Contest Terms and Conditions

- Contest open only to legal residents of the United States and its territories. Contest
 participants must be age 18 or older as of December 6, 2013. Contest participants
 agree that the contest is governed by the statutes and court opinions of the state of
 New Mexico.
- Contest only applicable to Ghost Phone ticket holders purchasing said ticket at a participating theatre location, during the scheduled Ghost Phone run of December 6-20, 2013.
- 3. Drawing will be held on December 23, 2013, in Taos, New Mexico. Contestants do not need to be present to win.
- Contest winner will be announced on the Taos Land & Film Company website, <u>www.TaosLandAndFilm.com</u>, and in media markets serving the participating locations.
- 5. Contest winner will have twenty-one (21) calendar days from the date of the announcement of the winning ticket to claim the prize. If the prize is unclaimed after the time specified herein, a new drawing will be held, and a new winning ticket announced as specified in the contest terms and conditions.
- 6. It is the sole responsibility of the contest winner to maintain possession of eligible tickets, and to submit the claim to Taos Land and Film for the winning ticket.
- 7. Contest winner agrees that by claiming the winning ticket and accepting the prize, he/she shall be available for media interviews and other promotional activities that may be pursued by Taos Land & Film Company, or any other persons or entities involved in, but not limited to, the promotion, operation, or management of the contest.
- Eligible tickets will contain a control number identifying the ticket as one sold for Ghost Phone. Any evidence of control number tampering will result in the ticket being voided and ineligible for contest participation.
- 9. Ticket holder agrees that by participating in the contest, he/she waives all right to sue Taos Land & Film Company, Mitchell Theatres, and any other persons or entities involved in, but not limited to, the participation, operation, management, and promotion of the contest. All disputed claims therefore are subject to binding

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arbitration, with Taos Land & Film Company being the sole entity charged with contracting an arbitration service provider.

- 10. Winning ticket may be claimed in person or by mail to Taos Land & Film Company, 210 Calvary Rd. Taos, New Mexico 87571. If claimed in person, the contest winner is responsible for all travel costs and arrangements to and from Taos, New Mexico. If claimed by mail, contest winner is responsible for all postage costs, and agrees to hold harmless Taos Land & Film Company, Mitchell Theatres, and any other persons or entities involved in, but not limited to, the operation, management, and promotion of the contest, from any loss, theft, or damage that may occur to the ticket when not in the possession of Taos Land & Film Company, Mitchell Theatres, or the contest winner. Taos Land & Film Company does not require, but recommends, the contest winner claim the prize in person or by certified mail. Prize claim must be postmarked by the aforementioned submission deadline to be considered eligible for the contest.
- 11. Upon the receipt of a prize claim, Taos Land & Film Company will verify the authenticity and eligibility of the ticket and ticket holder claiming the winning ticket.
- 12. Upon verification of authenticity and eligibility of the winning ticket submitted to Taos Land & Film Company, title of the property will be conveyed to the contest winner, provided all requirements specified in the contest terms and conditions are met.
- 13. Ticket holder agrees to hold harmless Taos Land & Film Company, Mitchell Theatres, and any other persons or entities involved in, but not limited to, the participation, operation, management, and promotion of the contest, from any delays or complications occurring with the legal transference of the land from Taos Land & Film Company to the prize winner. Reasons for delay may include, and are not limited to: personal injury, death, natural and/or human-caused disasters, and governmental operations affecting all persons and entities involved with, but not limited to, the, participation, promotion, operation, and management of the contest.
- 14. Taos Land & Film Company asserts that, to the best of the entity's knowledge, the title to the property is clear of liens and other warrants, and is held by the entity. Taos Land & Film Company also asserts that the approximate retail value of the land

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is \$15,000 - \$20,000. Such valuations are subject to market conditions. Taos Land & Film company and all other persons and/or entities involved with, but not limited to, the participation, promotion, operation, and management of the contest are not responsible for fluctuations in the approximate land value effected by, but not limited to, market conditions, natural and/or human-caused disasters, or governmental operations.

- 15. Taos Land & Film Company shall be responsible for costs associated with the transference of the property title to the contest winner, with the exception of costs mentioned in the terms and conditions that the ticket holder agrees to be responsible for as a condition of participation in the contest. Such costs that may be paid for by Taos Land & Film Company include, but are not limited to, filing fees, closing fees, and document fees.
- 16. Contest winner is solely responsible for any taxes, legal fees, and other costs of land ownership that may occur after taking possession of the land upon receipt of the title. Contest winner is advised to consult with an attorney or tax professional prior to submitting a prize claim. Contest winner is solely responsible for any costs associated with the consultation of an attorney or other professional.
- 17. Contest participants reserve the right to withdraw from contest participation at any time, and for any reason. Purchase of a Ghost Phone ticket from a participating location does not compel the ticket holder to participate in the contest. All contest participants, however, shall be governed by the contest terms and conditions specified herein as a condition of contest participation.
- 18. Taos Land & Film Company reserves the right to change the contest terms and conditions at any time and/or for any reason.