

Official Rules for the New York City Fire Department (FDNY) #SmokeAlarmSelfie Contest

NO PURCHASE NECESSARY TO WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED. By submitting an entry to the **#SmokeAlarmSelfie Contest**, you are agreeing to be bound by the following legal terms.

1. The **#SmokeAlarmSelfie Contest** (the “Competition”) will begin at 12:00:01 PM Eastern Standard Time (“EST”) on Monday, October 27, 2014 and end at 5:00:00PM EST on Friday, November 21, 2014 (“Competition Period”). The Competition is sponsored by the New York City Fire Department (“FDNY”). Multiple entries are permitted. Participation is subject to all federal, state and local laws, rules and regulations. Void where prohibited or restricted by law. You are responsible for checking applicable laws in your jurisdiction before participating in the Competition to make sure that your participation is legal and to ensure that you comply with all relevant laws. You are responsible for obtaining all passports, visas, and other government-required documents and permissions needed to use a prize.

2. **ELIGIBILITY:** The Competition is open only to residents, 18 or older, of the fifty (50) United States (including the District of Columbia) at the time of entry. Void where prohibited by law. Employees of the FDNY, the City of New York, the judges or any of their respective affiliates, subsidiaries, advertising agencies, or any other company or individual involved with the design, production execution or distribution of the Competition and their immediate family (spouse, parents and step-parents, sibling and step-siblings, and children and step-children) and household members (people who share the same residence at least three (3) months out of the year) of each such employee are not eligible to participate and receive prizes. The Competition is subject to all applicable United States federal, state and local laws and regulations. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and FDNY’s decisions, which are final and binding in all matters related to the Competition. Winning a prize is contingent upon fulfilling all requirements set forth herein.

3. **HOW TO ENTER:** Take a photo of yourself changing the batteries in your Smoke/CO Alarms during “the Competition” time frame.

- If you are using Twitter – Follow and tweet your photo to @FDNY, @HotDogFDNY or both and hashtag #SmokeAlarmSelfie.
- If you are using Instagram – Follow and Instagram your photo to @FDNYPhotos, @FDNYHotDogOfficial or both and hashtag #SmokeAlarmSelfie.

The photo submission period begins at 9:00:00 AM EST Monday, October 27, 2014 and ends at 11:59:59 PM EST on Monday, November 3, 2014 (the “Entry Period”). For your entry, you must enter your First Name, Last Name, Email Address, and a caption for your photo (collectively the photo and associated text are your “Entry”). Entrant should consider the quality of the image, artistic composition, and should make sure that the entry appeals to a broad audience community. Entries may be displayed on official social media channels operated by FDNY or other City agencies at the discretion of and pursuant terms to be determined by FDNY.

There is no limitation on the number of entries you can make. However, you may only have one (1) entry as a top Finalist. Meaning only one Finalist position is available to each entrant regardless of his or her number of entries.

4. **JUDGING PERIOD:** The Judging Period will begin at 9:00:00 AM EST on Monday, November 3, 2014 and end at 5:00:00 PM EST on Friday, November 7, 2014. FDNY will appoint a panel of five judges.

JUDGES:

- Francis Gribbon, Deputy Commissioner of Public Information, FDNY
- Emily Rahimi, Social Media Director, FDNY
- Meghan Moog, Social Media Coordinator, FDNY Foundation
- Kristin Eng, Producer/Editor, FDNY
- Anthony Mancuso, Director, Fire Safety Education Unit, FDNY

The panel of judges will choose two (2) final entries in its sole discretion from among all of the entries. All entries will be judged based on the originality and creativity of the response, in the sole discretion of the panel of judges.

5. **WINNER SELECTION: ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY FDNY WHOSE DECISION IS FINAL AND BINDING IN ALL MATTERS RELATED TO THE COMPETITION.**

All potential winners will be asked to complete an affidavit by private message to their account from which their selfie was submitted no later than November 15, 2014. If the potential winner does not respond to FDNY's notice or does not return the affidavit within 24 hours, that potential finalist will be disqualified and another entry selected by the judges will be selected as a potential winner in his or her place. Return of any notification email as "undeliverable" or failure to fully comply with these Official Rules will result in disqualification.

The contest finalists will be notified by private message to their account from which their selfie was submitted no later than, Monday, November 10, 2014 at 5:00pm Eastern Standard Time ("EST"). Upon notification of being a finalist, the contestant must email FDNYDigital@fdny.nyc.gov providing his or her mailing address (no P.O. Box addresses permitted) and the Release of Liability and Finalist/Winner Acceptance Form to FDNY within five (5) business days of such notification. By emailing FDNYDigital@fdny.nyc.gov, the contest finalist reaffirms his or her agreement with all of the terms and conditions set forth in these official contest Instructions. Contest finalists agree to release the City of New York, FDNY, any affiliates and all of their officers, directors, employees, agents and insurers from and against any liability or damages arising as a result of or otherwise related to their participation in the Contest and/or receipt and use of the contest prize. If FDNY does not receive an email to FDNYDigital@fdny.nyc.gov with a mailing address within five (5) business days of the contest finalist's private message, FDNY reserves the right, in its sole discretion, to disqualify such finalist. FDNY will ship the prize to the winning contestant within thirty (20) business days of receipt of an email with

mailing address. FDNY is not responsible for late, lost, stolen, illegible, incomplete, mutilated, destroyed, delayed, or postage due mail, misdirected faxes or electronic mail.

Winning contestants will be notified by private message to their account from which their selfie was submitted no later than Thursday, November 20, 2014.

6. THE PRIZES:

By November 21, 2014 , the finalists and winning entries may be featured on the FDNY Twitter feed www.twitter.com/FDNY, the FDNY Facebook page www.facebook.com/FDNYHome, the FDNY Instagram account www.instagram.com/fdnyphotos, the FDNY website www.nyc.gov/fdny, the Hot Dog Twitter account www.twitter.com/HotDogFDNY and the Hot Dog Instagram account www.instagram.com/fdnyhotdogofficial.

No cash in lieu of prize. No substitution of prizes is permitted. Prize is not assignable or transferable. Limit one prize per person. If Winner cannot participate for any reason, Winner will forfeit the prize and FDNY may, at its option and in its sole discretion, select an alternate winner or the prize may not be awarded. All of the prize elements are subject to change and shall be determined by FDNY, in its sole discretion.

If Winner cannot receive the prize in the manner specified by FDNY, the prize will be forfeited in its entirety and the prize may be awarded to an alternate winner selected by the panel of judges. All costs and expenses associated with prize acceptance and use not listed herein as part of the prize including, without limitation, ground transportation (other than that specified above as included in prize), luggage fees, souvenirs, miscellaneous hotel expenses, and gratuities are the sole responsibility of Winner.

All federal, state and local income taxes on prize and gratuities are solely the responsibility of the Prize Winner.

7. OWNERSHIP OF ENTRIES: FDNY does not claim any ownership rights in your Entry. By submitting an Entry, you agree to be bound by these Official Rules and grant the City of New York and FDNY a non-exclusive, fully paid-up and royalty-free, worldwide license to use, modify, delete from, add to, publicly perform, publicly display, reproduce and translate your Entry, including without limitation the right to distribute all or part of your Entry in any media formats through any media channels in perpetuity.

By submitting an Entry, you consent to the use, by FDNY, its affiliates, subsidiaries, parents, and licensees, of your name, likeness, and image, in connection with the Competition and FDNY's related marketing activities, in any media or format now known or hereafter invented, in any and all locations, without any payment to or further approval from you. You agree that this consent is perpetual and cannot be revoked.

You acknowledge that the Competition is not sponsored by, endorsed by, administered by, or associated with Twitter or Instagram and that your Entry is being provided to FDNY and not to Twitter or Instagram.

You agree that nothing in these Rules grants you a right or license to use the FDNY name or any FDNY trademark.

8. **WARRANTIES:** By submitting an Entry, you represent and warrant that your Entry:

- Is your own original work;
- Does not contain material or images that are, in FDNY's sole judgment, obscene, inappropriate for a general audience that may include minors, or defamatory;
- Does not violate or infringe upon the copyrights, trademarks, rights of privacy, publicity or other rights of any person or entity;
- Does not contain malicious code, such as viruses, timebombs, cancelbots, worms, Trojan horses or other potentially harmful programs or other material or information;
- Does not feature the likeness of any living person without written permission from that person for its use in connection with this Competition and without that person's explicit written permission for its use;
- Does not and will not violate any applicable law, statute, ordinance, rule or regulation; and
- Does not trigger any reporting or royalty obligation to any third party.

You further represent and warrant that the rights that you are granting under these Official Rules do not conflict in any way with any other agreement to which you are a party, or with any commitments, restrictions, or obligations that you are under to any other person or entity.

9. **OTHER THINGS TO KNOW:**

Entry Conditions and Release:

By entering, each Contestant agrees to: (a) comply with and be bound by these Official Rules and the decisions of FDNY and/or the Competition judges which are binding and final in all matters relating to this Competition; (b) release and hold harmless the City of New York, FDNY, and their respect parent, subsidiary, and affiliated companies, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Competition, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a Contestant's entry, creation of an entry or submission of an entry, participation in the Competition, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, transmission, performance, exploitation or use of entry; and (c) indemnify, defend and hold harmless the City of New York, FDNY from and against any and all claims, expenses, and liabilities (including reasonable attorney's fees) arising out of or relating to a Contestant's participation in the Competition and/or Contestant's acceptance, use or misuse of prize.

Publicity:

Except where prohibited, participation in the Competition constitutes winner's consent to the City of New York, FDNY and their agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purpose in any media, worldwide, without further payment or consideration.

General Conditions

FDNY reserve the right to cancel, suspend and/or modify the Competition, or any part of it, if any fraud, technical failures or any other factor beyond FDNY reasonable control impairs the integrity or proper functioning of the Competition, as determined by FDNY in their sole discretion. FDNY reserve the right in their sole discretion to disqualify any individual or Competitor it finds to be tampering with the entry process or the operation of the Competition or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Competition may be a violation of criminal and civil law, and, should such an attempt be made, the City of New York, FDNY reserve the right to seek damages from any such person to the fullest extent permitted by law. The failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Limitations of Liability:

The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Competition, (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Competition; (4) technical or human error which may occur in the administration of the Competition or receipt or use of any prize. If for any reason an entrant's Submission is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another provide another Submission. No more than the stated number of prizes will be awarded.

Disputes:

Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Competition, or any prizes awarded, other than those concerning the administration of the Competition or the determination of winners, shall be resolved individually, without resort to any form of class action; (2) any and all disputes, claims and causes of action arising out of or connected with this Competition, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate New York State Court; (3) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Competition, but in no event attorneys' fees; and (4) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and

the City of New York, FDNY in connection with the Competition, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law of conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

Privacy:

FDNY collects personal information from you when you enter the Competition. The information collected is subject to the privacy policy located at <http://www1.nyc.gov/home/social-media-privacy-policy.page>.

Competition Results:

For Competition results go to www.nyc.gov/FDNY on or about November 21, 2014.

FDNY

FDNY: FDNY, 9 Metro Tech Center, Brooklyn, NY 11201.