

# WIN A TRIP TO USITT in Fort Worth, TX this March!

## RULES & TERMS OF SERVICE

### Eligibility

1. NO PURCHASE OR PAYMENT OF ANY MONEY IS NECESSARY TO ENTER. A PURCHASE WILL NOT IMPROVE THE CHANCES OF WINNING. VOID WHERE PROHIBITED. All federal, state and local laws apply.
2. Sponsors for the Promotion are United States Institute for Theatre Technology (USITT) and Electronic Theatre Controls (ETC). The Promoter is ControlBooth, LLC (CB).
3. The prize promotion is open to anyone aged over at least 18 years of age and over the age of majority in his or her jurisdiction of residence. Entrants must be legal residents, excluding employees of the Promoter and their families, service providers, agents and anyone professionally associated with this prize promotion on <http://controlbooth.com>, <http://etcconnect.com>, or <http://usitt.org> . No purchase required. Multiple participants are not permitted to share the same email address. Any attempt by any participant to obtain more than the allowable max number of entries by using multiple/different email addresses, accounts, identities, registrations and logins, or any other methods will void that participant's entries and that participant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any entrant, the authorized account holder of the email address associated with the entry will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner(s) may be required to show proof of being the authorized account holder(s).

### Acceptance of Terms

4. By entering the prize promotion, all entrants will be deemed to accept these terms and conditions and agree that the decision of the Promoter is final and binding in all matters relating to the prize promotion.
5. All entry instructions will form part of these terms and conditions. Any breach of these terms and conditions will result in the forfeit of entry. Promoter reserves the right to disqualify and prosecute to the fullest extent permitted by law any participant or winner who, in a Promoter's reasonable suspicion, tampers with a Promoter site, the entry process, intentionally submits more than a single entry, violates these rules, or acts in an unsportsmanlike or disruptive manner.

### Entry

6. To enter, please submit the online entry form available on <http://www.controlbooth.com> by 2014-02-22 23:59 Pacific Time

7. Upon entering, you will receive a unique URL to the sweepstake entry form. You will earn one additional entry per person who enters the sweepstake through the sweepstake entry form at your unique URL.

#### Promotion Period

8. The start date for the prize promotion is 2014-02-17 22:00 EST. The closing date for entry is 2014-02-22 23:59 Pacific Time. The Promoter will not consider entries received after this date and time. The winner will be notified within 7 days of the closing date. The Promoter's computer is the official time-keeping device for the promotion. Odds of winning the promotion depend on the number of eligible entries received during the Promotion Period.

#### The Prize

9. The grand prize for a randomly selected winner is a trip to USITT 2014 from March 26, 2014 to March 30, 2014 including round-trip airfare from anywhere in the Mainland United States to Fort Worth, TX for the winner from an airport close to the winner's home residence in the United States (Travel coverage limited US Lower 48 States Only, Residents of Alaska, Hawaii and US Territories are responsible for any and all costs associated with getting to mainland United States, travel plans subject to the coordination of, and approval of, the travel agent of the Sponsor) as determined by ControlBooth.com and Electronic Theatre Controls (\$650); accommodations in a hotel room at the Omni (\$688); The aggregate retail value of Electronic Theatre Control's portion of the prize(s) is approximately \$1338. The aggregate retail value of the USITT Conference Pass is approximately \$478. The Sponsors will work with the winner to arrange accommodations, and flight. Travel to and from the airports is the responsibility of the winner. No substitution, assignment or transfer of the prize is permitted, except by the Sponsors, who has the right to substitute a prize with another of comparable or greater value. Date and times are subject to change. Winner is responsible for all taxes and fees associated with the receipt and/or use of the prize. Winner is solely responsible for any and all costs associated with personal usage of goods or services at the hotel (e.g. minibar, Internet access, gym pass, etc.) or during any and all flights.

10. There is no cash alternative in whole or in part for the prize. The prize is non-negotiable and non-transferable. Any difference between stated approximate retail value and actual value of Prize will not be awarded. All prize details not specified in the Official Rules will be determined in Sponsor's sole and absolute discretion.

11. The prize is subject to availability. The Promoter reserves the right to (a) in the event of unforeseen circumstances, award an alternative prize of equal or greater value and (b) in exceptional circumstances, to vary, amend or withdraw this prize promotion on reasonable notice; provided Prize Provider is not responsible for providing any substitute prize except in its sole discretion.

#### Drawing / Selection

12. Maximum number of entries allowed per individual is 36 (includes additional entries obtained through your unique referral URL).

13. The prize winner will be the first entry drawn at random. Promoter is not responsible for any delay or failure to receive notification for any reason, including inactive mail or email account(s), technical difficulties associated therewith, or winner's failure to adequately monitor any mail or email account. The winner must respond to Promoter within 1 business

day. Should the winner fail to respond to Promoter, Promoter reserves the right to disqualify that winner and select a new one in a second-chance random drawing, or to not award the prize at all.

14. The prize winner will be notified by email on or before 2014-02-26 05:00 UTC.

#### Publicity

15. The prize winner may be required to take part in some promotional activity as a condition of receiving the prize, e.g. publicity photos. Winner may be required to sign an affidavit of eligibility, liability release and a publicity release. By entering or accepting any prize, winner allows Promoter to use the winner's name, photograph, likeness, voice, prize information, and biographical information for publicity and promotional purposes without further compensation where permitted by law. Except where prohibited, participation in the promotion constitutes participant's consent to Promoter's use of participant's name, likeness, voice, opinions, biographical information, hometown and state for promotional purposes in any media without further payment or consideration.

#### Winner's Details

16. Details of the prize winner (name and county only) may be obtained by written request by sending a self-addressed envelope to the Promoter at 1630 Purple Sage Dr, Reston, VA 20194 after 2014-02-28 05:00 UTC.

#### Liability Limitation

17. NEITHER THE PROMOTER NOR THE SPONSORS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY PRIZE OR YOUR PARTICIPATION IN THE PROMOTION. BY ENTERING THE PROMOTION OR RECEIPT OF ANY PRIZE, EACH ENTRANT AGREES TO RELEASE AND HOLD HARMLESS PROMOTER, SPONSOR AND THEIR SUBSIDIARIES, AFFILIATES, SUPPLIERS, DISTRIBUTORS, ADVERTISING/PROMOTION AGENCIES, AND PRIZE SUPPLIERS, AND EACH OF THEIR RESPECTIVE PARENT COMPANIES AND EACH SUCH COMPANY'S OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE "RELEASED PARTIES") FROM AND AGAINST ANY CLAIM OR CAUSE OF ACTION, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, OR DAMAGE TO OR LOSS OF PROPERTY, ARISING OUT OF PARTICIPATION IN THE PROMOTION OR RECEIPT OR USE OR MISUSE OF ANY PRIZE OR ANY TRAVEL RELATED THERETO. THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR: (1) ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY ENTRANTS, PRINTING ERRORS OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE PROMOTION; (2) TECHNICAL FAILURES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO MALFUNCTIONS, INTERRUPTIONS, OR DISCONNECTIONS IN PHONE LINES OR NETWORK HARDWARE OR SOFTWARE; (3) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE ENTRY PROCESS OR THE PROMOTION; (4) TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE PROMOTION OR THE PROCESSING OF ENTRIES; OR (5) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM ENTRANT'S PARTICIPATION IN THE

PROMOTION OR RECEIPT OR USE OR MISUSE OF ANY PRIZE OR ANY TRAVEL RELATED THERETO. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the promotion, provided that if it is not possible to award another entry due to discontinuance of the promotion, or any part of it, for any reason, Promoter, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In event that production, technical, programming or any other reasons cause more than stated number of prizes as set forth in these Terms to be available and/or claimed Promoter reserve the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims. The Promoter accepts no responsibility for any loss, damage, injury or disappointment suffered by an entrant resulting from entering this prize promotion or by the entrant's acceptance of the prize.

#### Privacy / Data Protection

18. Personal information submitted by entrants will be stored and used for future marketing by the Promoter and Sponsors. The information will be held in accordance with the Promoter and Sponsors' privacy policy at

<http://www.controlbooth.com/faq/your-personal-information.8/> ,

<http://www.etconnect.com/privacy.policy.aspx> , and

<http://www.etconnect.com/privacy.policy.aspx> . The Promoter and the Sponsors reserves the right to use any information collected.

#### Disputes / Governing Law

19. TO THE FULLEST EXTENT PERMITTED BY LAW, BY PARTICIPATING IN THE PROMOTION, YOU AGREE THAT: THESE TERMS AND THE PROMOTION ARE GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF VIRGINIA (WITHOUT GIVING EFFECT OR REGARD TO ANY PRINCIPLES OR DOCTRINES OF CONFLICTS OF LAW/CHOICE OF LAW OF THE STATE OF VIRGINIA USA OR OF ANY OTHER JURISDICTION), AND THE FORUM AND VENUE FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THESE OFFICIAL RULES SHALL BE IN THE COUNTY OF FAIRFAX, VIRGINIA. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC., IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN VIRGINIA. ANY SUCH CONTROVERSY OR CLAIM WILL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND WILL NOT BE CONSOLIDATED IN ANY ARBITRATION WITH ANY CLAIM OR CONTROVERSY OF ANY OTHER PARTY. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE COUNTY OF FAIRFAX, VIRGINIA. THE

REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.

The Promoter

The Promoter is ControlBooth, LLC., a company registered in USA. Any queries and comments should be directed in writing to the David Silvernail, Owner, ControlBooth, LLC. at 1630 Purple Sage Dr, Reston, VA 20194.