related thereto). 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 Contest, and in no event shall the entrant be entitled to receive attorney's fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

#### 11. Disputes

Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in New York. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants rights and obligations, or the rights and obligations of the Sponsors and ABFF Ventures in connection with the Contest, shall be governed by, and construed in accordance with, the laws of New York, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than New York.

#### 12. Privacy

Information collected from entrants is subject to sponsor's privacy policy.