



COASTER CANVAS CONTEST TERMS AND CONDITIONS

SPONSOR

Sponsor is Central Amusement International Inc., as Luna Park in Coney Island, 1000 Surf Avenue, Brooklyn, NY 11224, USA (hereinafter: "Sponsor" or "Luna Park").

TERM

The "Coaster Canvas Contest" will begin on January 30th, 2020 from 12:00pm US Eastern Standard Time (EST) to February 17, 2020 11:59 pm EST (the "Contest"). Information on how to enter and on the prizes are part of these official rules ("Official Rules"). By participating to the Contest, each participant agrees to the Official Rules and warrants that his or her entry complies with all requirements set out in the Official Rules. Contest is open only to legal residents of the fifty (50) United States and the District of Columbia, who are over the age of 18 at the time of entry. Current and former employees of Sponsor are not eligible.

HOW TO PARTICIPATE

- NO PURCHASE IS NECESSARY AND A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. To participate, participants shall submit an original design using the submission form at <https://lunaparknyc.com/Coaster-Canvas-Contest/> anytime between January 30th, 2020 from 12:00pm US Eastern Standard Time (EST) to February 17, 2020 11:59 pm EST
- In order for your design to be considered, participants shall provide his/her contact information, submit their original design using the provided template at <https://lunaparknyc.com/Coaster-Canvas-Contest/>
- In order for your design to be considered, design submission shall include all of the following phrases "Coney Island Cyclone" and "Happy Birthday Luna Park"
- In order for your design to be considered, design submission must be created from original content. Please, do not submit copyrighted, traced, licensed or published works of art. These Entries will not be considered.
- In order for your design to be considered, design submission cannot contain nudity, obscenity, profanity, pornography, violence, and anything that is lewd or offensive in nature, or otherwise inappropriate entry will be excluded.

CONTEST PRIZES

- Sponsor, based upon the criteria hereinafter defined, will select ten (10) winners among all of the Participants.
 - Each winner will receive (2) Any Day Luna Pass Vouchers. Any Day Luna Pass Voucher can be redeemed any day in Luna Park's operating calendar excluding blackout dates, Easter - April 12, Memorial Day - May 25, Mermaid Parade - June 20, Independence Day - July 04, Labor Day - September 07. For Luna Park's operating days please refer to the following link: <https://lunaparknyc.com/plan/park-hours/>
 - Provided that Sponsor obtains City of New York Department of Parks and Recreation's prior written approval, Winners' Design Submission will be featured on the front of the Coney Island Cyclone
- No prize transfer, assignment or substitution by winners permitted. If a prize (or part of a prize) is unavailable, the Sponsor, in its discretion, reserves the right to substitute the original prize (or that part of the prize) with an alternative prize to the equal monetary value and/or specification, unless to do so would be prohibited by law.
- Sponsor will choose the 10 winning Design Submissions, based on the following criteria: Originality, Creativity, Execution, and Appropriateness for Luna Park and the Coney Island Cyclone.
- Sponsor will notify the winners via e-mail by February 21st, 2020 5:00 pm EST. The winners shall reply to such notification emails by February 24, 2020 at 12:00 pm EST



Luna Park in Coney Island

1000 Surf Avenue - Brooklyn, NY 11224

P 718.373.LUNA (5862) - F 718.373.0153
By Central Amusement International Inc.

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In the event the chosen winners do not respond to such notifications or does not provide the requested information by February 24, 2020 at 12:00 pm EST, winner(s) forfeit their prize.

By entering the Contest, all entrants grant an irrevocable perpetual non exclusive license to Sponsor, to reproduce, distribute, display and create derivative works of the Entries and of any Design Submission in connection with the Contest and promotion of the Contest, in any media and in any location within Luna Park now or hereafter known, including, but not limited to, future advertising and marketing. Entrants consent to the Sponsor doing or omitting to do any act that would otherwise infringe the entrant's "moral rights" in their Entries. Display or publication of any Entry on a Sponsor's website or in any location within Luna Park does not indicate the entrant will be selected as a winner. Sponsor will not be required to pay any additional consideration or seek any additional approval in connection with such use. Additionally, by entering, each entrant grants to Sponsor the unrestricted right to use all statements made in connection with the Contest, and pictures or likenesses of Contest entrants. However, Sponsor may choose not to use all statements and/or Design Submission made in connection with or in relation to the Contest, and pictures or likenesses of Contest entrants, at its sole discretion. Sponsor will not be required to pay any additional consideration or seek any additional approval in connection with such use.

LIMITATION OF LIABILITY

By entering this Contest, all entrants agree to release, discharge and hold harmless Luna Park, Central Amusement International Inc., The City of New York, The City of New York City Department of Parks and Recreation, The New York City Economic Development Corporation and Apple Industrial Development Corp. and their partners, affiliates, subsidiaries, advertising agencies, agents, employees, officers, directors, and representatives from any claims, losses, and damages arising out of their participation in this Contest or any Contest related activities and the acceptance and use, misuse, or possession of any prize awarded hereunder.

Luna Park assumes no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to Contest Entries or Entry forms; or alteration of Entries or Entry forms. Luna Park is not responsible for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any e-mail Entry to be received on account of technical problems or traffic congestion on the Internet or at any Web site, human errors of any kind, or any combination thereof, including any injury or damage to entrants' or any other persons' computers related to or resulting from participation, uploading or downloading of any materials related to this Contest.

CONDITIONS

This Contest is **VOID WHERE PROHIBITED**. Entrants agree that this Contest shall be subject to and governed by and subject to the laws of the state of New York without reference to its conflict of laws principles, and the forum for any dispute shall be in the County of Kings (State of New York), United States of America. To the extent permitted by law, any entrant expressly waives the right to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Contest. Certain restrictions may apply.

By entering, entrants also agree (a) to be bound by these Official Rules; (b) that the decisions are final and binding with respect to all matters relating to the Contest; and (c) that, if the entrant wins, Sponsor may use the winning Entry and the winner's name, likeness, and/or voice in any publicity or advertising relating to the Contest or future promotions without compensation or approval (except where prohibited by law).

All federal, state/provincial/territorial and local taxes, fees and surcharges and taxes (whether foreign or domestic, and including income, sales, and import taxes) on prizes are the sole responsibility of the prize winners. In the event that the selected winner(s) of any prize are/is ineligible, cannot be traced or do not respond within 10 days to a winner notification as required by the "Contest Prizes" Rules above, or refuses the prize, the prize will be forfeited and Sponsor, in its sole discretion, may choose whether to award the prize to another entrant. The Sponsor reserves the right to verify the validity of any Entry and/or entrant (including an entrant's identity and address) and to disqualify any entrant who submits an Entry that is not in accordance with these Official Rules or who tampers with the Entry process. Failure by the Sponsor to enforce any of its rights at any stage does not constitute a waiver of those rights.



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RIGHT TO CANCEL OR SUSPEND CONTEST

If for any reason the Contest is not capable of running as planned, due to infection by computer virus, bugs, worms, trojan horses, denial of service attacks, 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 this Contest, Sponsor reserves the right, at its sole discretion, to disqualify any individual(s) who tamper with the Entry process, and/or to cancel, terminate, modify, or suspend the Contest. If Sponsor elects to cancel or terminate the Contest, Sponsor will not retain any rights to Entries.

DATA PRIVACY

Entrants agree that personal data, especially name and address, may be processed, shared and otherwise used for the purposes and within the context of the Contest and any other purposes outlined in these Official Rules, including further communications from Sponsor not related to this Contest. The data may also be used by the Sponsor in order to verify the participant's identity, postal address and telephone number or to otherwise verify the participant's eligibility to participate in the Contest. Participants have the right to access, review, rectify or cancel any personal data held by Sponsor by writing to Sponsor at 1000 Surf Avenue, Brooklyn, NY 11224.



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