

**THE COSMOPOLITAN OF LAS VEGAS**  
**2021 UNLV Las Vegas Mural Project**  
**Celebrating the Thriving and Diverse Las Vegas Community**

NO PURCHASE, DONATION OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS PROMOTION. A PURCHASE, DONATION OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.

**ELIGIBILITY:** Participants must be 16 years of age or older, with a valid and current government issued identification, and a legal resident of Clark County, Nevada. Participants must have completed an application for admission to UNLV and be eligible for attendance within 12 months of the award. Not open to employees, officers or directors, or to members of the immediate family or household (whether related or not) of any employees, officers, or directors The Cosmopolitan of Las Vegas. (“**Sponsor**”), or any of its parents, subsidiaries, affiliates, franchisees, or any advertising, promotion or UNLV or CCSD or any other agencies or suppliers involved in this Promotion (collectively, the “**Promotion Entities**”). Eligibility may be verified at any time. The **2021 UNLV Mural Project** Promotion (the “**Promotion**”) is subject to all applicable laws. Void where prohibited by law.

**PROMOTION PERIOD:** The Promotion begins on Wednesday, September 22nd at 9:00:01AM PST and ends on Friday, October 15th at 17:00:01PST (the “**Promotion Period**”). Winners will be notified by Friday, October 29th. The Sponsor’s database computer is the official time-keeping device for the Promotion.

**HOW TO ENTER:** Visit <https://survey.alchemer.com/s3/6487370/UNLV-Mural-Project> (the “**Website**”) during the Promotion Period, to complete your free entry via the online submission form. All entries must be received by the end of the Promotion Period. Proof of submission is not proof of receipt. Limit one (1) entry per person. Submission form details are as follows:

**Applicant Name:**

**School Name:**

**Expected Graduation Date:**

**Submitter's Email Address:**

**Address:**

**Telephone:**

**Email:**

**Submission (up to 1,000 words)** personal statement detailing your history and love for Las Vegas; what makes Las Vegas unique and diverse; why are you looking to further your education in the arts.

**Are you or a member of your immediate family an employee of The Cosmopolitan of Las Vegas or UNLV?**

**Attach Letter of Recommendation**

**Finalists are required to submit 2-4 mural sketches in the theme: Celebrating the Thriving and Diverse Las Vegas Community**

Sponsor reserves the right, in its sole and absolute discretion, to disqualify, or reject an entry from, any individual, or the right to deny any Participant once accepted, whose entry is found to be of objectionable or obscene, or is found to be tampering with the entry process or the entry is operation of the Promotion, to be acting in violation of these Terms and Conditions, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Promotion, or to annoy, abuse, threaten, or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsor assumes no responsibility for lost, late, misdirected, damaged, or illegible entries. Any attempted form of entry other than as described herein is void. Sponsor will determine, in its sole absolute discretion, what constitutes a valid entry. All materials submitted become the property of Sponsor and will not be returned or acknowledged. The winning mural will be installed on the Back of House wall on Sponsor's property and the winner will have editing and approval rights of the mural, however Sponsor has ultimate artistic rights.

By entering the Promotion, all Participants grant an irrevocable, perpetual, worldwide non-exclusive license to Sponsor to list the Participant's first name, last initial and city and state on Sponsor's website. Furthermore, by entry into this Promotion, Participants agree to, represent and warrant the following: (i) you have the rights necessary to authorize us and our affiliates (and our Representatives) to use such written and art submissions in accordance with these Terms and Conditions; (ii) you authorize us and our affiliates (and our Representatives) to use such written and art submissions as permitted by these Terms and Conditions; (iii) you have obtained the necessary permissions, if any, for us and our affiliates (and our Representatives) to use such written and art submissions in accordance with the Terms and Conditions; and (iv) such written and art submissions are original works of art, designed and owned exclusively by you.

**DATA:** Any information you submit will be subject to the Sponsor's privacy policy posted at <https://www.cosmopolitanlasvegas.com/terms-conditions>. By submitting an entry, you understand and agree that the information you submit will be transmitted to and stored on servers located in the United States.

**WINNER NOTIFICATION:** Up to ten (10) eligible entries will be selected as finalists by a Committee comprised We will have a team of up to 10 people that will consist of Cosmopolitan employees, a dean from UNLV School of Fine Arts, a director from The Neon Museum, and CCSD art teachers. The finalists will be required to complete and submit 2 to 5 sketches of their mural designs within 21 days of notification, which mural submissions must be submitted in .pdf or .jpg format by email to [art@cosmopolitanlasvegas.com](mailto:art@cosmopolitanlasvegas.com). Submissions over 10mb must submit a link to the aforementioned email for a cloud sharing service, box.com, dropbox, etc. where the submissions can live. Failure to properly submit a minimum of 2 mural sketches by the deadline will result in disqualification. The Committee will evaluate the Finalist mural sketches based on uniqueness and concept and select a winner. The potential winner(s) will be notified by telephone and/or mail and/or email, in Sponsor's discretion, using the contact information given at the time of entry. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If a potential winner does not respond within 10 days after the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner may be disqualified and an alternate winner may be selected. If any potential winner is found to be ineligible, or if he or she has not complied with these Terms and Conditions or declines a prize for any reason prior to award, such potential winner will be disqualified and an alternate winner may be selected. Each potential winner may be required to execute an Affidavit of Eligibility, a Liability Release, and a Publicity Release (collectively, "**Prize Claim Documents**").

**PRIZES/ODDS:** The following prize(s) is/are available:

### *Grand Prize*

Number of Winners: 1

Scholarship Prize: The winner will receive four years (full time credits for 8 semesters) to attend UNLV which must be commenced within 12 months of award and utilized within 6 years of commencement date; winner must maintain a minimum of 2.75 GPA at all times and must be enrolled with a minimum of 12 credit hours in each semester; winner may defer for one semester, but may not fail to enroll for two consecutive semesters

**Value: \$36,500**

To the extent allowed by law, winner is solely responsible for the payment of any taxes that may be due as a result of the acceptance or use of any prize. Prize is non-transferable and no substitution by winners or cash equivalent is allowed. Neither Sponsor nor any other Promotion Entity makes any warranty or guarantee, either express or implied (including, without limitation, quality, merchantability and fitness for a particular purpose) in connection with this Promotion or any prize. Odds of winning depend on the number of eligible entries received.

**GENERAL PROVISIONS:** Submission of an entry and acceptance of a prize constitutes Participant's permission (or minor winner's parent/legal guardian's permission) for Sponsor to use Participant's name, photograph, likeness, voice, biographical information, statements and address (city and state and country) and submissions for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity (or for as long as allowed under applicable law), without further compensation. Each entry constitutes consent to use the likeness of the Participant in accordance with the terms found at <https://www.cosmopolitanlasvegas.com/photo-video-release>. Entrants (and any minor Participant's parent or legal guardian) agree, to the extent allowed by applicable law, that the Promotion Entities shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, from participation in the Promotion or any Promotion-related activity, or from Participants' acceptance, receipt, possession and/or use or misuse of any prize.

No responsibility for any damage to any Participant's computer system which is occasioned by accessing the Website or otherwise participating in the Promotion, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures or delays. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due submissions or prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information.

Sponsor reserves the right in its sole discretion to disqualify from this Promotion and any other promotions offered by Sponsor, any individual who is found to be tampering with the entry process or the operation of the Promotion or the Website, to be acting in violation of these Terms and Conditions, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Promotion, or to annoy, abuse, threaten or harass any other person. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted.

In the event of a dispute as to the identity of the Participant, any on-line entry will be deemed submitted by the authorized account holder of the e-mail account from which it was sent, provided such account holder must still meet the eligibility requirements for the Promotion. The authorized account holder shall be the natural person to whom the

applicable email address has been assigned by the Internet access provider, service provider, or other online organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

Sponsor reserves the right to modify, extend, suspend, or terminate the Promotion, in whole or in part, if it determines, in its sole discretion, that the Promotion is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other unintended circumstances have impaired the integrity, administration, security, proper play and/or feasibility of the Promotion as contemplated herein. The decisions of The Cosmopolitan regarding all aspects of this Promotion are final and binding, subject to NRS 463.362. Participant agrees to be bound by these Terms and Conditions and terms and conditions of The Cosmopolitan found at [cosmopolitanlasvegas.com](http://cosmopolitanlasvegas.com).

By entering the Promotion, you agree, to the extent allowed by applicable law, that (i) any and all disputes, claims, and causes of action arising out of or in connection with the Promotion, or any prize awarded, shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to reasonable and actual out-of-pocket costs incurred, including costs associated with entering the Promotion, but in no even attorney's fees; and (iii) under no circumstances will any Participant be permitted to obtain any award for, and Participant hereby waives all rights to claim, punitive, incidental, indirect or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for reasonable and actual out-of-pocket expenses.

**WINNER NAMES:** A list of winner names will be available for 90 days after the Promotion Period. To request a list of winner names, email [community@cosmopolitanlasvegas.com](mailto:community@cosmopolitanlasvegas.com).

**SPONSOR: The Cosmopolitan of Las Vegas**  
**3708 Las Vegas Boulevard South**  
**Las Vegas, NV 89109**