



Alliance for Downtown New York, Inc.
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DO YOU. DOWNTOWN. SWEEPSTAKES

Official Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN

1. SWEEPSTAKES ENTRY START/END DATES: The Do You. Downtown. 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 Tuesday, February 22, 2022 and ends at 11:59:59 pm Eastern Time on Tuesday, March 15, 2022 (“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; The Beekman, A Thompson Hotel; One World Observatory; Crown Shy; and Kirshenbaum Bond Senecal + Partners LLC d/b/a Forsman & Bodenfors; 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, open and use the Downtown Alliance Instagram filter to place iconic Lower Manhattan landmarks in your own hometown, and tag your submission with @downtownnyc in order for your image to be submitted to the Sweepstakes.

You must have an Instagram account to enter; Instagram is free to join. No more than five (5) entries 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 be selected on or about March 17, 2022 and receive the following grand prize items (the “Prize”): one (1) double occupancy hotel room for two (2) nights at The Beekman, a Thompson Hotel in Lower Manhattan, subject to availability (Approximate Retail Value (“ARV”): \$800); qualifying travel-related expenses to New York City for two (2) travelers up to \$500; dinner for two (2) persons at Crown Shy in the form of a gift card (ARV: \$300); and two (2) all-inclusive tickets to One World Observatory at One World Trade Center, subject to availability (ARV:\$126).

The Prize is subject to applicable terms and conditions. The total Approximate Retail Value of the Prize is up to \$1,700. 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, meals (other than the dinner purchased with the Crown Shy gift card), gratuities, room upgrades, travel upgrades, or any other expenses not specifically listed herein are the responsibility of Prize winner. Accommodations and travel, if applicable, subject to availability; certain restrictions and blackout dates apply. Winner will be required to provide a valid credit card to the hotel to cover incidental expenses, which are not included.

Prize winner must use this Prize package by March 31, 2023, or some Prize items will expire and be forfeited. Sponsor is not liable for delays, cancellation or unforeseen events related to flights or accommodations. Prize winner and travel companion will be solely responsible for obtaining valid identification relating to acceptance and use of the travel Prize package, if applicable. Travel companion must be of the age of majority unless the Prize winner is travel companion's parent or legal guardian. Sponsor will not replace any unused, lost, mutilated, expired or stolen tickets, vouchers, gift cards and/or certificates, if applicable. Prize winner will not receive the difference between actual and approximate retail value. The winner agrees to furnish Sponsor with and/or execute any additional documents requested by Sponsor in connection with the awarding of the Prize.

- 5. WINNER NOTIFICATION:** On or about March 17, 2022, 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. Sponsor reserves the right in its sole discretion to disqualify any submission that (i) advocates or promotes unlawful activities, (ii) is prurient, sexual or pornographic in nature, (iii) endorses any political campaign on behalf of (or in opposition to) any candidate for elective public office or is religious in nature or (iv) contains messaging that is discriminatory, derogatory or offensive to particular individuals or groups.
- 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. **This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Instagram.**

- 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.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. The parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to the County of New York in the State of New York. The parties agree not to raise the defense of forum non conveniens.

- 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.