

TIMES SQUARE HOLIDAY HUNT INSTAGRAM AND TWITTER SWEEPSTAKES
OFFICIAL RULES (“Official Rules”)

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

1. Eligibility

Holiday Hunt (the “Sweepstakes”) is open to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees, officers and directors (including immediate family members (spouse, child, sibling, parent and their respective spouses, regardless of where they reside) and members of the same household, whether or not related) of Times Square District Management Association, Inc. d/b/a Times Square Alliance (the “Sponsor”) and together with Sponsor, the “Contest Entities”, and each of their respective parents, affiliated companies, subsidiaries, licensees, distributors, dealers, retailers, printers and advertising and promotion agencies, and any and all other companies associated with the Sweepstakes are not eligible to participate or win a prize.

2. Sponsor

The Sweepstakes is sponsored by Times Square Alliance, located at 1560 Broadway Suite 1001, New York, New York 10036.

3. Agreement to Official Rules

Participation in the Sweepstakes constitutes Entrant’s full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

4. Sweepstakes Period

The Sweepstakes begins on December 18th, 2020 at 2:00PM EST and ends on January 10th, 2021 at 11:55PM EST (the “Sweepstakes Period”). Entries that are submitted before or after the Sweepstakes Period will be disqualified.

5. How to Enter

During the Sweepstakes Period, all entries must be uploaded through either the Instagram application or the Twitter application. Limit one (1) entry per Holiday Hunt clue, up to 22 entries per person, per Instagram account or Twitter account, and per household, regardless of method of entry. Multiple entries received from any person, Instagram or Twitter account or household in excess of the stated limitation will be void.

During the Sweepstakes Period, take an original photo (the “Photo”) of a Holiday Hunt New Yorker OR a Holiday Hunt clue location. List of Holiday Hunt New Yorker location clues can be found at www.TSQ.org/HolidayHunt. Edit the Photo, including (i) using the hashtag **#HolidayHunt** and (ii) **@TimesSquareNYC** in the Instagram or Twitter caption.

The Photo may not contain any content that:

(1) is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; or profane; promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing);

(2) promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message

(3) is obscene or offensive; endorses any form of hate or hate group; appears to duplicate any other submitted Submission;

(4) contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;

(5) contains copyrighted materials owned by others or any trademarks, names or logos owned by others; or

(6) violates any law.

By submitting your completed Photo as directed, you will receive one (1) entry in the Sweepstakes. Entrants must fully comply with all Sweepstakes requirements to be eligible. Incomplete entries are void.

6. Publication and Assignment of Rights to Submissions:

By participating in the Sweepstakes and submitting an entry, each Entrant agrees to (i) be bound by these Official Rules, including all entry requirements, and (ii) waive any and all claims against the Sponsor, the other Sweepstakes Entities and each of their respective parents, affiliated companies, subsidiaries, licensees, distributors, dealers, retailers, printers, representatives and advertising and promotion agencies, and any and all other companies associated with the Sweepstakes, and all of their respective officers, directors, employees, agents and representatives (collectively, "Released Parties") for any injury, damage or loss that may occur, directly or indirectly, in whole or in part, from the participation in the Sweepstakes or from the receipt or use of any Prize.

By entering the Sweepstakes, each Entrant agrees that Entrant's submission is an original work of authorship and Entrant owns all right, title and interest in the entry as of the date of submission. Entries cannot defame or invade the publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or property rights or any other third party rights. If the entry contains any material or elements that are not owned by the Entrant and/or which are subject to the rights of third parties, the Entrant is responsible for obtaining and has obtained, prior to submission of the entry, any and all releases and consents necessary to permit the use and exhibition of the entry by Sponsor and the other Sweepstakes Entities in the manner set forth in these Official Rules, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the entry. If any identifiable person appearing in the entry is under the age of majority in his/her state of residence, the parent or legal guardian is required to provide permission. Sponsor reserves the right to require proof of these permissions in a form acceptable to Sponsor from any Entrant at

any time. Sponsor reserves the right to disqualify any entry it deems to be offensive, inappropriate, not in keeping with Sponsor's image or that is otherwise not in compliance with these Official Rules, in its sole discretion. By entering the Sweepstakes, Entrants agree to assign all right, title, and interest, including copyright rights, in the entry to Sponsor and grant permission for Sponsor, the other Sweepstakes Entities and their respective designees to publish or publicize all or part of their entry, including but not limited to Entrant's name, likeness and Photo, in whole or in part, for advertising, promotional and trade or other purposes in conjunction with this and similar promotions in any and all media now known or hereafter developed, worldwide in perpetuity, without notice or permission and without further compensation, except where prohibited by law.

7. Prizes: Five (5) Prizes are available to be awarded.

Each Winner will receive a Gift Card to any business within the Times Square Alliance's district boundaries of the Winner's choice (the "Prize") worth the retail value of \$50.00. Gift Card choice is subject to availability. The Winner is fully responsible for any and all applicable federal, state, and local taxes (including income and withholding taxes). All costs and expenses associated with Prize acceptance and use not specified herein as being provided are the sole responsibility of the Winner. All prize details are at Sponsor's sole discretion. The Prize is non-endorsable, non-refundable, non-transferable and non-assignable, with no cash redemptions or substitutions except at Sponsor's sole and absolute discretion. Sponsor reserves the right to substitute a prize (or portion thereof) with one of comparable or greater value, at its sole and absolute discretion.

8. Winner Selection and Notification.

Winner Selection: There will be five (5) winners. Winners will be determined by random drawing conducted by Sponsor on or about 1/12/2021 from all eligible Entries. All decisions of Sponsor are final and binding. All Entries are subject to verification, confirmation and compliance with the Official Rules. Odds of winning depend upon the number of eligible Entries received. Limit: one (1) winner per person, per Instagram account or Twitter account, and per household.

Winner Notification: Sponsor will attempt to notify each potential winner ("Potential Winner") via direct message on or about 1/13/2021. Potential Winner must respond within two (2) days of notification attempt. Failure to respond to notification as directed within the stated time will result in forfeiture of Prize. Prize will be delivered to Winner via e-mail.

9. General Terms and Limitations of Liability and Releases.

Released Parties are not responsible for stolen, late, incomplete, illegible, misdirected, lost, damaged, garbled, delayed, undelivered, inaccurate, postage-due or garbled entries, Photos, e-mail or mail. Entries generated by a script, macro or other mechanical or automated means or by any means which subvert the entry process will be disqualified. Released Parties are not responsible for lost, interrupted or unavailable network, server, Internet Service Provider (ISP),

website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the Prize or in any Sweepstakes-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for injury or damage to Entrants' or to any other person's computer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the website.

The Sweepstakes is designed to increase consumer awareness of and interest in the Times Square Alliance. This Sweepstakes may not be used for any form of gambling. In the event that the Sweepstakes is challenged by any legal or regulatory authority, Sponsor reserves the right to discontinue or modify the Sweepstakes, or to disqualify Entrants residing in the affected geographic areas. In such an event, Released Parties shall have no liability to any Entrants who are disqualified due to such an action.

Persons who tamper with or abuse any aspect of the Sweepstakes or website or attempt to undermine the legitimate operation of the Sweepstakes by cheating, deception or other unfair playing practices, or intend to annoy, abuse, threaten or harass any other Entrant or Sponsor's representatives or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. Any attempt to deliberately damage the content or operation of this Sweepstakes is unlawful and subject to legal action by the Sponsor, the other Sweepstakes Entities and/or their respective agents. Sponsor and the other Sweepstakes Entities shall have the sole right to disqualify any Entrant for violation of these Official Rules or any applicable laws relating to the Sweepstakes, and to resolve all disputes in their sole discretion. Released Parties (i) make no warranty, guarantee or representation of any kind concerning any Prize, and (ii) disclaim any implied warranty. All disputes will be resolved under applicable U.S. laws in the County of New York, state of New York without giving effect to choice of law or conflicted law principles (whether of the state of New York, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state of New York. Sponsor's failure to enforce any terms of these Official Rules shall not constitute a waiver of that provision. The Sponsor and the other Sweepstakes Entities, as applicable, reserve the right, in their sole discretion, to cancel or suspend the Sweepstakes for any reason, including should virus, bugs, unauthorized human intervention, or other causes corrupt the administration, security, fairness, integrity or proper operation of the Sweepstakes. In the event of cancellation, Sponsor may elect to identify the Winner and award the Prize from among all nonsuspect, eligible entries received up to the time of such cancellation.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THIS Sweepstakes IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY SUCH ENTRANT AND SPONSOR AND THE OTHER Sweepstakes ENTITIES RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW.

In case of multiple entries exceeding the stated limitation received from the same person, Instagram/Twitter account or household, only the first entry received from each person, Instagram/Twitter account or household will be considered. Sponsor reserves the right to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes

This Holiday Hunt Sweepstakes is not sponsored, endorsed or administered by, or associated with Instagram, Facebook, or Twitter.