

WINTER GLOW 2023

#CONTROLNOCONTROLNYC Giveaway

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

1. Eligibility: This contest is open only to those who are 18 years of age or older as of the date of entry. The contest is only open to legal residents of New York, New Jersey and Connecticut (The Tri-State Area), and is void where prohibited by law. Staff of The Flatiron NoMad Partnership (“The Partnership”), including all including full & part-time Partnership staff, contracted vendors, or board members, (collectively “The Partnership Team”), and immediate family members and/or those living in the same household of “The Partnership Team” are not eligible to participate in the Contest. The Contest is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

2. Agreement to Rules: By participating, the Contestant (“You”) agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. You understand and agree that you are signing up to receive electronic communications via email from The Partnership and may unsubscribe at any time. In addition, You agree to accept the decisions of The Partnership as final and binding as it relates to the content of this Contest.

3. Contest Period: Entries will be accepted via Instagram starting Thursday, November 30, 2023 thru January 1, 2024.

4. How to Enter: The Contest must be entered by taking a photo of the CONTROL NO CONTROL art installation on the Flatiron North Plaza, posting to Instagram by tagging the @FlatironNY Instagram account and using the hashtag #CONTROLNOCONTROLNYC in the

post. The entry must fulfill all Contest requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of The Partnership. You may enter only once. You must provide the information requested. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of The Partnership.

5. Prizes: A total of 1 winner will receive a gift card or prize up to \$100 in value. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by The Partnership. No cash or other prize substitution shall be permitted except at The Partnership's discretion. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for The Partnership to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

6. Odds: The odds of winning depend on the number of eligible entries received.

7. Winner Selection and Notification: Winner will be selected by a random drawing under the supervision of The Partnership. Winner will be notified by email within five (5) days following selection of Winner. The Partnership shall have no liability for Winner's failure to receive notices due to spam, junk e-mail or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within 30 days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner may be selected. Receipt by Winner of the prize offered in this Contest

is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT THE PARTNERSHIP'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CONTEST, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

8. Terms & Conditions: The Partnership reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest should virus, bug, non-authorized human intervention, fraud, or other cause beyond The Partnership's control corrupt or affect the administration, security, fairness, or proper conduct of the Contest. In such case, The Partnership may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by The Partnership. The Partnership reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Contest or website or violates these Terms & Conditions. The Partnership has the right, in its sole discretion, to maintain the integrity of the Contest, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Contest rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws. Should such attempt be made, The Partnership reserves the right to seek damages to the fullest extent permitted by law.

9. Limitation of Liability: By entering, You agree to release and hold harmless The Partnership and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Contest and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any

computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

10. Disputes: THIS CONTEST IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND NEW YORK STATE, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Contest, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in New York State having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Contest). Participant further waives all rights to have damages multiplied or increased.

13. Winners List: To obtain a copy of the Winner's name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: The Flatiron NoMad Partnership, 230 Fifth Avenue Suite 1511, New York, New York 10001. Requests must be received no later than February 1, 2024 at 11:59 pm EST.

14. Sponsor: The Sponsor of the Contest is The Flatiron NoMad Partnership, 230 Fifth Avenue Suite 1511, New York, New York 10001.