



## **Actorfest® Contest**

### **Contest:**

The Actorfest Contest (the "Contest") will begin on Thursday, October 6, 2011 at 12:00:01PM ET and end on Friday November 4, 2011 at 11:59:59AM ET ("Contest Period"). All times in the Contest refer to Eastern Time ("ET"). The Contest is administered by Back Stage ("Back Stage") located at 770 Broadway, New York, NY 10003. CONTEST IS VOID WHERE RESTRICTED OR PROHIBITED BY LAW.

### **Prizes:**

- 1st prize, 2 winners: One (1) Apple iPad
- 2nd prize, East Coast Residents, 1 winner: One (1) VIP Platinum Package to Actorfest NY
- 2nd prize, West Coast Residents, 1 winner: 4-look headshot session with Ken Weingart, located in LA.
- 3rd prize, 2 winners: One (1) Gold Package to Actorfest NY or LA.

### **How to enter:**

- Tweet about Actorfest or Re-Tweet our posts from your own Twitter® account and include @Actorfest in the message.
- Each time you tweet about Actorfest you will be entered to win the contest.
- The more you tweet, the more chances you have to win.
- Back Stage will randomly select winners from all the entries at the end of the contest period on Friday noon EST.
- You don't have to be a customer of Back Stage to enter, so no purchase is required.

### **Contest info:**

- The Contest is intended to create viral promotion for Actorfest.
- Period dates:
  - Period 1 starts from Thursday, October 6, 2011 at 12:00:01PM ET and closes on Friday, October 21, 2010 at noon EST.
  - Period 2 starts from Thursday, October 6, 2011 at 12:00:01PM ET and closes on Friday, November, 4 at noon EST.

### **Rules & Regulations:**

- The Contest is offered by Back Stage to promote its annual event, Actorfest, and is open to anyone with a Twitter account who is 18 years and older, and a legal resident of, and currently living in the United States.
- Employees, interns and independent contractors of Back Stage and its

- affiliates are not eligible to enter.
- Prize is NON-transferable
  - A contestant is welcome to ReTweet the Contest and Contest info.
  - Entries will be deemed to be made by the authorized Twitter account holder at time of entry. "Authorized account holder" is deemed as the natural person who is assigned to a Twitter address. No responsibility is assumed by Back Stage for lost, late, misdirected, or incomplete tweets or any computer, online telephone or technical malfunctions that may occur in the processing, transmission or receipt of entries.
  - Three (6) prizes are available at the end of the contest period. Winners will be randomly selected. Winners will be announced via Facebook and Twitter..
  - Contestants may tweet as many times as they like. Each tweet/post will be entered into the contest.
  - A contestant can only win one (1) prize per duration of the Contest Period.
  - The chances of winning are dependent on the number and quality of Contest entries received.
  - SELECTION OF WINNERS FOR THE ACTORFEST CONTEST WILL TAKE PLACE AFTER CLOSE OF CONTEST OF THE WEEK ON FRIDAY NOON (EST).
  - BACK STAGE WILL ATTEMPT TO CONTACT THE WINNER FOR 24 HOURS. IF A PRIZE IS UNCLAIMED WITHIN 24 HOURS, IT WILL BE FORFEITED, AND TIME PERMITTING, THE APPLICABLE PRIZE WILL BE AWARDED TO ANOTHER RANDOM ENTRANT. EACH PRIZE WILL BE AWARDED "AS IS" WITH NO WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED BY BACK STAGE.

**General conditions** Entrants agree to abide by the terms of these official rules and by the decisions of the independent judging organization, which are final and binding on all matters pertaining to the Contest. All federal, state, and local laws and regulations apply. All taxes on prizes are the sole responsibility of the winner. Winners will be required to sign a standard declaration and release form confirming compliance with the Contest rules and acceptance of the prize as awarded within two (2) working days of successfully answering the Question of the Week. Non-compliance within this time period may result in disqualification and selection of an alternate winner. Entrants further grant to Back Stage the right to use and publish their proper name online and in print in any other media in connection with the Contest. Acceptance of a prize constitutes permission for Back Stage to use winner's name and likeness for advertising and promotional purposes without additional compensation unless prohibited by law. Entrants' personal details will be used by Back Stage strictly in accordance with the privacy policy of Back Stage (<http://www.backstage.com/bs/privacy-policy.jsp>).

By entering the Contest, each participant agrees for entrant and for entrant's heirs, executors and administrators: (a) to release and hold harmless Contest Entities and their respective officers, directors, and employees (collectively, "Released Parties") from any liability, illness, injury, death, loss, litigation, or damage that may occur, directly or indirectly, whether caused by negligence or not, from such entrant's participation in the Contest and/or his/her acceptance, possession, use, or misuse of a Prize or any portion thereof; (b) to indemnify Released Parties from any and all liability resulting or arising from the Contest or the Released Parties' use of the Photo or Series, and to hereby acknowledge that Released Parties have neither made nor are in any manner

responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the Prizes, including express warranties provided exclusively by Prize suppliers that are sent along with Prizes; (c) if selected as a Winner, to the posting of such entrant's name on the Website and the use by Released Parties of such name, voice, image, and/or likeness for publicity, promotional, and advertising purposes in any and all media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission, or approval, and, upon request, to the giving of consent, in writing, to such use; and (d) to be bound by these Official Rules and to waive any right to claim any ambiguity or error therein or in the Contest itself, and to be bound by all decisions of the Back Stage, which are binding and final. Failure to comply with these conditions may result in disqualification from the Contest at Back Stage's sole discretion.

**ADDITIONAL TERMS:** Back Stage reserves the right to permanently disqualify from any promotion any person they believe has intentionally violated these Official Rules. Any attempt to deliberately damage the, Website or the operation thereof is unlawful and subject to legal action by Back Stage, who may seek damages to the fullest extent permitted by law. The failure of Back Stage to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of Back Stage (excepting compliance with applicable codes and regulations), or other "force majeure" event will not be considered a breach of these Official Rules. Released Parties assume no responsibility for any injury or damage to entrants' or to any other person's computer relating to or resulting from entering or downloading materials or software in connection with the Contest. Released Parties are not responsible for telecommunications, network, electronic, technical, or computer failures of any kind; for inaccurate transcription of entry information; for errors in any promotional or marketing materials or in these Official Rules; for any human or electronic error; or for entries that are stolen, misdirected, garbled, delayed, lost, late, damaged, or returned. Back Stage reserves the right to cancel, modify, or suspend the Contest or any element thereof (including, without limitation, these Official Rules) without notice in any manner and for any reason (including, without limitation, in the event of any unanticipated occurrence that is not fully addressed in these Official Rules). In the event of cancellation, modification, or suspension, Back Stage reserves the right to select Winners from among all eligible, non-suspect entries received prior to the time of the event warranting such cancellation, modification, or suspension, based on the Judging Criteria. Notice of such cancellation, modification, or suspension will be posted at Website. Back Stage may prohibit any entrant or potential entrant from participating in the Contest, if such entrant or potential entrant shows a disregard for these Official Rules; acts with an intent to annoy, abuse, threaten, or harass any other entrant, Back Stage, or its affiliates; or behaves in any other disruptive manner (as determined by Back Stage in its sole discretion).

**CONTEST RULES ARE SUBJECT TO CHANGE BY BACK STAGE AT ANY TIME WITHOUT FURTHER NOTICE. THE CONTEST IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PROVISIONS. THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN NEW YORK COUNTY, NY. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO THE LESSER OF TEN DOLLARS OR ACTUAL DAMAGES, AND IN NO EVENT SHALL ENTRANTS OR ANY PARTY OTHER THAN BACK STAGE BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES**

**OR OTHER COSTS, OR TO SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.**

**WINNER ANNOUNCEMENT:** For the names of the Winners, please visit <http://www.actorfest.com/Contest2011> on 10/25 and on 11/8.