

ARTS IN PUBLIC PLACES – “PEOPLE’S CHOICE” COMPETITION TERMS AND CONDITIONS

NO PURCHASE NECESSARY TO VOTE; A SMARTPHONE IS REQUIRED.

Dogwood Arts Festival (“Sponsor”) is the sponsor of the Arts in Public Places program, and of this “People’s Choice” competition (the “Promotion”). Sponsor is not responsible for the collection, submission or processing of entries or the overall administration of any of the Promotion.

1. Promotion Overview: This Promotion allows you to vote for one or more of your favorite sculptures among the 22 sculptures in the Knoxville, Tennessee- area “Arts in Public Places” program. Participating artists may vote for their own sculptures or any other sculpture subject to the conditions and limitations herein.

Votes may only be submitted via the mobile web page for each of the sculptures as described more fully in paragraph 2, below. A Quick Response (QR) code to access each mobile web page is posted at each sculpture. Location for each sculpture can be found at <http://www.dogwoodarts.com/art-in-public-places/>

2. Voting /Determination of Winner: How to vote: Connect to a sculpture’s mobile web page to vote for that sculpture by scanning the QR code on the sculpture with a bar code reader on your Smartphone. Voting will begin at 12:00 a.m. Eastern Time (“ET”) on Thursday October 20, 2011 and end at 11:59 p.m. ET on Thursday December 1, 2011, by which time/date all votes must be received (the “Voting Period”). Following the conclusion of the Voting Period, the votes will be tabulated, and the sculpture that receives the highest number of valid votes during the Voting Period, along with the artist who created it, will be named “People’s Choice.” **The title is honorary only; no “prize” or compensation of any kind will be awarded to the winning artist.** In the event of a tie, officials from the Dogwood Arts Festival will select the winner from the tied sculptures.

3. General Conditions: Only one artist and his/her sculpture will be declared “People’s Choice” for the Promotion. All claims and disputes related to this Promotion shall be governed by the laws of the State of Illinois, without regards to its conflict of law rules. Except where prohibited, by participating, each artist(or his/her parent or legal guardian, if artist is a minor) agrees that: (A) any and all disputes, claims and causes of action arising out of or connected with this Promotion shall be resolved individually, without resort to any form of class action; (B) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs (if any) associated with participating in this Promotion, but in no event attorneys’ fees; and (C) under no circumstances will artist be permitted to obtain awards for, and artist (or his/her parent or legal guardian, as applicable) hereby waives (to the extent allowed by law) all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

The decisions of Sponsor shall be final and binding in all matters relating to this Promotion, including but not limited to the determination of the winner as described above.

4. Conduct: Use of any automated, script, software, macro or robotic program or any other automated or improper means to submit or gain votes may, in the sole discretion of the Sponsor, result in the disqualification, of the sculpture to which such votes relate, or the votes themselves, or both.

Votes that do not comply in all respects with these Terms and Conditions, or that result from fraud or collusion (in the opinion of the Sponsor) will be disqualified and rendered void. If a participating artist is found to have engaged in such fraud or collusion, in Sponsor's opinion, s/he will be disqualified and will not be eligible to win "People's Choice". Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be: tampering with the voting process or the operation of any aspect of the Promotion; acting in violation of these Terms and Conditions; or acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person.

CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO DISQUALIFY AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

5. Limitation of Liability: Sponsor is not responsible for: (i) electronic, cellular or digital transmissions/votes that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, misdirected or not received for any reason; (ii) votes that are lost, late, delayed, damaged, destroyed, or misdirected; (iii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures or human error that may occur in the transmission, receipt or processing of votes, or for destruction of or unauthorized access to, or alteration of, votes; (iv) failed or unavailable hardware, network, software or telephone transmissions or causes beyond Sponsor's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Promotion; (v) any votes submitted in a manner that is not expressly allowed under these Terms and Conditions; all such votes will be disqualified; (vi) inaccurate voting information whether caused by voters or by any of the equipment or programming associated with or utilized in the Promotion; (vii) any typographical or other error in printing or advertising related to the Promotion, any errors in the administration or execution of the Promotion, or errors in the announcement of the winner; (viii) cheating or fraud by any participant; or (ix) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from one's participation in the Promotion.

All incomplete or non-conforming votes will be disqualified.

Network service for transmission of votes s may be interrupted or unavailable due to atmospheric or topographical conditions, governmental regulations or orders, system capacity limitations or other reasons beyond Sponsor's control. Sponsor is not responsible for vote delivery or timeliness of votes, or for availability of telephone services at any time.

6. Early Termination: If, for any reason, the Promotion is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor that corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, then the Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Promotion.

7. Winner Information: To obtain the name of the winning sculpture and artist by mail, send a self-addressed, stamped, #10 envelope to: U.S. Cellular Arts in Public Places Promotion, 9731 Cogdill Road, Suite 200, Knoxville, Tennessee 37932.

Sponsor: Dogwood Arts Festival, 602 S. Gay Street, Mezzanine Level | Knoxville, TN 37902

Administrator: U.S. Cellular, 9731 Cogdill Road, Suite 200, Knoxville, Tennessee 37932