

2019 BOHM THEATRE OSCAR PREDICTION CONTEST



CONTEST DESCRIPTION

As a “*FUN*raising” event, The Bohm Theatre annually hosts an Oscar Prediction Contest to coincide with the Academy Award Season honoring excellence in motion picture production. **Funds from the Oscar Contest will go toward helping support operations at the Bohm Theatre during the winter weeks from mid January through February when utilities and overhead costs can be higher.**

If you're a film lover or you just want to support the Bohm Theatre and get some “inside” information on upcoming events scheduled at the Bohm for 2019, then this contest is for YOU!

The Bohm Theatre Oscar Contest (the “Contest”) is a competition in which participants compete to guess the 2019 Academy Award winners in **ALL 24** categories of nominations. The participant with the most correct guesses will be deemed the Potential Winner of the 1st Place prize. In the event of a tie for most correct guesses, the Potential Winner will be chosen by random drawing from among those tied entries. Prizes will also be awarded for 2nd and 3rd Place entries. Potential Winners for 2nd and 3rd place will be the participants with the next-highest number of correct guesses, or, in the event of a tie, will be chosen by random drawing from among those tied entries.

There is a \$25.00 donation to participate in the Bohm Theatre Oscar Contest.

INCLUDES:

**1 Official 2019 Bohm Theatre Oscar Ballot
2019 Movie Preview**

Bohm History and the Academy – The Year 1929

And a chance to win some great 2019 Bohm Theatre Prizes!

OFFICIAL RULES

- Contestants must use the official contest ballot provided by the Bohm Theatre. The official ballot can be purchased at our concession stand for **\$25.00**. If you would like a Bohm Ballot mailed to you, please contact us at nancy@bohmtheatre.com and we will mail you a Contest Packet for an additional **\$3.00 postage and handling fee**.
- Contestants must provide their name and email address contact information (phone number optional).
- Contestants may only check one (1) nominee per category.
- Any categories left blank or with multiple nominees checked will be counted as incorrect and the ballot will be disqualified.
- Bohm Membership is not required for entry or participation.
- You can purchase more than one Ballot BUT only One Prize Per Household or Business.
- Individuals must be 18 years of age or older to participate.
- Entries must be received **NO LATER THAN SATURDAY, FEBRUARY 23, 2019** - prior to the airing of this years 2019 Academy Awards Ceremony scheduled for Sunday, February 24, 2019.
- Entries must be submitted in person or via postal mail to the Bohm Theatre, 201 S. Superior St, Albion, MI 49224.
- Prizes are determined by the number of correct answers.
- Contestants will be notified of prizes won via email by March 1, 2019. Winners will be announced on our website and Facebook.

PRIZES If eligible under these Official Rules, Potential Winners will receive:

- **1st place:** 2019 Bohm Theatre Movie Pass (Valued at \$400.00+)
- **2nd Place:** Bohm II Private Screening w/ Popcorn (Valued at \$350.00)
- **3rd Place:** Bohm Theatre Family Membership (Valued at \$75.00)



All QUALIFIED BALLOTS that correctly pick Best Picture will receive 1 FREE Movie Coupon.



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Any taxes and any other costs not specifically stated within these Official Rules are the sole responsibility of the Potential Winners (we don't think there are any taxes). Potential Winners are not permitted to substitute the prize. Prizes are non-redeemable for cash. Potential Winners are not entitled to any difference between actual retail value ("ARV") of a prize and stated ARV, and any difference between stated ARV and actual value of the prize will not be awarded. No substitution, transfer or cash redemption of a prize is permitted, provided however that Sponsor or Promotional Partner reserves the right to substitute a prize with another prize of equal or greater value should the advertised prize become unavailable for any reason. Potential Winners are solely responsible for all federal, state and local taxes on prize and other unspecified expenses related to prize. All activities related to the prize are at the Potential Winners' own risk and subject to whatever restrictions are imposed by the entities that govern activities. All Contest entries are subject to verification prior to awarding of any prize.

ELIGIBILITY

The Contest is open to anyone who is at least 18 years old at the start of the Contest on January 22, 2019.

Employees, officers and directors of Bohm Theatre, and their immediate family members (defined as spouse, mother, father, sisters, brothers, sons, daughters, uncles, aunts, nephews, nieces, grandparents and in-laws, regardless of where they live) and those living in their household (whether or not related), and each person or entity connected with the production or administration of the Contest, and each parent company, affiliate, subsidiary, agent and representative of any aforementioned entity are not eligible.

As a condition of accepting a prize, each Potential Winner MAY be required to execute a declaration of eligibility and liability release, attesting that the Potential Winner has complied with all rules and releasing Sponsor and Promotional Partner from all liability for damages or personal injury that may occur in connection with the Potential Winner's use or acceptance of the prize or any activities related to the prize.

CONTEST PERIOD

The Contest begins on Tuesday, January 22, 2019 when the 2019 Academy Award Nominations are ANNOUNCED and ends on Sunday, February 24, 2019 when the Academy Awards are televised Live on ABC.

All entries must be submitted by the Deadline on Saturday, February 23, 2019.

HOW TO ENTER

Any eligible individual wishing to compete in the Contest ("Entrants") must enter by purchasing and completing and submitting predictions for the 2019 Academy Awards. Entrants will be required to submit: name, city, state, phone number, email address and date of birth. Entrants may submit one entry during the Contest Period. Entries must be received no later than 5 PM EST on Saturday, February 23, 2019. By entering, Entrants accept and agree to be bound by these Official Rules, including the decisions of the Bohm Theatre Management, which are final and binding in all respects. Any individual who attempts to enter, or in the sole discretion of Sponsor is suspected of entering, more than once, by any means, including but not limited to submitting multiple entries, will be disqualified from the Contest.

Sponsor is not responsible for late, delayed, incomplete or corrupted entries. Entries generated by a script, macro or other automated means will be disqualified. In the event a dispute regarding the identity of the individual who submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible.

ODDS

Odds of winning depend on the total number of eligible entries received. Or just Google "Vegas Odds 2019 Academy Awards"

NOTIFICATION

The Winners will be notified no later than March 1, 2019, via email and announced on our website. A Potential Winner has five (5) days from sending of notification to claim his/her prize by responding via email or an alternate Potential Winner will be selected. An alternate Potential Winner will be selected in the event of noncompliance with these Official Rules, or if a Potential Winner cannot be contacted, provides incorrect e-mail or mailing address, is ineligible, fails to claim a prize or if the prize notification is returned as undeliverable.

Potential Winners will also be sent and must sign an affidavit of eligibility / liability / publicity release ("Release"). Except where prohibited by law, by entering the Contest Entrants who become Potential Winners agree that Sponsor may use their name and picture for marketing purposes. The Potential Winners' names may be published on the Bohm Theatre website, released to the press, on Sponsor's websites and social media pages (including on Facebook) and in affiliated publications and/or websites. Unless restricted by law, the Potential Winners will be required to complete and return the Release within the time period specified therein. Alternate Potential Winners may be selected from among the remaining eligible entries if a Potential Winner: (i) cannot be reached; (ii) fails to obtain all signatures on the Release and to return the documents in a timely manner as required pursuant to these Official Rules; or (iii) cannot accept or receive the prize for any reason. In the event of a dispute about the identity of an Entrant, each entry will be declared to be made by the authorized account holder of the email address submitted at time of entry. Sponsor will not make multiple attempts to contact Potential Winners.

Prizes must be picked up within 30 days after notification is sent at the Bohm Theatre, 201 S. Superior Street, Albion, MI 49224.

CONDITIONS

All federal, state or other tax liabilities (including income taxes) arising from this Contest will be the sole responsibility of Potential Winners. Potential Winners may be issued an IRS Form 1099 for the ARV of any awarded prize. All warranties are hereby disclaimed, and the Potential Winners will



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accept the prize "as is." CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE CONTEST. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. Except where prohibited by law, the Potential Winners' entries and acceptance of a prize constitutes permission for Sponsor to use said Potential Winners' full name, photograph, likeness, statements, biographical information, voice, and city and state address for promotional or advertising purposes in connection with this Contest on a worldwide basis, and in all forms of media, now or hereafter known, in perpetuity, without review, permission or further compensation. This Contest is subject to all applicable federal, state and local laws of the United States. By participating, Potential Winners agree to be fully and unconditionally bound by these Official Rules and the decisions of Sponsor and waive any right to claim ambiguity in the Contest or these Official Rules. Potential Winners also agree to release, discharge, indemnify and hold harmless Contest Entities and each of their respective officers, directors, employees, representatives and agents ("Releasees") from and against any claims, damages, disability, attorneys' fees, and costs of litigation and settlement, as well as any liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from redemption, acceptance, possession, ownership, misuse or use of any prize or participation in any Contest-related activity or participation in this Contest. Releasees shall not be liable to the Potential Winners for failure to supply any prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other similar or dissimilar cause beyond any of the Releasees' control. The Releasees shall not be liable for: (i) late, lost, delayed, misdirected, incomplete, unreadable, inaccurate, garbled or unintelligible entries, communications or affidavits, regardless of the method of transmission; (ii) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) any injuries, losses or damages of any kind caused by a prize or resulting from acceptance, possession or use of a prize, or from participation in the Contest; or (v) any printing, typographical, administrative or technological errors in any materials associated with the Contest. Sponsor may prohibit an Entrant from participating in the Contest or winning a prize if, in its sole discretion, it determines such Entrant is attempting to undermine the legitimate operation of the Contest in any way by cheating, hacking, deception, or any other unfair playing practices of intending to annoy, abuse, threaten or harass any other players or Sponsor representatives. Use of any automated system to participate is strictly prohibited and will result in disqualification. Sponsor may disqualify at its sole discretion any entries it believes are created by an automated system.

Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Contest should a virus, bug, computer problem, unauthorized intervention or other causes beyond Sponsor's control, corrupt the administration, security or proper play of the Contest. If the Contest is terminated, Sponsor reserves the right, at its discretion, to select the Potential Winner(s) in a random drawing from among all eligible, non-suspect entries received prior to action taken.

DISPUTES

Except where prohibited, 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 Michigan. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Michigan, without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

PRIVACY

All personal information collected by Sponsor will be used for administration of the Contest. In addition, Entrants shall receive email correspondence from or on behalf of the Sponsor, subject to the Sponsor's privacy policy. Sponsor uses reasonable commercial efforts to comply with federal CAN-SPAM guidelines, and Entrants may subsequently opt-out of receiving further emails by following the opt-out instructions contained in the email. Any questions regarding privacy matters should be directed to the address set out below.

QUESTIONS: Send an email to nancy@bohmtheatre.org.



The Friends of the Bohm Theatre is a 501c(3) charitable nonprofit as designated by the IRS. *The mission of the Friends of the Bohm Theatre is to create a dynamic venue for film, performing arts, and educational activities that meet the needs of Albion, Michigan the surrounding area.*



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