Downtown Phoenix Inc.'s "DearDTPHX Photo + Caption Contest"

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. CONTEST IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

Downtown Phoenix Inc., 1 East Washington Street, Suite 230, Phoenix, Arizona 85004, ("Sponsor") is proud to present the "DearDTPHX Photo + Caption Contest" (the "Contest"). As a condition of participating in the Contest, you agree to be fully and unconditionally bound by these Official Rules and the decisions of Sponsor, whose decisions shall be final and binding in all respects, and to waive any right to claim ambiguity in the Contest, these Official Rules, Contest materials, information contained on Sponsor's website, available at dtphx.org (the "Website") and information contained on Sponsor's Facebook, <u>https://www.facebook.com/downtownphoenix</u>, and Instagram, <u>https://instagram.com/downtownphoenix</u>, pages. The Contest is subject to applicable federal, state, and local laws and regulations and is VOID WHERE PROHIBITED OR RESTRICTED BY LAW. Winning and receiving a Prize (as defined in Section 10) is contingent upon fulfilling all requirements set forth herein.

- CONTEST PERIOD: The Contest will begin on Saturday, August 1, 2020 at 12:01 AM Mountain Standard Time ("MST") and end on Monday, August 31, 2020 at 11:59 PM MST (the "Contest Period"). Sponsor's computer system shall be the official timekeeper of this Contest.
- 2. SOCIAL NETWORKING SITES DISCLAIMER: As a condition of participating in the Contest, you agree and acknowledge that Facebook Inc. and Instagram Inc. and any other social networking sites used to promote the Contest as well as their owners, directors, officers, employees, contractors, agents, representatives, parents, subsidiaries, attorneys, insurers, and associated entities (collectively, the "Social Media Group") are not sponsors of the Contest nor do they endorse or administer the Contest, nor are they in any way associated with the Contest. All questions regarding the Contest must be directed to Sponsor, not the Social Media Group. You also agree that as a condition of participating in the Contest, you shall release the Social Media Group from any and all liability arising out of or relating to your entry, creation of an entry or submission of an entry, participation in the Contest, acceptance, use, or misuse of any Prize, or the broadcast, exploitation, or use of an entry.
- **3. ELIGIBILITY:** The Contest is open to legal residents of Maricopa County, Arizona who at the time of participation, are eighteen (18) years of age or older, have a valid public Instagram account, have a valid email address, and at all times abide

by these Official Rules (the "Participant"). If you do not already have an Instagram account, visit <u>http://instagram.com/</u> or download the free Instagram app on your iOS or Android device from the App Store or Google Play, as applicable based upon your device, to create an account; creating an account is free. By submitting your information and creating an account, you will be required to agree to Instagram's Terms of Use and Data Use Policy. If you do not agree to Instagram's terms and privacy policy, you cannot create an account or participate in this Contest. Instagram's accounts are not controlled by and cannot be guaranteed by Sponsor. THE CONTEST IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW. ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS APPLY.

All directors, officers, and employees of Sponsor, and each of its affiliates and partners (Phoenix Community Alliance, Downtown Phoenix Partnership, and Downtown Phoenix Community Development Corporation), and each of their Immediate Family Members (as defined below) and Household Members (as defined below) are not eligible to participate in or win any Prize in the Contest. "Immediate Family Members" shall mean spouse, parents, step-parents, legal guardians, children, step-children, siblings or step-siblings and each of their spouses regardless of where they reside. "Household Members" shall mean those people who share the same residence at least three (3) months a year.

4. HOW TO ENTER: NO PURCHASE OR PAYMENT OF ANY KIND IS REQUIRED TO ENTER. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.

To enter the Contest, the Participant must be following the Sponsor's Instagram account @DowntownPhoenix. Participants also must:

- a. Have a public (not private) Instagram account; and
- b. Be able to receive direct inbox messages from the Sponsor on Instagram.

Once these requirements are satisfied, during the Contest Period, the Participant can upload an original photo ("Photo") and caption (collectively, the "Content") to their Instagram account, including the Contest official hashtag #DearDTPHX and #Contest (collectively the "Official Hashtag"). All Content submissions must be posted to the Participant's public Instagram account within the Contest Period, that is, no later than Monday, August 31, 2020 at 11:59 PM MST.

There is no limit on the amount of Content submissions submitted by each Participant. Only publicly viewable Instagram Content adhering to the submission requirements and containing the appropriate tags will be considered valid entries. Content received outside the Contest Period will not be awarded an entry. The Sponsor is not responsible for: late, incomplete, delayed, undelivered, or misdirected submissions. For purposes of this Contest, an entry is "received" when the Sponsor's servers record the entry information. Proof of submission or upload does not constitute proof of actual receipt of an entry for purposes of this Contest.

All materials submitted, including Content, become the property of Sponsor and will not be returned. In the event of a dispute over the identity of a Participant, the

Participant will be deemed to be the registered account holder of the email address registered with the Instagram account used to submit the entry. The "authorized account holder" is the natural person assigned the email address by the Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address. Sponsor reserves the right to require Participants to show proof of being the authorized account holder. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible.

Illegible entries, including, without limitation, those entries generated by a script, computer programs, macro, programmed, robotic or other automated means, and/or incomplete entries and entries submitted by entrants who do not meet the eligibility requirements (including Content Requirements) are void and may be disqualified. Those who do not follow all of the instructions, provide the required information in their submission, or abide by these Official Rules or other instructions of Sponsor may be disqualified. Sponsor shall not be liable for any problems that occur during the entry process and shall not have any obligation to advise an entrant of an incomplete, invalid or undeliverable submission. Sponsor may run multiple campaigns, contests, sweepstakes or other promotions simultaneously. Participant is responsible for all online charges incurred with any Internet service provider and/or wireless carrier.

- 5. GRANT OF RIGHTS: All Participants of the Contest, hereby irrevocably grant any and all rights for Sponsor to use their name, Instagram username, and Photo (collectively "Name") and user-generated Content for any and all purposes in any and all media channels without limitation, worldwide and without additional compensation, notice or approval from Participant.
- 6. CONTENT REQUIREMENTS: All Content submissions must comply with requirements set forth herein in order to be deemed a valid submission. Any Content submission that is missing any of the requirements will be disqualified from the Contest. The Content submitted must be the Participant's original work. Any Content copied or plagiarized from another source or someone other than the Participant will be disqualified.
 - a. *PHOTO REQUIREMENTS:* The Photo submitted should depict what the Participant appreciates, misses or loves about Downtown Phoenix, such as a place, moment, scene, or special memory. Photos must:
 - i. Be an original Photo taken by Participant;
 - ii. Be at least 1.5MB in size;
 - iii. Depict a real life scene in Downtown Phoenix;
 - iv. Be able to be sent as a .JPG or .PNG via email, if selected as a potential winner;
 - v. Not contain logos/brands/marketing (other than downtown businesses or events); and

- vi. Not contain offensive images.
- b. *CAPTION REQUIREMENTS:* A caption beginning with the Official Hashtag, and written in the style of a love letter to Downtown Phoenix must accompany each Photo. Captions must:
 - i. Be an original caption drafted by Participant;
 - ii. Be no longer than one thousand (1,000) characters, not including the Official Hashtag; and
 - iii. Include an English translation if written in a different language. The additional translation will not count against the character limit.
- c. *ALL-ENCOMPASSING REQUIREMENTS REGARDING CONTENT*: Neither the Photo or caption can:
 - i. Contain nudity or lewd gestures;
 - ii. Violate or infringe another's rights, including but not limited to privacy, publicity or intellectual property rights;
 - iii. Contain any content that is obscene, indecent, hateful, offensive or inappropriate, including, without limitation, nudity, pornography or profanity;
 - iv. Contain any content that promotes alcohol, illegal drugs or tobacco, firearms/weapons (or the use of any of the foregoing), the commission of a crime, or any political agenda or message;
 - v. In any manner, defame, misrepresent, contain disparaging remarks or reflect negatively about Sponsor, or in any way reflect negatively upon such parties or explicitly or implicitly communicate messages or images inconsistent with the positive images and/or goodwill with which Sponsor wishes to be associated, as determined by Sponsor in its sole discretion; or
 - vi. Contain any content that in any other way violates applicable laws, standards or regulations.

All Content submissions must comply with requirements set forth herein in order to be deemed a valid submission. Sponsor reserves the right to review Content for compliance with the aforementioned requirements to determine whether the Content is eligible to be awarded an entry in the Content. Such review does not relieve entrants from their responsibility to fully comply with these Official Rules. Content that does not comply with these Official Rules or that otherwise contain prohibited or inappropriate material as determined by the Sponsor, at its sole discretion, may be disqualified and deemed ineligible to be awarded an entry in the Content. Sponsor reserves the right, at its sole discretion, to refuse or remove any Content for any reason at any time. If a Content is refused, removed or otherwise disqualified, the Sponsor shall not be obligated to notify entrant or to provide an explanation for the refusal, removal or disqualification. All decisions of the Sponsor are final.

- 7. REPRESENTATIONS AND WARRANTIES/SPONSOR'S RIGHTS TO USER-GENERATED CONTENT: By participating in the Contest and uploading Content, you represent and warrant that:
 - a. You have the legal right to enter into this agreement, abide by these Official Rules and are not impersonating anyone else;
 - b. You own all rights in and to your Name and Content to enable you to grant all the rights to the Sponsor as described herein;
 - c. Your Content is wholly original and does not infringe on the copyright, trademark, patent, trade secret or any other intellectual property rights, privacy rights, or any other legal or moral rights of any third party individual or entity;
 - d. You agree to release and allow all creative license and creative treatment in the use and production of your Content at the discretion of the Sponsor and its affiliates;
 - e. You voluntarily agree to waive all "moral rights" that you may have to your Content. Any information contained in your Content is not known to or reasonably believed by you to be false, inaccurate or misleading;
 - f. Your Content complies with the Content Requirements (as set forth in Section 6) and the Instagram Terms of Use available at <u>http://instagram.com/about/legal/terms/;</u>
 - g. Your Content is wholly original and, as of the date of submission, such Content is not the subject of any actual or threatened litigation or claim;
 - h. Your Content is not and will not be considered defamatory or libelous;
 - i. Your Content does not violate any law;
 - j. You are not and will not be compensated or granted any consideration by any third party for submitting your Content;
 - k. You will not be compensated or granted any consideration in any way by the Sponsor for the use of your Name or Content;
 - I. Your Content does not incorporate materials from a third party website, copyright-protected materials, or personally identifiable information of anyone other than yourself;
 - m. Your Content does not and will not violate or infringe upon the intellectual property rights or other rights of any other person or entity, including, but not limited to, rights of privacy and publicity;
 - n. Your Content does not reflect negatively in any way upon the Sponsor, or the marketing, advertising, commercial or promotional efforts of the Sponsor or any of its partners or affiliates; and
 - o. You irrevocably release and forever discharge the Sponsor and its agents, directors, officers, affiliated entities, employees, contractors and third party

providers ("Released Parties") from any and all actions, claims, damages, liabilities and demands, whether absolute or contingent and of any nature whatsoever, which you now have or hereafter may have against any of the Released Parties, or their respective successors or assigns, arising out of or related in any way to use of your Name, Content or anything contained therein; and

- p. You agree to indemnify, defend and hold harmless the Released Parties from and against any and all claims, liabilities, damages, losses, costs, expenses or fees (including reasonable attorney's fees) that any of the Released Parties may incur arising out of or related to the Name, Content or your breach of these Official Rules. The Sponsor reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you agree to cooperate with the Sponsor's defense of such claims at your own expense.
- 8. CONTENT SUBMISSION JUDGING AND ODDS OF WINNING: Judging will begin Tuesday, September 1, 2020; therefore, no extensions will be provided and a panel of judges will review all qualifying Content by Friday, September 4, 2020. Judging will consist of a panel of judges ("Panel") comprised of employees of Downtown Phoenix Inc. The Panel will review submissions. The top four (4) potential winning submissions will be selected, based on their Photo depiction of "#DearDTPHX" and the content of their love letter caption.
 - a. SCORING CRITERIA: The entries will be scored using the following criteria:
 - i. Originality/creativity (65%);
 - ii. Clarity/Appropriateness to subject matter (25%); and
 - iii. Sincerity (10%).

The top four (4) Participants with the highest overall scores will win. In the event of a tie, winners will be selected based on who submitted the Content first. Application of the scoring criteria to the Content submissions shall be at the Panel's reasonable discretion and, as to matters of subjectivity, the Panel's sole discretion. The Panel's decision is final and binding in all matters relating to the selection of the top four (4) Content submissions for the Contest.

- b. ODDS OF WINNING: The odds of winning depends on the number of Participants and quality of Content submissions obtained by Sponsor during the Contest Period.
- **9. WINNER NOTIFICATION:** The potential Contest winners will be notified via a direct inbox message on Instagram no later than by 5:00 p.m. MST on Friday, September 4, 2020. Potential winners must reply and provide requested information, which includes an email submission of the Photo, to Sponsor within three (3) business days of the notification date in order to claim their Prize.

In the event: (i) a potential winner declines or cannot accept, receive or use the Prize for any reason; (ii) of noncompliance with the above or within any of the aforesaid time periods; (iii) a potential winner is found to be ineligible to enter the

Contest or receive the Prize; (iv) a potential winner cannot or does not comply with these Official Rules; or (v) a potential winner fails to provide required information, such potential winner shall be disqualified from the Contest and an alternate potential winner may be selected, at Sponsor's sole discretion, even if the disqualified potential winner's name has been publicly announced. If the Sponsor decides to select an alternate potential Prize winner, the alternate potential winner will be determined in sequential order based on the next Participant with the highest score pursuant to the scoring criteria. Sponsor retains the right to repeat this process until an alternate potential winner complies with the verification of eligibility requirements. Sponsor also reserves the right to modify the notification and eligibility procedures in connection with the selection of an alternate winner, if any.

A POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY SPONSOR. SPONSOR'S DECISIONS AS TO THE ADMINISTRATION AND OPERATION OF THE CONTEST, ANY CHANGES TO THESE OFFICIAL RULES, AND THE SELECTION OF A POTENTIAL WINNER IS FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST.

- **10.PRIZE:** Four (4) potential winners will receive each of the following items (collectively the "Prize"):
 - One (1) voucher for one (1) night's stay at a hotel in Downtown Phoenix, chosen by Sponsor, (double occupancy). Dates subject to availability as determined by the participating hotel. Voucher valid for twelve (12) months from the competition close date, i.e. August 31, 2020;
 - One (1) fifty dollar(\$50) gift card or voucher for a restaurant in Downtown Phoenix chosen by Sponsor;
 - One (1) gift card or voucher for one (1) annual membership to a cultural organization/institution in Downtown Phoenix chosen by Sponsor;
 - One (1) fifty dollar (\$50) gift card or voucher for an activity in Downtown Phoenix chosen by Sponsor; and
 - One (1) fifty dollar (\$50) gift card or voucher for a retail or service in Downtown Phoenix chosen by Sponsor.

The Approximate Retail Value of each Prize is four hundred and fifty dollars (\$450) and the total ARV of all four (4) Prizes is one thousand and eight hundred dollars (\$1,800).

11.PRIZE DELIVERY AND RESTRICTIONS: Each Participant is limited to one (1) winning submission. The Prize will be delivered electronically to the email address provided to Sponsor. The Prize will be awarded only if the potential winner fully complies with these Official Rules. Sponsor shall have no responsibility or obligation to the Prize winner or a potential winner who is unable or unavailable to, or who does not for any reason, accept or utilize the Prize. Sponsor will not replace any lost or stolen prizes. The Prize is non-assignable and nontransferable. The Prize is also subject to the terms of the gift card or voucher. No cash equivalent of

the Prize will be awarded and the Prize is not exchangeable or otherwise transferable. Sponsor reserves the right to substitute any prize element in whole or in part with other prizes of comparable or greater value if the intended prize is not available for any reason, as determined by Sponsor, at Sponsor's sole discretion. Prizes cannot be used in conjunction with any other Promotion or Offer.

By participating in this Contest or accepting a Prize, Participants further acknowledge and agree to the following Prize restrictions:

- a. All aspects of the Prize are subject to availability and must be booked before and completed by August 31, 2021. The Prize may be subject to blackout dates, capacity controls, availability, approval, and other restrictions all of which are subject to change;
- b. All expenses and incidental costs not expressly stated in these Official Rules, including but not limited to, surcharges, service charges or facility charges, personal charges at lodging, damage to hotel room, security fees, gratuities, taxes or other expenses, including any transportation, not mentioned within such Prize description, are the sole responsibility of the Prize winner;
- c. Prize winner and his or her companion, as applicable, must follow all instructions of Sponsor relative to the Prize and any element thereof; and
- d. Gift cards may not be redeemed for cash and there will be no cash returned or refunds issued if the full value of the gift card has not been used by the expiration date. Gift cards may be subject to additional terms and conditions. Sponsor may, in its sole and absolute discretion, replace a lost, stolen or malfunctioning gift card.

ALL FEDERAL, STATE, AND LOCAL TAXES AND FEES ARE THE SOLE RESPONSIBILITY OF THE PRIZE WINNER. ALL OTHER COSTS AND EXPENSES RELATED TO ANY PRIZE NOT SPECIFIED HEREIN AND OTHER EXPENSES INCURRED BY ACCEPTING A PRIZE ARE ALSO THE SOLE RESPONSIBILITY OF THE WINNER. ANY REQUIRED TAX REPORTING FORMS WILL BE FURNISHED TO THE APPROPRIATE AUTHORITIES. WINNERS MAY BE REQUIRED TO PROVIDE THEIR SOCIAL SECURITY NUMBER OR TAX ID FOR TAX REPORTING PURPOSES IF SPONSOR IS REQUIRED TO FILE AN IRS FORM 1099 WITH THE INTERNAL REVENUE SERVICE FOR THE FAIR MARKET VALUE OF A PRIZE AWARDED AND ACCEPTED.

THE PRIZE IS AWARDED AS IS AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS MAY NOT ALLOW (OR MAY LIMIT) DISCLAIMERS OF CERTAIN WARRANTIES, IN WHICH CASE THE FOREGOING DISCLAIMERS WILL BE ENFORCED TO THE MAXIMUM EXTENT PERMITTED BY LAW. 12. PUBLIC ART/PLACEMAKING: Each potential winner's Content may be used, in whole or in part, to inspire a mural or other art installation in the Downtown Phoenix Core -- defined as the boundary between Seventh Street to Third Avenue, Fillmore Street to Jackson Street.

Winning in the Contest does not guarantee that the Content will be used for these purposes. If potential winner's Content is selected for the public art/placemaking project the potential winner reserves no right to choose the artist, location, medium or any other aspect of the placemaking project.

13.GENERAL CONDITIONS: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK CIVIL AND/OR CRIMINAL PROSECUTION AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of these Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof.

- **14. NON-LIABILITY:** No transfer, assignment, cash redemption or substitution of prizes is permitted. By accepting the Prize, potential winners agree that the Released Parties will have no liability and will be held harmless by potential winners for any liability, loss, injury or damage to property or to person, including death, due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of the Prize or participation in this Contest, even if caused or contributed to by the negligence of Downtown Phoenix Inc. Participants agree that the decisions of the Sponsor related to this Contest are final.
- **15. NON-CONFIDENTIALITY/PUBLICITY:** All Participants understand and agree that their Name and Content may be publicly displayed, and that it will not be treated in confidence. By entering this Contest, you provide the Sponsor with unlimited, worldwide right to use and share, without any compensation to you, your Name and Content on its website, dtphx.org; in all of its social media channels, such as Facebook, Twitter and Instagram, including both organic posts and paid ads; its printed marketing materials such as the annual Downtown Directory, and more; and potentially in spaces in the public realm of the Downtown Phoenix Business Improvement District, such as windows, sidewalks, or green space.

Except where prohibited by law, by participating in the Contest, potential winners consent to the use of their names, likenesses and/or voices for any advertising or

promotional purposes without further consent or compensation. Each potential winner hereby agrees and consents, without further authorization, compensation or remuneration of any kind, to the use of potential winner's name and/or likeness in any and all advertising promotions and other publicity conducted by the Sponsor and its affiliates, except where prohibited by law.

YOU FURTHER ACKNOWLEDGE THAT IF YOU ARE CHOSEN AS A WINNER, YOUR PERSONAL IDENTIFYING INFORMATION MAY BE DISCLOSED TO THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, PLACING YOUR NAME ON A WINNERS' LIST.

- **16.DISPUTES:** By participating, you agree that any and all disputes, claims, and causes of action arising out of or in connection with this Contest, or any Prize awarded, shall be resolved individually, without resort to any form of class action. You agree that should you have any such disputes, claims, or causes of action, you shall first allow Sponsor an opportunity to address your concerns.
- **17.EXTENDED MEANINGS; CURRENCY; FORCE MAJEURE:** Unless otherwise specified in these Official Rules, words importing the singular include the plural and vice versa and words importing gender include all genders. All dollar amounts referred to in these Official Rules are in lawful money of the United States of America. The Released Parties are not responsible for any damages caused by delay or failure to perform undertakings pursuant to these Official Rules when the delay or failure is due to weather, event cancellations, fires, strikes, floods, pandemics, acts of God or the state's enemies, lawful acts of public authorities, delays or defaults caused by common carriers, or other events that cannot reasonably be foreseen or provided against.
- 18. PRIVACY: By entering the Contest, you agree to Sponsor's use of your personal information as described in Sponsor's Privacy Policy, available at <u>https://dtphx.org/privacy-policy/</u>. If you wish to access or correct your personal information held by Sponsor or have other questions regarding Sponsor's Privacy Policy, please contact us via email at <u>info@dtphx.org</u> with the subject line: "DearDTPHX Photo + Caption Contest Privacy."

BY ENTERING THE CONTEST, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND CONSENT TO SPONSOR'S PRIVACY POLICY.

- 19.OPT-OUT: If you do not wish to receive any further notices from Sponsor or its affiliated merchants or companies regarding future contests or promotional offerings, please contact us via email at <u>info@dtphx.org</u> with the subject line: "DearDTPHX Photo + Caption Contest Opt-Out."
- 20. OFFICIAL RULES AND WINNERS LIST: Official Rules are available at dtphx.org. A list of winners can be obtained by emailing <u>info@dtphx.org</u> with the subject line "DearDTPHX Photo + Caption Contest." Requests must be received no later than four (4) months after the completion of the Contest.
- **21. SPONSOR:** The Contest is sponsored by Downtown Phoenix Inc., with a principal address of 1 East Washington Street, Suite 230, Phoenix, Arizona 85004. This

Contest is in no way sponsored, endorsed, administered by, or associated with Facebook Inc., or Instagram Inc. Any and all questions, comments or complaints regarding the Contest must be directed only to Sponsor by email to <u>info@dtphx.org</u> with the subject line: "DearDTPHX Photo + Caption Contest" and not to Facebook Inc. or Instagram Inc.