



Downtown Spokane Partnership

Instagram Giveaway Official Rules and Regulations

Official Rules and Regulations for Giveaways

1. **Who Can Enter.** The Downtown Spokane Partnership Instagram Giveaway is open to any person who is 13 years of age and older at time of entry, who follows @DowntownSpokane via Instagram, and who is either a United States of American citizen, permanent resident of United States of America, residing in United States of America, on the Giveaway Closing Date. Void in whole or in part where prohibited by law. Downtown Spokane Partnership individuals associated with the Giveaway, including Downtown Spokane Partnership's employees, directors, officers, agents, representatives, promotional and marketing agencies, and any member of the immediate families of any of the foregoing and other individuals with whom any of the foregoing are domiciles, are not eligible to participate in the Giveaway.
2. **Giveaway Period.** The Giveaway will vary depending on the nature of the prize and will not exceed a period of two weeks. Once the Giveaway has been closed, an image will go out informing @DowntownSpokane followers that the Giveaway is closed and the winner(s) must direct message @DowntownSpokane their mailing address and phone number.
3. **How to Enter.** No purchase necessary. To enter the Giveaway, a @DowntownSpokane follower must complete a "Giveaway Entry" by Insragramming a prize-specific hash-tag to @DowntownSpokane. A fully and correctly completed entry post received by Downtown Spokane Partnership within the Giveaway Period will generate a valid Giveaway Entry. A post that is incomplete, illegible, damaged or irregular, or that contains false or offensive information, as determined by Instagram and Downtown Spokane Partnership will not generate a valid Giveaway Entry.
4. **Prizes.** Prizes will vary in nature and number. Any costs associated with the Prize are the responsibility of the winner. Downtown Spokane Partnership. will not be responsible or liable for any possible damages or injuries that may occur as a result of the use of a Prize. To be declared a winner, the selected entrant will be required to direct message @DowntownSpokane with their mailing address and phone number. Once received, the person(s) in charge of the Giveaway at Downtown Spokane Partnership must call the winner to confirm their mailing address and/or arrange for the prize to be picked-up.
Odds of winning will depend on the number of eligible participants who enter the Giveaway, and the number of Giveaway Entries submitted during the Giveaway Period. Entries will not be eligible if not entered in accordance with these Giveaway Rules above or if not entered during the Giveaway Period.
5. **Prize Conditions.** The following other conditions apply to the Prizes:
 - a. Prize must be accepted as awarded. No substitutions, alterations, cash equivalents or redemptions will be made.
 - b. Where applicable, a Giveaway winner is responsible for all taxes, surcharges and fees associated with receipt or use of the Prize. Any charges and/or expenses not specifically mentioned as included in the Prize are the responsibility of the winner.
 - c. Downtown Spokane Partnership does not assume any liability for lost, damaged or misdirected Entries or Prize.
 - d. Other restrictions may apply.
6. **Giveaway Draw Dates.** (1) Prizes vary in value and number (2) Giveaway Entries will be drawn from among eligible entries correctly tagging @DowntownSpokane with the prize specific hash-tag during the promotion period. In accordance with these Official Rules and under direct supervision of the judges, whose decisions regarding this Giveaway are final in all respects.

7. How to Win. Eligible individuals who tag @DowntownSpokane via Instagram use the prize specific has-tag will receive entry into the drawing. Once winner(s) have been drawn, @DowntownSpokane will send out an image asking the winners to direct message @DowntownSpokane with their mailing address and phone number. At Downtown Spokane Partnership's sole discretion, from the information provided by that selected entrant in his or her Giveaway registration, as evidenced by a verbal confirmation or return e-mail from the selected entrant. The selected entrant must provide his/her address so that Downtown Spokane Partnership can arrange to send the prize by mail or contact the winner by phone.

In addition to the foregoing, in order to claim a Prize, the selected entrant must be 13 years of age and older on the day that he/she participated in the #FreePassFriday Giveaway. If a selected entrant of a Prize is under 13 years of age, the Prize will be awarded to the parent or legal guardian of such person, who must accept the Prize on the individual's behalf. Downtown Spokane Partnership reserves the right to verify the age of any selected entrant.

Should a selected entrant not be reached by the Contact Date, for any reason, including, but not limited to, the fact that a selected entrant did not provide a functioning e-mail address or valid telephone number, or does not meet all of the Giveaway conditions, the Prize shall be automatically forfeited by that selected entrant. In such event, the prize will then be award to the next drawn entrant.

8. By entering the Giveaway, the Giveaway winner consents to the use of his or her name, city of residence, voice, photograph, video, statements and/or likeness, without additional compensation or permission, except where prohibited by law, in any publicity or advertising in any medium throughout the world in perpetuity carried by or on behalf of Downtown Spokane Partnership, its agencies and affiliates.
9. If a selected entrant or declared winner is not in compliance with these Giveaway Rules, or is found ineligible, the Prize will be forfeited and an alternate entry selected. Putting Edge reserves the right to disqualify such entrant from the Contest.
10. General Rules.

- a. All entries become the property of Downtown Spokane Partnership and none shall be returned.
- b. Any entry that is incomplete, illegible, damaged or irregular, or that contains false information is invalid.
- c. Downtown Spokane Partnership reserves the right, in its sole discretion, to terminate, close, suspend, reinstate or amend in whole or in part, the Giveaway at any time without prior notice for any reason whatsoever.
- d. By entering the Giveaway, each entrant agrees to abide by these Giveaway Rules, which are subject to change without notice to Giveaway entrants individually.
- e. By entering the Giveaway, each entrant automatically releases each of the Releasees (as defined below) and any other person or entity associated in any way with the Giveaway from any and all liability arising in any manner out of the Giveaway, including without limitation, the selection of any Prize winners, the administration of the Giveaway, and the acceptance or the use of any or all of the Prizes as awarded.
- f. All decisions by Downtown Spokane Partnership with respect to all aspects of the Giveaway shall be final and binding. All entrants agree to abide by all of the instructions and decisions of Downtown Spokane Partnership In the event of any dispute regarding the interpretation of these Giveaway Rules or any decision rendered by Downtown Spokane Partnership, the decision or interpretation of Downtown Spokane Partnership shall prevail.
- g. Any attempt to tamper with the entry process, to interfere with the Giveaway or these Giveaway Rules, to deliberately damage any website or to undermine the administration, security or legitimate operation of the Giveaway, may be a violation of criminal and civil laws and Downtown Spokane Partnership reserves the right to seek damages or other relief or both from all persons responsible for such acts to

- the fullest extent permitted by law, which may include banning or disqualifying entrants from this and future Downtown Spokane Partnership Giveaways and Promotions.
- h. The Releasees are not responsible for any technical problems, malfunctions of any telephone lines, computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. The Releasees are not responsible for any liability for damage to any computer system or other electronic device resulting from participation in or accessing or downloading information in connection with this Giveaway.
 - i. Downtown Spokane Partnership does not assume responsibility of any nature whatsoever in all cases where the inability to hold the Giveaway results from any event beyond the reasonable control of Downtown Spokane Partnership, including without limitation, any Act of God, any strike, lock-out or other labor conflict, war, act of terror, unavailability of any website, or should a virus, worm, bug or other cause beyond the reasonable control of Downtown Spokane Partnership corrupt the security, data integrity, or proper administration of the Giveaway.
 - j. Privacy. By entering this Giveaway, an entrant consents to Downtown Spokane Partnership using the personal information submitted with such entry both for the purpose of administering the Giveaway and for the purposes as described in Downtown Spokane Partnership. Privacy Policy. In addition, by entering this Giveaway, an entrant consents to Putting Edge contacting them during the Giveaway Period to promote the Giveaway and Downtown Spokane Partnership offers.
 - k. No Liability of Releasees. None of Downtown Spokane Partnership, its associates, directors, officers, employees, agents, representatives, successors and assigns (collectively, the "Releasees") are responsible for any negligence, claims, liability, injury up to and including death, property loss or other damage to entrant, winner and/or travelling companion arising from or in connection with the acceptance, redemption or use/misuse of a Prize or participation in this Giveaway. The Prize winner(s) assume all liability for any injury or damage caused, or claimed to be caused, by participation in this Giveaway or use or redemption of the Prize.
 - l. The Releasees shall not be responsible for entries not received or not considered eligible due to incomplete, inaccurate, unclear or indecipherable information, failed or interrupted network connections or other mechanical or technical problems, however caused, (including a busy phone signal). The Releasees shall have no liability for lost, stolen, delayed, damaged or misdirected Giveaway entries, or for any failure, interruption, delay, error or omission of Downtown Spokane Partnership. website, or any other website(s) used during or for the purpose of participating in the Giveaway (the "Website(s)") or features on the Websites during the Giveaway, for any problems related to the Websites or Downtown Spokane Partnership. website, including mechanical or technical malfunction of, or damage to, any telephone network or lines, computer online systems, servers, access providers, computer equipment, software, for failure of any email or Giveaway entry to be received by Putting Edge for any reason, for damage to an entrant's or any other person's computer or other electronic device(s), or for breaches of privacy for any reason beyond the control of the Releasees, including interference by third party computer "hackers".
11. This Giveaway is subject to all applicable federal, provincial and municipal laws and is void outside the United States of America or where prohibited by law.
12. If any provision of these Giveaway Rules or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of these Giveaway Rules, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each provision of these Giveaway Rules shall be valid and enforced to the fullest extent permitted by law and be independent of every other provision of these Giveaway Rules.