

2018 Isaac Asimov Memorial Debate Digital Lottery Official Rules

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR PARTICIPATE IN THE LOTTERY. YOU MAY ENTER THE LOTTERY FOR A CHANCE TO PURCHASE ONE OR TWO (2) TICKETS, AT \$25 (\$22 seniors, students) PER TICKET FOR NON-MEMBERS AND \$20 FOR MEMBERS, TO THE ASIMOV DEBATE (the "Debate"), SCHEDULED FOR FEBRUARY 13, 2018, OR SUCH RESCHEDULED DATE AS DETERMINED BY THE MUSEUM, AT THE AMERICAN MUSEUM OF NATURAL HISTORY (the "Museum"), LOCATED AT 200 CENTRAL PARK WEST, NEW YORK, NY 10024. TICKETS NOT PURCHASED FOLLOWING THE LOTTERY MAY BE ENTERED IN A SUBSEQUENT LOTTERY FOR THE DEBATE, OR MAY BE USED AS THE MUSEUM SEES FIT. WINNERS ARE SELECTED AT RANDOM. PRIZES HAVE NO CASH VALUE.

ELIGIBILITY: Persons 18 years or older may enter the Lottery. Federal, state and local laws and regulations apply.

VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

HOW TO ENTER: Entrants may enter the Lottery through the web page <http://www.amnh.org/learn-teach/adults/lectures-and-special-debates/2018-isaac-asimov-memorial-debate> (the "Lottery Site"). Lottery entrants entering via the Lottery Site must enter all required fields and include a valid email address. The Lottery will accept entries beginning at 10 am EST on December 12, 2017 and ending at 5 pm EST on December 15, 2017.

There is a limit of one (1) entry per person, and each winning entrant shall receive the right to purchase up to two (2) tickets for the Debate. Use of automated entry devices or programs is prohibited. Entrants submitting multiple entries, and entries utilizing disposable email addresses, will be disqualified. Incomplete entries will be disqualified, including the failure to include on the entry any of the following: the entrant's first name, last name, or email address, or such other information required by the Museum. Proof of entrant's submission of information is not considered proof of receipt by the Museum of such entry and acknowledgment of any entry, if any, does not constitute confirmation or validity of entry.

Odds of winning depend on the number of eligible entries received and the total number of tickets available for purchase through the Lottery. The Lottery is randomized and the order of entry has no effect on your chances of winning. The total number of tickets available for purchase through the Lottery will be at the sole discretion of the Museum.

PRIZE: Each winning entrant of the Lottery shall be entitled to purchase up to two (2) tickets, at the price of \$20 per ticket for Museum members and \$25 (\$22 seniors, students) per ticket for non-members, to the Asimov Debate at the American Museum of Natural History on February 13, 2018, or such date on which it is rescheduled (the "Prize"). There is no monetary value to the Prize. No substitutions or cash redemption of the Prize is permitted. The Prize, and any ticket purchased by a winner of the Prize through the Lottery, may not be resold. The seat locations of tickets may be anywhere in the theatre and may have a partial, restricted, and/or obstructed view of the stage. Seating for the Debate is first come first served, and tickets purchased by Lottery winners may not necessarily be for seats that are next to one another. Winners must purchase their tickets via credit card or other purchase method approved by the Museum and as directed in the winner notifications. Once tickets are purchased, there are no refunds or exchanges. Additional restrictions and conditions may apply.

PRIZE DRAWING; CLAIMING PRIZES: The potential Prize winners for the Lottery will be selected in a random electronic drawing from all eligible entries received for the Lottery. The Lottery drawing will take place on Tuesday, December 19, 2017. All winners and non-winners who entered on the Lottery Site will be notified via email notification. The winner's email notifications will include instructions on how to purchase, by calling Museum General Reservations, with a valid credit card or other purchase method approved by the Museum. Notifications will be distributed at approximately 10 am EST on

Wednesday, December 20. A winning entrant must claim his/her tickets by purchasing them by Friday, December 22, 12 pm EST. Tickets will be emailed to purchasers and the email must be displayed, in print or on a mobile device, for entry into the Debate. Only the person who entered the Lottery and won may claim the Prize and purchase tickets for the Debate. Unclaimed tickets (i.e., tickets not timely purchased) will be released and may be offered to another entrant in a subsequent Lottery, sold to the general public or used by the Museum for any purpose. Each drawing will be conducted by the Museum, whose decision is final and binding on all aspects of each Lottery.

Failure of a potential Prize winner to respond as referred to above may result in disqualification and the selection of another winning entrant from among all eligible entries received for the Lottery. The Museum is not required to notify a potential Prize winner more than once.

CONDITIONS, DISCLAIMERS, AND LICENSE: By entering the Lottery, each entrant agrees to be bound by these Rules and by all decisions of the Museum (whose decisions are final and binding on all matters relating to the Lottery), and to comply with all federal, state and local laws and regulations, as well as rules of the Museum box office and any terms and conditions printed on any ticket purchased by a winner (collectively, "Museum Conditions"). In the event of an entrant or winner's non-compliance or demonstrated intent not to comply with these Rules, applicable laws or any Museum Conditions (including, without limitation, a winner's resale of a ticket purchased through the Lottery) for any reason, or such entrant or winner's inability to accept the Prize for any reason, their entry may be disqualified and/or the Prize and/or any ticket purchased by a winner of the Prize through the Lottery may be revoked in the Museum's sole discretion, and an alternate winner may be selected in the Museum's sole discretion. The decisions of the Museum are final on all matters of fact, interpretation, eligibility, procedure and fulfillment. Entries are void if inaccurate, incomplete, forged, mechanically reproduced, irregular in any way, or otherwise not in compliance with these Rules.

The Museum makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished or made available in connection with the Lottery. Although the Museum attempts to ensure the integrity of the Lottery, the Museum is not responsible for the actions of entrants or other individuals in connection with the Lottery, including entrants' or other individuals' attempts to circumvent the Rules or otherwise interfere with the administration, security, fairness, integrity, or proper conduct of the Lottery. The Museum is not responsible for injury or damage to any entrant's or to any other person's computer(s), mobile device(s), or other equipment, related to or resulting from participation in the Lottery or downloading materials from or using the Lottery Site. If, for any reason, the Lottery is not capable of running as planned for any reason whatsoever that, in the sole opinion of the Museum, could corrupt, compromise, undermine, or otherwise affect the administration, security, fairness, integrity, viability, or proper conduct of the Lottery, the Museum reserves the right, in its sole and absolute discretion, to modify these Rules and/or to cancel, terminate, modify, or suspend all or any part of the Lottery, and in its sole discretion to select any one or more new potential winners from among all eligible entries received for the Lottery up to the time of such cancellation, termination, modification, or suspension, as applicable. In the event that there are typographical errors that obscure the original intent of the Lottery, the Museum reserves the right to cancel or modify the Lottery appropriately. Notwithstanding anything to the contrary in these Rules, the Museum reserves the right to discontinue or suspend the Lottery at any time for any reason or no reason.

By entering the Lottery and voluntarily providing his/her personal information, each entrant consents and agrees to the Museum's collection and use of the entrant's information for the administration of the Lottery and agrees to Museum's use of entrant's information for the purpose of contacting entrant in relation to the Lottery. For the avoidance of doubt, entrants are providing information to the Museum. The Museum may send marketing and informational communications to entrant's email address after entry, if the entrant has opted to receive such communications. The entrant will have the option to opt-out of future emails (other than the above-referenced notifications regarding the Lottery entered).

LIMITATION OF LIABILITY: The Lottery, all Prizes, and all materials provided on the Lottery Site, or

through the Lottery (or in marketing or promotions, therefor) are provided "as is" without warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

WITHOUT LIMITING THE RELEASE GRANTED BY ENTRANTS HEREIN, BY ENTERING THE LOTTERY, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE LOTTERY, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND NO SUCH DISPUTE, CLAIM OR CAUSE OF ACTION MAY BE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR OTHER PERSONS SIMILARLY SITUATED; (2) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR SPECIAL DAMAGES; LOST REVENUES; AND/OR LOST PROFITS, AND UNDER NO CIRCUMSTANCES WILL ANY ENTRANT HAVE ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; (3) NO AWARD OR DECISION SHALL BE GIVEN PRECLUSIVE EFFECT AS TO THE ISSUES OR CLAIMS IN ANY DISPUTE WITH ANYONE NOT A PARTY TO THAT DISPUTE OR LITIGATION AND (4) ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO ENTRANTS IN SUCH JURISDICTIONS.

GOVERNING LAW: These Rules are governed by and shall be construed in accordance with the laws of the State of New York (without regard to conflicts of law principles).

MISCELLANEOUS: If any provision of these Rules is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Rules and shall not affect the validity and enforceability of any remaining provisions. Headings and captions are used in these Rules solely for convenience of reference, and shall not be deemed to affect in any manner the meaning or intent of these Rules or any provision hereof.