

## TASTE OF TIMES SQUARE INSTAGRAM PHOTO CONTEST

### OFFICIAL RULES (“Official Rules”)

#### **NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

The object of the Taste of Times Square Instagram Photo Contest is to submit an original photograph edited in the Instagram application as described below. Times Square Alliance staff members will judge all eligible entries received based on criteria set forth in the Judging section below.

All photos must be uploaded through the Instagram application using the **#TasteTSq** hashtag.

**ELIGIBILITY:** Taste of Times Square Instagram Contest (the "Contest") is open to legal residents of the fifty (50) United States and the District of Columbia who are of legal age of majority in the jurisdiction in which they reside (and at least 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 (“TSA” or the “Sponsor”) and collectively, “Participating Restaurants” 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 Contest are not eligible to participate or win a prize. The Contest is subject to all applicable federal, state and local laws, rules and regulations. Void outside the fifty (50) United States and the District of Columbia and where prohibited or restricted by law, rule or regulation.

**HOW TO ENTER:** The Contest begins at 5:01 P.M. Eastern Time on June 4th, 2018 and ends at 11:59 Eastern Time on June 5th, 2016 (the “Entry Period”). During the Entry Period, all entries must be uploaded through the Instagram application. No other method of entry will be accepted. Limit one (1) entry per person, per Instagram account and per household, regardless of method of entry. Multiple entries received from any person, Instagram account or household in excess of the stated limitation will be void.

During the Entry Period, take an original photo (the “Photo”) of a dish or combination of dishes from participating Taste of Times Square restaurants with one of the mini flags provided at the event included in the shot. List of Participating restaurants can be found at the Times Square Alliance website here: <http://www.timessquarenyc.org/events/taste-of-times-square/participating-restaurants/index.aspx>. Edit the Photo, including (i) using the hashtag **#TasteTSq**, in the Instagram photo caption and upload the Photo using the Instagram application.

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 Contest. Entrants must fully comply with all Contest requirements to be eligible. Incomplete entries are void.

**JUDGING:** A panel of TSA judges will judge all eligible entries received. Eligible entries will be judged on the following basis: (i) 50% quality and (ii) 50% originality/creativity. On or about June 10<sup>th</sup>, 2016, the Entrant who submitted the entry with the highest score based on this criteria, as determined by the judges in their sole discretion, will be the potential winner (the "Winner"), subject to verification of eligibility and compliance with the terms of these Official Rules. In the event of a tie, an additional, tie-breaking judging will determine the Winner from among such tied entries based on creativity. Sponsor reserves the right to not award the prize if, in its sole discretion, it does not receive a sufficient number of eligible and qualified entries. The decisions of Sponsor are final and binding on all matters relating to this Contest. Odds of winning depend on the total number of eligible entries received.

**PUBLICATION AND ASSIGNMENT OF RIGHTS TO SUBMISSIONS:** By entering the Contest, each Entrant agrees that his or her submission is an original work of authorship and he or she 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 Contest 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 Contest, Entrants agree to assign all right, title, and interest, including copyright rights, in the entry to Sponsor and grant permission for Sponsor, the other Contest 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.

**PRIZES: One (1) Prize Is Available To Be Awarded.** The Winner will receive Gift Cards to participating Taste of Times Square restaurants (the "Prize") worth the retail value of \$200.00 and his/or her photo will be featured in the following upcoming Times Square Alliance electronic newsletter with winner's photo credit. 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.

**NOTIFICATION:** The potential Winner will be notified via the Instagram application, e-mail, mail and/or telephone (in the sole discretion of Sponsor) by the Sponsor on or about June 11<sup>th</sup>, 2018. In the event that any potential Winner does not respond to any such notification within three (3) days of date of issuance, a disqualification will result, Prize will be forfeited and, at Sponsor's sole discretion and time permitting, an alternate potential Winner may be chosen from among all remaining eligible entries. The potential Winner may be required to submit his/her valid social security number (if applicable) and/or other identification to Sponsor and will be required to execute, have notarized and return an Affidavit of Eligibility and Release of Liability and, unless prohibited by law, Release of Publicity, within five (5) days of date of issuance. A disqualification will result, prize will be forfeited and, at Sponsor's sole discretion and time permitting, an alternate potential Winner may be randomly selected from among all remaining eligible entries if all required documents are not properly executed and returned within the specified period of time. Refusal or return of such documents as non-deliverable or potential Winner's noncompliance with these Official Rules will also result in disqualification and prize forfeiture and, at Sponsor's sole discretion and time permitting, may cause an alternate potential Winner to be selected from among all remaining eligible entries.

**WAIVER OF LIABILITY/PUBLICITY RELEASE:** By participating in the Contest 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 Contest 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 Contest, 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 Contest or from the receipt or use of any Prize.

The Winner, by acceptance of Prize, grants to Sponsor, the other Contest Entities and each of their respective designees the right to publicize such Winner's name, address (city and state of residence), photograph, voice and/or other likeness and prize information in any and all media now known or hereafter devised, throughout the world,

in perpetuity, without additional compensation or consideration, notification or permission, unless prohibited by law.

**GENERAL CONDITIONS:** 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 Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of entries, the announcement of the Prize or in any Contest-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 Contest. 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 Contest or downloading materials from or use of the website.

The Contest is a skill contest designed to increase consumer awareness of and interest in the Times Square Alliance. This Contest may not be used for any form of gambling. In the event that the Contest is challenged by any legal or regulatory authority, Sponsor reserves the right to discontinue or modify the Contest, or to disqualify Entrants residing in the affected geographic areas. In such 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 Contest or website or attempt to undermine the legitimate operation of the Contest 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 Contest is unlawful and subject to legal action by the Sponsor, the other Contest Entities and/or their respective agents. Sponsor and the other Contest Entities shall have the sole right to disqualify any Entrant for violation of these Official Rules or any applicable laws relating to the Contest, and to resolve all disputes in their sole discretion. Released Parties (i) make no warranty, guaranty 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 Contest Entities, as applicable, reserve the right, in their sole discretion, to cancel or suspend the Contest for any reason, including should virus, bugs,

unauthorized human intervention, or other causes corrupt the administration, security, fairness, integrity or proper operation of the Contest. In the event of cancellation, Sponsor may elect to identify the Winner and award the Prize from among all non-suspect, 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 CONTEST 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 CONTEST 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 received from the same person, Instagram account or household, only the first entry received from such person, Instagram 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 Contest.

**WINNERS:** For the name of the Winner (available after June 11<sup>th</sup>, 2018), mail a self-addressed stamped envelope to: Times Square Alliance, 1560 Broadway, Ste 800 New York, NY 10036 Attn: Taste of Times Square Instagram Photo Contest. Winner's name requests must be received by July 31st, 2018.

**SPONSOR:** This Contest is sponsored by the Times Square District Management Association, Inc. D/B/A Times Square Alliance, 1560 Broadway, Ste 1001, New York, NY 10036.