

SWEEPSTAKES RULES AND REGULATIONS

OFFICIAL RULES

1. **NO PURCHASE NECESSARY TO ENTER OR TO WIN. HOW TO ENTER:** To enter the Sweepstakes, you must correctly answer questions about the T2050 progress reports and/or post a photo of the locations listed at www.phoenix.gov/T2050/FiveYears on Twitter, Instagram, or Facebook with the hashtag #T2050FiveYears between April 23, 2021 and May 21, 2021. You will be entered into the drawing for each correct answer on the quiz and each social media post per location.
2. **SELECTION OF WINNERS:** Three (3) winners will be randomly selected by City of Phoenix personnel from among all eligible entries for the prize. The drawing will be conducted on May 26, 2021 at 12 p.m. MST.
3. **ELIGIBILITY:** The Sweepstakes is open only to legal residents of Arizona who are 18 years of age or older on the date of entry. Employees of the City of Phoenix, AECOM, and Gunn Communications, Inc. (GCI) are not eligible to win. By entering the Sweepstakes, you are bound by and agree to these Official Rules. All federal, state and local laws and regulations apply. Void where prohibited by law.
4. **PRIZES AND ODDS.** One (1) Grand Prize Winner will receive a \$150 Shop Arizona Marketplace Gift Card. The Second Prize Winner will receive one \$100 Shop Arizona Marketplace Gift Card. The Third Prize Winner will receive one \$50 Shop Arizona Marketplace Gift Card. The Shop Arizona Marketplace Gift Cards can be used to buy one-of-a-kind items on the eCommerce website www.shop.localfirstaz.com that sells merchandise from small businesses across Arizona. Odds of winning depend on the number of eligible entries received. Gift cards may not be redeemed for cash. 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.
5. **WINNER NOTIFICATION AND ACCEPTANCE:** Winners will be notified by 5 p.m. on May 31, 2021 by electronic messaging either via e-mail message or via direct message on Twitter, Instagram or Facebook. Failure of the winner to respond to the electronic message by June 14, 2021 may result in disqualification of winner, forfeiture of his or her interest in all prizes, and selection of a substitute winner from among all remaining eligible entries. To claim the prize, the winner must pick up the prize at Phoenix City Hall (200 W. Washington St., Fifth Floor, Phoenix, AZ, 85003). The prize must be retrieved by the winner no later than 12 p.m. MST on June 30, 2021. Failure to pick up the prize may result in disqualification of winner, forfeiture of his or her interest in all prizes, and selection of a substitute winner from among all remaining eligible entries. Valid photo identification will be required. Winners may waive their right to receive prizes. Prizes are non-assignable and nontransferable. No substitutions are allowed. Prizes are subject to availability and sponsor reserves the right to substitute prizes of equal or greater value. Except where prohibited, acceptance of any prize constitutes winner's consent to the publication of his or her name, biographical information

and likeness in any media for any commercial or promotional purpose, without limitation, or further consideration.

6. **SOCIAL NETWORKING SITES DISCLAIMER:** As a condition of participating in the Sweepstakes, you agree and acknowledge that Facebook Inc., Instagram Inc., Twitter and any other social networking sites used to promote the Sweepstakes 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 Sweepstakes nor do they endorse or administer the Sweepstakes, nor are they in any way associated with the Sweepstakes. All questions regarding the Sweepstakes must be directed to the Sponsor, not the Social Media Group. You also agree that as a condition of participating in the Sweepstakes, you shall release the Social Media Group from any and all liability arising out of or relating to your entry, creation of any entry or submission of an entry, participation in the Sweepstakes, acceptance, use or misuse of any prize or the broadcast, exploitation, or use of an entry.
7. **PARTICIPATION:** By participating, entrants agree to be bound by these Official Rules and the decisions of Sponsor. Sponsor reserves the right to disqualify persons found tampering with or otherwise abusing any aspect of this Sweepstakes as solely determined by Sponsor. In the event the Sweepstakes is compromised by a virus, nonauthorized human intervention, tampering or other causes beyond the reasonable control of the Sponsor which corrupts or impairs the administration, security, fairness or proper operation of the Sweepstakes, Sponsor reserves the right in its sole discretion to suspend, modify or terminate the Sweepstakes. Should the Sweepstakes be terminated prior to the stated expiration date, Sponsor reserves the right to award prizes based on the entries received before the termination date.
8. **CONSTRUCTION:** The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.
9. **SPONSORS/ADMINISTRATORS:** The T2050 Five Year Celebration Scavenger Hunt and Sweepstakes is sponsored by the City of Phoenix and GCI. The City of Phoenix is located at Phoenix City Hall at 200 W. Washington St, Phoenix, AZ 85003 and can be reached via phone at (602) 262-6011 or via e-mail by going to the following website: www.phoenix.gov/contactus. GCI is located at 555 W. Turney Ave, Phoenix, AZ, 85013 and can be reached via phone at (623) 362-1597 or via e-mail at info@gciaz.com. The decisions of the Sponsor regarding the selection of winners and all other aspects of the Sweepstakes shall be final and binding in all respects. Sponsor will not be responsible for typographical, printing or other inadvertent errors in these Official Rules or in other materials relating to the Sweepstakes. A list of winners will be shared on social media and published on the following website: www.phoenix.gov/T2050/FiveYears.

10. **DISPUTES:** This Sweepstakes is governed by the laws of the State of Arizona. As of a condition of participating in this Sweepstakes, 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 Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Arizona having jurisdiction. 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. Participant further waives all rights to have damages multiplied or increased.
11. **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 Sweepstakes. The Content submitted must be the participant's original work. Any Content copies or plagiarized from another source or someone other than the participant will be disqualified.
12. **PHOTO REQUIREMENTS:** The photo submitted should depict at least one of the nine locations in either a selfie portrait or a photo of the required location. Photos must:
- 12.1 Be an original photo taken by participant, and
 - a. Be at least 1.5MB in size;
 - 12.2 Depict one of the nine locations. Those nine locations are as follows:
 - a. 50th Street Light Rail Station.
 - b. 44th Street & Washington Light Rail Station (airport connection).
 - c. 3rd Street & Jefferson Light Rail Station (home of the Arizona Diamondbacks & Phoenix Suns).
 - d. Central Station public transit stop.
 - e. A Rapid or Valley Metro bus.
 - f. A public transit bus shelter.
 - g. A recently treated road.
 - h. One of the three types of bike lanes (standard, buffered or protected), a green stencil indicating a bike lane, or a shared bike lane.
 - i. A photo of an LED streetlight at night or during the day.
 - 12.3 Be able to be sent as a .JPG or .PNG via email, if selected as a potential winner;
 - 12.4 Not contain logos/brands/marketing;
 - 12.5 Not contain offensive images;
 - 12.6 Not contain nudity or lewd gestures;

- 12.7 Not violate or infringe another's rights, including but not limited to privacy, publicity or intellectual property rights;
- 12.8 Not contain any Content that is obscene, indecent, hateful, offensive or inappropriate, including without limitation, nudity, pornography or profanity;
- 12.9 Not contain any Content that promotes alcohol, illegal drugs or tobacco, firearms/weapons (or the use of the foregoing), the commission of a crime, or any political agenda or message;
- 12.10 Not 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; and
- 12.11 Not contain any Content that in any other way violates applicable laws, standards or regulations.

13. REPRESENTATIONS AND WARRANTIES/SPONSOR'S RIGHTS TO USER-GENERATED CONTENT: By participating in the Sweepstakes and uploading Content you represent and warrant that:

- 13.1 You have the legal right to enter into this agreement, abide by these Official Rules and are not impersonating anyone else;
- 13.2 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;
- 13.3 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;
- 13.4 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;
- 13.5 You voluntarily 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;
- 13.6 You are not and will not be compensated or granted any consideration by any third party for submitting your Content; and

13.7 You will not and will not be compensated or granted any consideration in any way by Sponsor for the use of your Name and Content.

14. **RELEASE:** You irrevocably release and forever discharge the Sponsor and its directors, officers, affiliated entities, employees (“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 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. Except where prohibited by law, by participating in the Sweepstakes, 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 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.
15. **INDEMNITY:** 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.
16. **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 Sweepstakes, you provide the Sponsor with unlimited, worldwide right to use and share, without any compensation to you, your name and Content on its website (www.phoenix.gov) in all of its social media channels, such as Facebook, Twitter and Instagram.