

# Shop the Squeeze Contest Rules

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

1. Eligibility: The #ShoptheSqueeze contest is open only to residents of the Puget Sound area of Washington State who are 18 years of age or older as of the date of entry. The “Puget Sound Area” is defined for our purposes as King, Kitsap, Pierce, Snohomish, and Island Counties. The Contest is void where prohibited by law. Employees of the City of Seattle’s Office of Economic Development-(collectively the “Employees”), and immediate family members and/or those living in the same household of Employees are not eligible to win 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. In addition, You agree to accept the decisions of Seattle Office of Economic Development as final and binding as it relates to the content of this Contest.

3. Contest Period: March entries will be accepted starting on March 15, 2019 at 12 PM PST and ending March 31, 2019 11:59 PM. For the months of April – December 2019, contest entries will be accepted starting on the first day of each month at 12:00 AM PST and ending on the last day of the month at 11:59 PM PST.

4. How to Enter: The March 2019 Contest must be entered by commenting on or replying to one of the contest posts/tweets on the Seattle OED Instagram, Facebook or Twitter accounts. The April – December 2019 contests must be entered by uploading a photo highlighting a Downtown Seattle small business indicated by the contest that

month (e.g. restaurants, art galleries or stores. Each month's contest theme will be announced on the first of the month) to their public Instagram or Twitter account or sharing a photo on the Seattle OED Facebook page. Our definition of Downtown Seattle includes the Belltown, Pioneer Square, Chinatown-International District, Little Saigon, and Downtown Retail Core neighborhoods. Eligible entries will feature small businesses located in one of these four business districts and/or within these geographic boundaries:

- Northern boundary: Denny Way
- Southern boundary: S. Royal Brougham Way
- Eastern boundary: I-5
- Western boundary: Alaskan Way

For the purposes of this contest, "small businesses" are defined as having three or fewer locations and/or twenty or fewer employees in total. If for any given contest period, there are no contest entries featuring small businesses that fit these criteria, the definition may be expanded to include any businesses within the aforementioned geographic boundaries which have ten or fewer locations and/or fifty or fewer employees.

Entering on each platform is allowed and encouraged. To be eligible to win a prize, the entrant must:

- Be 18 years of age or older
- Include #ShoptheSqueeze in their post/tweet
- Ensure that the post/tweet is public
- Include in their post caption a description of the alternative transportation option they utilized to visit Downtown Seattle
  - *Alternative Transportation* is defined as any transportation option that helps to relieve traffic congestion in Downtown Seattle. This includes bike, bus, ferry, train, Link light rail, walking, carpool and ride share options.

- Be a resident of the “Puget Sound Area” which includes King, Kitsap, Pierce, Snohomish, or Island Counties
- Provide a mailing address verifying that the entrant is a resident of King, Kitsap, Pierce, Snohomish, or Island Counties

Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Seattle OED.

5. Prizes: The Winner(s) of the Contest (the “Winner”) will receive either a \$100 a pre-loaded ORCA card or Visa gift card. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by Seattle OED. No cash or other prize substitution shall be permitted except at Seattle OED’s discretion. 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 Seattle OED 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 of eligible entries from the Seattle OED Instagram, Facebook and Twitter accounts combined, under the supervision of Seattle OED. Winner will be notified by via Direct Message (Instagram and Twitter) or Messenger (Facebook) depending which platform their entry was selected from within five (5) days following selection of Winner. Both March winners will be selected and notified on April 1, 2019. The winners for April – December will be notified on the first business day following the end of the contest month. Seattle OED shall have no liability for Winner’s failure to receive notices due to failing to see private messages, 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 24 hours 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 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 SEATTLE OED'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CONTEST, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED. Winners will be announced within a week of being awarded.

8. Rights Granted by You: By entering this content, You understand and agree that Seattle OED, anyone acting on behalf of Seattle OED, and Seattle OED'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 Contest, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notice, review, or consent. By entering this content, You represent and warrant that your entry is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, You will be disqualified at the sole discretion of Seattle OED. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless Seattle OED from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which Seattle OED may

incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

9. Terms & Conditions: Seattle OED 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 Seattle OED's control corrupt or affect the administration, security, fairness, or proper conduct of the Contest. In such case, Seattle OED may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Seattle OED. Seattle OED 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. Seattle OED has the right, in its sole discretion, to maintain the integrity of the Contest, to void votes for any reason.

10. Limitation of Liability: By entering, You agree to release and hold Seattle OED 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.

11. Disputes: THIS Contest IS GOVERNED BY THE LAWS OF THE UNITED STATES AND WASHINGTON 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 Washington 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:

Wynn Barnard

Seattle Office of Economic Development

700 Fifth Avenue

Suite 5752

Seattle, WA 98104

Requests must be received no later than December 31, 2019, 12:00AM PST.

14. Sponsor: The Sponsor of the Contest is Seattle OED:

Seattle Office of Economic Development

700 Fifth Avenue

Suite 5752

Seattle, WA 98104

USA

15. Facebook: The Contest hosted by Seattle OED is in no way sponsored, endorsed, administered by, or associated with Facebook.

Instagram: The Contest hosted by Seattle OED is in no way sponsored, endorsed, administered by, or associated with Instagram.

16. By entering the contest, You, the Contestant, have affirmatively reviewed, accepted, and agreed to all of the Official Rules.