

# LOWER MANHATTAN EXPLORER IN CHIEF SWEEPSTAKES

## Official Rules

### NO PURCHASE IS NECESSARY TO ENTER OR WIN

- 1. SWEEPSTAKES ENTRY START/END DATES:** The Lower Manhattan Explorer In Chief Staycation Sweepstakes ("Sweepstakes") is sponsored by the Alliance for Downtown New York, Inc. (the "Downtown Alliance" or "Sponsor"). The Sweepstakes begins at 12:00:00 am (midnight) Eastern Time on Thursday, May 6, 2021 and ends at 11:59:59 pm Eastern Time on Tuesday, May 11, 2021 ("Sweepstakes Period").
- 2. ELIGIBILITY:** The Sweepstakes is open to legal residents age 18 and older of the United States, its territories and possessions. Entrants must have either a valid social security number or a valid U.S. personal tax identification to participate. Employees, officers and directors of the Downtown Alliance, Mint House, Inc. and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees, officers and directors are not eligible to enter. The Sweepstakes is governed by the laws of the State of New York, U.S.A. The Sweepstakes is void where prohibited by law. All federal, state and local laws and regulations apply.
- 3. HOW TO ENTER:** During the Sweepstakes Period, go to Instagram and follow all three (3) of the following Instagram accounts: @joshkatz, @staymint and @downtownnyc; then tag two (2) friends on the @downtownnyc account in order for your Instagram handle to be submitted to the Sweepstakes.

You must have an Instagram account to enter; Instagram is free to join. One entry per Instagram account; multiple entrants are not permitted to share the same Instagram account. Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process. Only fully completed entries are eligible. The Downtown Alliance is the sole authority for this Sweepstakes.

- 4. PRIZE:** One (1) winner will receive the following grand prize (the "Prize"): one (1) double occupancy hotel room for two (2) nights at Mint House at 70 Pine Street in Lower Manhattan, subject to availability (Approximate Retail Value ("ARV"): \$500); plus a selection of other Prizes to accompany winner's stay in Lower Manhattan, as curated by Josh Katz, the Explorer In Chief.

The Prize is subject to applicable terms and conditions. The total Approximate Retail Value of the Prize is up to \$1,200. The Prize is non-transferable. No substitutions or cash redemptions. In the case of unavailability of any Prize item, Sponsor reserves the right to substitute such Prize item with a Prize item of equal or greater value. The Prize is awarded "as is" with no warranty or guarantee, either express or implied.

**Prize Details:** Federal, state and local taxes, travel, meals, gratuities, room upgrades, and any other costs and expenses not specifically listed herein are the responsibility of Prize winner. Accommodations are subject to availability; certain restrictions and blackout dates may apply. Winner will be required to provide a valid credit card to Mint House to cover incidental expenses, which are not included. Prize winner must use the Mint House Prize by December 31, 2021 and must use any other Prize by the applicable date listed on any such Prize vouchers or any such voucher will expire and be forfeited. Sponsor will not replace any unused, lost, mutilated, expired or stolen vouchers and/or gift cards, if applicable.

- 5. WINNER NOTIFICATION:** On or about Wednesday, May 12, 2021, a potential Sweepstakes winner will be selected by Sponsor in a random drawing. The potential winner will be notified via Instagram Direct soon thereafter. A potential winner must respond to Sponsor's notification within five (5) business days after the date of notification. A potential winner's failure to respond to the Prize notification within the specified five (5) business days will be considered such potential winner's

forfeiture of the Prize and an alternate winner may be selected from the pool of eligible entries. If an entrant is found to be ineligible, an alternate winner may also be selected from the pool of eligible entries. After initial contact has been made, subsequent communication may take place via e-mail or telephone. A potential winner may be required to sign and return, where legal, a Statement of Eligibility, Liability/Publicity Release and Payment Authorization within seven (7) calendar days of receipt. If such document is not returned within the specified time period, the Prize notification is returned as undeliverable, or a potential winner is not in compliance with these Official Rules, that potential winner's Prize will be forfeited and an alternate winner will be selected. Upon Prize forfeiture, no compensation will be given. In the event of a dispute as to the identity of any potential winner, Sponsor reserves the right in its sole discretion to select another winner and the unidentifiable potential winner will forfeit all rights to the Prize.

- 6. PRIZE SELECTION ODDS:** Odds of winning depend on the number of eligible entries received for the drawing. Subject to verification of eligibility and compliance with these Official Rules, the winning entry chosen as determined by Sponsor, will be deemed the potential Prize winner.
- 7. GENERAL CONDITIONS:** By participating, each entrant agrees: (a) to abide by these Official Rules and decisions of Sponsor, which shall be final and binding in all respects relating to this Sweepstakes; and (b) to the use of his/her name, voice, performance, photograph/video, image and/or likeness for editorial, administrative, programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor and its designees, without compensation (unless prohibited by law) or additional consents from entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so. Participation in the Sweepstakes and acceptance of Prize constitutes winner's permission for Sponsor to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information, and/or any statements made by winner regarding the Sweepstakes or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. By participating, entrant also agrees not to release any publicity or other materials on their own or through someone else regarding their participation in the Sweepstakes without the prior consent of Sponsor, which it may withhold in its sole discretion. Entrants who do not comply with these Official Rules, or attempt to interfere with this Sweepstakes in any way shall be disqualified. Sponsor is not responsible if Sweepstakes cannot take place or if any Prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism.
- 8. LIABILITY:** BY PARTICIPATING, ENTRANTS AND THE WINNER AGREE TO RELEASE AND HOLD HARMLESS SPONSOR, ALLIANCE FOR DOWNTOWN NEW YORK INC., FROM ANY AND ALL LIABILITY, FOR LOSS, HARM, DAMAGE, INJURY, COST OR EXPENSE WHATSOEVER INCLUDING WITHOUT LIMITATION, PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH WHICH MAY OCCUR IN CONNECTION WITH, PREPARATION FOR, TRAVEL TO, OR PARTICIPATION IN SWEEPSTAKES, OR POSSESSION, ACCEPTANCE AND/OR USE OR MISUSE OF PRIZE OR PARTICIPATION IN ANY SWEEPSTAKES-RELATED ACTIVITY AND FOR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, INVASION OF PRIVACY, COPYRIGHT INFRINGEMENT, TRADEMARK INFRINGEMENT OR ANY OTHER INTELLECTUAL PROPERTY-RELATED CAUSE OF ACTION. THE FOREGOING LIABILITIES ARE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
- 9. RULES AND PRIVACY:** By participating, you acknowledge and agree to be bound by these Official Rules, by Sponsor's Privacy Policy at <https://www.downtownny.com/privacy-policy-terms-of-use>, and any other relevant rules, policies or regulations.
- 10. SPONSOR:** Alliance for Downtown New York, Inc., 120 Broadway, Suite 3340, New York, NY 10271.