



OFFICIAL SWEEPSTAKES RULES

Win a Camiba Cultural Tours to One of 3 Destinations

Void outside the 50 United States, District of Columbia and where prohibited. Do not proceed to enter if you are not at least 21 years of age and a legal resident of, and located within, one of the 50 United States, or the District of Columbia, at the time of entry.

By participating, you agree to be bound by these Official Rules and the decisions of the Sponsor, which are binding and final in all matters relating to this sweepstakes. Sweepstakes is offered by Arts and Culture Texas (ACTX) in partnership with Camiba Cultural Tours and may be promoted by any of our publications in various creative executions online and in print at any time during the sweepstakes. Note that the Websites referenced within these Official Rules may not be the full list of websites (i.e., specific URLs) used to promote this Sweepstakes. If the promotional ad you see in a magazine, or website or hyperlink that you follow online to enter this Sweepstakes refers to these Official Rules, such website is considered a "Website" under this promotion.

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. In addition to the chance to win, each entrant will be signed up to receive the latest arts news from ACTX and travel offerings from Camiba Cultural Tours.

SWEEPSTAKES PERIOD: The ACTX and Camiba Cultural Tours Sweepstakes ("Sweepstakes") begins at 12:00 noon. Central Time ("CT") on **9/1/24** and ends at 11:59 p.m. Central Time ("CT") on **10/31/24** ("Sweepstakes Period").

SPONSOR: Arts and Culture Texas Magazine – 381 Casa Linda Plaza, Suite 363, Dallas TX 75218; Cambia Cultural Tours - PO Box 49288, Austin, TX 78765 ("Sponsor").

HOW TO ENTER: During the Sweepstakes Period, visit <http://artsandculturetx.com/sweepstakes/> (the “Website”) and follow the instructions provided to submit a completed online entry form to receive one (1) entry. There is no cost to register or enter. Entering the Sweepstakes will automatically register entrant at <http://artsandculturetx.com> if entrant has not already registered. Entries generated by script, macro or other automated

means or practices, or by any means which subvert the entry process will be void.

All entries must be submitted by 11:59 p.m. Central Time (“CT”) on 10/31/24 to be eligible. All entries become the property of Sponsor and will not be returned. Sponsor reserves the right, in its sole discretion, to: (i) verify any element of any entry, related materials or entrant’s eligibility; (ii) to request additional information; and (iii) to disqualify any entrant whose participation may subject the Sweepstakes, Sponsor or Sponsor's advertisers, clients, or customers to controversy, negative publicity, scorn, or ridicule. By entering this Sweepstakes, you agree to provide any documentation or information deemed necessary by, and in a form acceptable to, Sponsor to satisfy the above requirement if asked by Sponsor to do so.

LIMIT: There is a limit of one (1) entry per person/email address throughout the Sweepstakes Period. Additional entries per person/email address will not be acknowledged. You may only use one (1) email address to enter this Sweepstakes.

ELIGIBILITY: This Sweepstakes is open to legal residents of the 50 United States and the District of Columbia, 21 years of age or older. Employees of Sponsor and any other organizations affiliated with the sponsorship, fulfillment, administration, prize support, advertisement or promotion of the Sweepstakes and each of their respective parents, agents, affiliates, subsidiaries, and advertising and promotion agencies, and their immediate family members (regardless of where they reside) or household members, whether or not related, are not eligible to enter or win. “Immediate family members” shall mean spouses, parents, step-parents, children, step-children, siblings, step-siblings, and their respective spouses. “Household members” shall mean people who share the same residence at least three months a year.

WINNER SELECTION/DRAWING: On or about **11/1/24**, Sponsor will conduct a random drawing from among all eligible entries received throughout the Sweepstakes Period to select one (1) potential winner. Odds of winning depend upon the number of eligible entries received throughout the Sweepstakes Period.

WINNER NOTIFICATION: Potential winner will be notified via email, Adobe Sign, and/or mail and will be required to complete and return an Affidavit of

Eligibility, IRS W9 form, and Release of Liability/Publicity within ten (10) days of date of notification or an alternate winner may be selected in a random drawing from among all remaining eligible entries.

If such documents are not returned within the specified time period, prize notification is returned as undeliverable, Sponsor is unable to contact potential winner or potential winner is not in compliance with these Official Rules, prize will be forfeited and, at Sponsor's discretion, an alternate winner may be selected.

PRIZE: There will be one (1) prize ("Prize") awarded. The prize winner ("Winner") will choose from one of these three tour options: (A) a February 2025 seven night Oaxaca Folk Art Tour (retail \$3,400), or (B) a July 2025 nine night Guatemala Lake Atitlan & Antigua Tour (retail \$3,600), or (C) an October 2025 seven night San Miguel Day of the Dead Tour (retail \$3,150). Plus a \$500 visa card to be used towards airfare.

The sweepstake winner must make their tour selection by **December 1, 2024**. The sweepstake winner must accept all Arts and Culture Texas and Camiba Cultural Tours stated policies and requirements plus, the tickets have no cash value and are non-refundable. If they wish to add another person to make it a double occupancy, the additional cost for the second person will be the difference between the destination's retail price for two double occupancy tickets and a single occupancy ticket.

You are responsible for choosing a trip that fits your abilities, level of fitness and health. If you need any assistance in selecting the right trip for you, please reach out to Camiba Cultural Tours.

You are responsible for reading the pre-trip information material and bringing with you all of the appropriate clothing and equipment, as well as acting in accordance with the customs and laws of the regions visited.

Arts and Culture Texas and Camiba Cultural Tours reserves the right to accept, remove, retain or decline any tourist at any time during a tour for any reason.

Arts and Culture Texas and Camiba Cultural Tours recommends tourists always purchase refundable or exchangeable flights.

Arts and Culture Texas and Camiba Cultural Tours recommends tourists consider purchasing travel insurance for multiple situations including travel interruption, travel delay, health/emergency, etc.

Art and Culture Texas and Camiba Cultural Tours, its members, employees, and agents, hereby give notice to you that all services and arrangements related to your tour have been made by Arts and Culture Texas and Camiba Cultural Tours only as agents upon the express condition that Arts and Culture Texas and Camiba Cultural Tours shall not be liable and does not assume responsibility for any claims, damages, expenses or other financial loss whether to person or property arising out of any injury, accident, death, cancellation, inconvenience, delay, alteration, or required modification to tour dates or tour itineraries resulting from any act, omission, or inadvertence of any hotel, carrier, restaurant, government, or any other person or entity, or that which is caused by weather, sickness, pandemics, strikes, quarantines, or the willful or negligent acts of any other tour members or any other cause whatsoever that is beyond the control of Arts and Culture Texas and Camiba Cultural Tours.

You agree to allow Arts and Culture Texas and Camiba Cultural Tours to take photographic or film records of any of our trips and trip participants, including you, and you hereby authorize and license to Arts and Culture Texas and Camiba Cultural Tours on a worldwide royalty-free basis the right to use any photos that include image or likeness for promotional and/or commercial purpose, in perpetuity.

Your trip selection represents your acceptance of these Term and Conditions, all general information listed on the website policies page (<https://camibaculturaltours.com/policies>), and subsequent trip departure material.

PRIVACY: If entering via the Website, registration at <http://artsandculturetx.com/sweepstakes/> is required to enter the Sweepstakes. When you register, we collect personally identifying information about you, including your name, complete mailing address, and email address. The information that you provide will be added to a centralized Sponsor database and you will simultaneously be registered for Sponsor's other websites as well. Your email address will not be sold or rented to third parties.

ARBITRATION: Except where prohibited by law, as a condition of participating in this Sweepstakes, entrant agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, or the prize awarded, shall be resolved individually, without resort to any form of class action; and exclusively by final and binding arbitration under the rules of the

American Arbitration Association and held at a AAA regional office in Dallas, TX; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental or consequential damages including attorney's fees or any other damages, other than for entrant's actual out-of-pocket expenses (i.e., costs associated with participating in this Sweepstakes), and entrant further waives all rights to have damages multiplied or increased.

RELEASES: By participating in this Sweepstakes, entrants agree to release Sponsor, Arts and Culture Texas and Camiba Cultural Tours and any other organizations affiliated with the sponsorship, fulfillment, administration, prize support, advertisement or promotion of the Sweepstakes and each of their respective parents, agents, affiliates, subsidiaries, advertising and promotion agencies, and prize suppliers, and each of their respective officers, directors, agents, representatives and employees, as well as each of their respective successors, representatives and assigns (collectively, the "Released Parties") from any and all actions, claims, injury, loss or damage arising in any manner, in whole or in part, directly or indirectly, from participation in this Sweepstakes and/or acceptance, use or misuse of the prize, including any/all participation at resort and any travel/activity related thereto (or portion thereof).

OTHER: Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, undelivered, garbled or misdirected entries or registrations; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation,

errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the Prize, or in any Sweepstakes-related materials. 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 Sweepstakes.

Released Parties are not responsible for injury or damage to entrants' or to any other person's computer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the website.

Sponsor reserves the right, in its sole discretion to disqualify any person tampering with the entry process, the operation of the web site or otherwise in violation of these Official Rules. Sponsor further reserves the right, in its sole discretion, to cancel, terminate or modify this Sweepstakes if the Sweepstakes is compromised by virus, technical corruption, non-authorized human intervention, or any other causes which, in the sole discretion of the Sponsor, corrupt or affect the administration, security, fairness, proper play or integrity of the Sweepstakes. In the event of cancellation or termination, Sponsor reserves the right to select the potential winner in a random drawing from among all eligible, non-suspect entries received prior to date of cancellation or termination. In the event of a dispute regarding online entry, entry will be deemed made by the authorized account holder of the e-mail account associated with the entry and he/she must comply with these Official Rules. The authorized account holder is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning email addresses. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND**

SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY SUCH INDIVIDUAL AND RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

Except where prohibited by law, entry constitutes permission to use each entrant's name, hometown (city and state), voice, biographical information, likeness, photograph and any statements regarding this Sweepstakes in all media now known or hereafter discovered, for any purpose, including without limitation, in connection with, and to promote, market or advertise,

the Sweepstakes, in whole or in part, without review, approval, credit or attribution, notification or payment from or to entrant or any person or entity, worldwide, in perpetuity, or on a winner's list, if applicable. Sweepstakes is subject to all applicable U. S. federal, state and local laws and regulations. Winner will be issued an IRS 1099 tax form in the amount of the prize retail value as stated herein.

WINNER'S NAME: For the name of the winner, available after 11/3/24, please visit <http://artsandculturetx.com/sweepstakes/> or email your request to: info@artsandculturetx.com with the name of the Sweepstakes in the subject line.

FACTS

PRIZE:	The prize winner (“Winner”) will receive (1) prize (“Prize”). A seven (7) night, nine (9) night or seven (7) night trip for one winner (“Winner”) to one (“Trip”).
RETAIL VALUE:	\$3,400 or \$3,600 or \$3,150
NO. OF PRIZES:	1
ODDS:	1:100,000

You Have Not Yet Won. All entries have the same chance of winning. No one will know who the winner is until after the Sweepstakes ends.

Entry Is Free. You don't have to buy anything to enter. Just fill out the fields in the online entry form and submit.

Enter Online During the Sweepstakes Period, visit <http://artsandculturetx.com/sweepstakes/> (a “Website”) and follow the instructions provided to submit a completed online entry form to receive one (1) entry. All entries must be submitted by 11:59 p.m. Central Time (“CT”) on **10/31/24** to be eligible.

Buying Won't Help You Win. Chances of winning without making a purchase are the same as the chances of someone who buys something.

Entry Deadline/Sweepstakes Closing Date. To be eligible to win the prize offered in this Sweepstakes, your entry must be received by the applicable entry

dates stated in this communication. If there is no Entry Deadline stated, your entry must be received by the Final Sweepstakes Closing Date of 11:59 p.m. Central Time (“CT”) on **10/31/24**.

Void outside the US, in Puerto Rico, and wherever else prohibited.