

Downtown Spokane Partnership

Instagram Sweepstakes Official Rules and Regulations

Official Rules and Regulations for Sweepstakes

- 1. Promotions are in no way sponsored, endorsed or administered by, or associated with, Instagram.
- 2. Who Can Enter. The Downtown Spokane Partnership Instagram Sweepstakes 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 America, residing in United States of America, on the Sweepstakes Closing Date. Void in whole or in part where prohibited by law. Downtown Spokane Partnership individuals associated with the Sweepstakes, 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 Sweepstakes.
- 3. Sweepstakes Period. The Sweepstakes will vary depending on the nature of the prize and will not exceed a period of two weeks. Once the Sweepstakes has been closed, an image will go out informing @DowntownSpokane followers that the Sweepstakes is closed and the winner(s) must direct message @DowntownSpokane their mailing address and phone number.
- 4. How to Enter. No purchase necessary. To enter the Sweepstakes, a @DowntownSpokane follower must complete a "Sweepstakes Entry" by;
 - a. Instagramming a photo with prize-specific hash-tag to @DowntownSpokane. A fully and correctly completed entry post received by Downtown Spokane Partnership within the Sweepstakes Period will generate a valid Sweepstakes Entry.
 - b. tagging Sweepstakes post with the required hashtag or account tag within specific time frame.
 - A post that is incomplete, illegible, damaged or irregular, or that contains false of offensive information, as determined by Instagram and Downtown Spokane Partnership will not generate a valid Sweepstakes Entry.
 - d. By willfully entering the contest, you represent that you have all necessary rights to grant a license to the Sponsor to publish and re-use your photos and videos for any purpose without compensation and that you hereby grant such license together with the right to use your name.
 - e. Individuals without an Instagram account who wish to enter may enter by emailing the requested photo, video or tag suggestion to info@downtownspokane.org within the specified time frame.
- 5. 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 Sweepstakes 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 Sweepstakes, and the number of Sweepstakes Entries submitted during the Sweepstakes Period. Entries will not be eligible if not entered in accordance with these Sweepstakes Rules above or if not entered during the Sweepstakes Period.
- 6. Prize Conditions. The following other conditions apply to the Prizes:
 - Prize must be accepted as awarded. No substitutions, alterations, cash equivalents or redemptions will be made.

- b. Where applicable, a Sweepstakes 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.
- Downtown Spokane Partnership does not assume any liability for lost, damaged or misdirected Entries
 or Prize.
- d. Other restrictions may apply.
- 7. Sweepstakes Draw Dates. (1) Prizes very in value and number (2) Sweepstakes 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 Sweepstakes are final in all respects.

How to Win. Eligible individuals who entry according the method outlined in the original Sweepstakes post 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 Sweepstakes 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 Sweepstakes. 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 Sweepstakes 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.
- 9. By entering the Sweepstakes, the Sweepstakes 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.
- 10. If a selected entrant or declared winner is not in compliance with these Sweepstakes 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.
- 11. 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 Sweepstakes at any time without prior notice for any reason whatsoever.
 - d. By entering the Sweepstakes, each entrant agrees to abide by these Sweepstakes Rules, which are subject to change without notice to Sweepstakes entrants individually.
 - e. By entering the Sweepstakes, each entrant automatically releases each of the Releasees (as defined below) and any other person or entity associated in any way with the Sweepstakes from any and all liability arising in any manner out of the Sweepstakes, including without limitation, the selection of any Prize winners, the administration of the Sweepstakes, 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 Sweepstakes 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 Sweepstakes

- 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 Sweepstakes or these Sweepstakes Rules, to deliberately damage any website or to undermine the administration, security or legitimate operation of the Sweepstakes, 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 Sweepstakess 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 Sweepstakes.
- i. Downtown Spokane Partnership does not assume responsibility of any nature whatsoever in all cases where the inability to hold the Sweepstakes 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 Sweepstakes.
- j. Privacy. By entering this Sweepstakes, an entrant consents to Downtown Spokane Partnership using the personal information submitted with such entry both for the purpose of administering the Sweepstakes and for the purposes as described in Downtown Spokane Partnership. Privacy Policy. In addition, by entering this Sweepstakes, an entrant consents to Putting Edge contacting them during the Sweepstakes Period to promote the Sweepstakes 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 Sweepstakes. The Prize winner(s) assume all liability for any injury or damage caused, or claimed to be caused, by participation in this Sweepstakes or use or redemption of the Prize.
- I. 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 Sweepstakes 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 Sweepstakes (the "Website(s)") or features on the Websites during the Sweepstakes, 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 Sweepstakes 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".
- 12. This Sweepstakes is subject to all applicable federal, provincial and municipal laws and is void outside the United States of America or where prohibited by law.

13.	If any provision of these Sweepstakes Rules or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of these Sweepstakes 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 Sweepstakes Rules shall be valid and enforced to the fullest extent permitted by law and be independent of every other provision of these Sweepstakes Rules.