

# Winter Glow 2023

## Instagram Contest

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

1. Eligibility: This Campaign is open only to those who are 18 years of age or older as of the date of entry. The Campaign 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/23rd Street Partnership Business Improvement District dba Flatiron NoMad Partnership (“The Partnership”), including all 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 Campaign. The Campaign 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 Campaign.

3. Campaign Period: A total of three weekly giveaways will occur starting Monday, December 4th through Monday, December 18th. For each weekly giveaway, entries will be accepted from the time of posting on each Monday during the time period and ending on the corresponding Friday at 12 pm EST. All online entries each week must be received by Friday at 12 pm EST.

4. How to Enter: The Campaign must be entered by following the @FlatironNY Instagram account and posting one comment from a public or private Instagram account tagging one other account on the giveaway announcement Instagram posts. For an alternate method of entry, you may email the Flatiron NoMad Partnership at [info@flatironnomad.nyc](mailto:info@flatironnomad.nyc) using the subject line “@FlatironNY Winter Glow Contest”. The entry must fulfill all Campaign 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. **Only 1 entry per person allowed for each weekly contest (1 tag/email)**. 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 per weekly giveaway will receive a digital gift card or prize of up to \$300 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 Instagram Direct Message and/or email within five (5) days following the selection of the 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 Campaign 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 CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

8. Rights Granted by You: By entering this content (e.g., photo, video, text, etc.), You understand and agree that The Partnership, anyone acting on behalf of The Partnership, and The Partnership's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes. without any further compensation, notice, review, or consent.

9. Terms & Conditions: The Partnership reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign 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 Campaign. 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 Campaign or website or violates these Terms & Conditions. The Partnership has the right, in its sole

discretion, to maintain the integrity of the Campaign, 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 Campaign 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 Campaign 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.

10. 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 Campaign 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.

11. Disputes: THIS Campaign 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 Campaign, 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 Campaign, 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 Campaign). 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 December 22, 2023 at 11:59 pm EST.

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

15. **Social Media:** The Campaign hosted by The Partnership is in no way sponsored, endorsed, administered by, or associated with Facebook, Instagram or Twitter.