

OFFICIAL RULES
Next Taxi Star Contest

ONLY OPEN TO LEGAL RESIDENTS OF NEW YORK CITY. ENTRANTS
MUST BE AT LEAST EIGHTEEN (18) YEARS OLD TO ENTER

1. SPONSORS

The "Next Taxi Star Contest" ("Contest") is sponsored by NYC Media, 1 Centre Street, 27th Floor, New York, NY 10025 and the Taxi and Limousine Commission ("TLC"), 33 Beaver Street, New York, NY 10004 (referred to herein as "Sponsor").

2. ELIGIBILITY

NO PURCHASE NECESSARY. The Contest is open only to legal, permanent residents of New York City (the "Territory"), who are at least eighteen (18) years of age as of September 1, 2011. To be eligible to enter the Contest, the Entrant (alternately, "You", "Your", or "Yourself") must meet the eligibility requirements described herein and have read and agreed to these Official Rules.

The Contest and any web sites, web pages and advertisements relating thereto are intended for viewing only within the Territory. Entries received from persons residing outside of the eligible geographic areas, or where restricted or prohibited by law, will be disqualified. Employees of NYC Media, the TLC and the City Of New York, advertising and promotion agencies (collectively, the "Contest Entities"), and anyone involved in the development or execution of this promotion, and the immediate families (parents, spouses, siblings, and children and their spouses) and members of the households of such employees are ineligible.

Limit one (1) entry per person. Subsequent entries will be disqualified. All entries must be received by 11:59 pm on Tuesday, November 1, 2011. Entries are void if they are in whole or part illegible, incomplete, damaged, altered, counterfeit, obtained through fraud, or late. In the event of any dispute regarding the identity of a person submitting an on-line entry, the entry will be deemed submitted by the authorized e-mail account holder, which is defined for purposes of these Official Rules as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. A selected winner may be requested to provide the Sponsor with proof that the selected winner is the authorized account holder of the e-mail address associated with the winning entry. If a dispute cannot be resolved, the entry will be deemed ineligible. **NO PURCHASE NECESSARY.** A purchase will not increase your chances of winning. Official Rules are also posted at <http://www.nyc.gov/html/media/html/news/nexttaxistar.shtml>.

VOID WHERE PROHIBITED.

3. CONTEST PERIOD

The Contest period is as follows: (“Contest Period”):

Contest submission start date: Tuesday, October 25, 2011, 12 noon EDT

Contest submission end date: Tuesday, November 1, 2011, 11:59 pm

Judging period begins: Wednesday, November 2, 2011, 12 noon

Judging period ends: Wednesday, November 16, 2011 @ 11:59 am

Winners Announced: Wednesday, November 29, 2011

4. HOW TO ENTER

NO PURCHASE NECESSARY TO ENTER OR WIN. To enter the Contest, visit the Contest website located at <http://www.nyc.gov/html/media/html/news/nexttaxistar.shtml> (“Contest Site”) during the Contest Period and follow the instructions for submitting a thirty second (:30) video of you describing your favorite thing about New York City. It should also include your name, neighborhood. (“Submission”). Entries should be submitted to nexttaxistar@media.nyc.gov and include the link to the video posted on a video site like YouTube or Vimeo as well as the applicant’s name, email address, phone number and home address; entries can also be mailed to or dropped off at NYC Media, 1 Centre Street, 27th floor, NY, NY 10007; if mailing in an entry, the video should be on a flash drive, CD, DVD or VHS tape; physical entries will not be returned. Participation in the Contest requires that the Submission must adhere to the contest requirements described below and on the [contest main page](#).

As further described in Section 6 below, by entering You understand the provisions associated with the Contest should you be selected as a Winner and accept the prize as a Winner. The Winner (see below) must sign and return to Sponsor an affidavit of eligibility/publicity/liability release and confidentiality agreement within five (5) days after issuance of the Winner notification. Each Winner must grant permission to Sponsor and their respective parent companies, affiliates, subsidiaries, advertising/promotional agencies to use his/her name and Submission, for administration of this Contest and for promotional and publicity purposes in any and all media now known or hereinafter devised, including without limitation, television, radio, print, and the Internet, in perpetuity without further compensation, unless prohibited by law. In addition, each Winner must provide proof of residency as part of the submission of a signed, notarized affidavit provided by the Sponsor. If a Winner fails to execute and return required releases, proof of residency or other requirements stated herein to Sponsor within the allotted time period, that Entrant may be disqualified, in which case Sponsor will select a replacement Winner, the next-highest ranked eligible Entrant who complies with all Contest rules and requirements, as determined by the contest judges as detailed in Section 5 below.

5. JUDGING

After submissions of the entries during the Contest Period, representatives from the NYC Media and the TLC ("the Jury") will act as judges for the Contest and select the Submission(s) that will be the Winners. The Submissions will be evaluated by the Jury based on authenticity, creativity, uniqueness and compelling nature of the story. Any Submission over thirty seconds in length will be automatically disqualified. The jury will review and select the finalists between Wednesday, November 2, 2011, 12 noon EDT and Wednesday, November 16, 2011 at 11:59 pm.

Beginning on or about November 29, 12 noon, the Winner will be selected and notified by email or telephone at Sponsor's discretion. If the Winner does not respond to the notification attempt within three days from the first notification attempt, then such winner will be disqualified and the Entrant with the next highest evaluation will be notified as the Winner. Except where prohibited by law, each potential Winner may be required to sign and return an Affidavit of Eligibility and Liability and Publicity Release and provide any additional information that may be required by Sponsor. If required, potential Winners must return all such required documents within 10 days following attempted notification or such potential Winner will be deemed to have forfeited the prize and another potential winner will be selected based on the judging criteria described herein. All notification requirements, as well as other requirements within these Official Rules, will be strictly enforced.

Determinations of the Jury are final and binding.

6. PRIZES

The following prize(s) ("Prize(s)") are to be awarded through the Contest: One (1) or more (in the sole discretion of the Sponsor) Grand Prize – an appearance in a public service announcement which will be produced by the Sponsor and distributed through any and all media in perpetuity as determined by Sponsor in its sole discretion ("PSA"). The Winner is known as the "Prize Winner."

PRIZE DETAILS and CONDITIONS: The Grand Prize consists of A fully produced PSA in which the Winner (s) appear. There is no Approximate Retail Value (ARV) of the Grand Prize.

No prize substitution or cash redemption is available, except at Sponsor's sole discretion or as otherwise provided herein. All costs related to travel and meals not specifically mentioned are solely the responsibility of the Winners. Sponsor reserves the right to substitute a prize of equal or greater value at its sole discretion. Odds of winning any prize depends on the number of eligible entries received during the Contest Period and the skill of the Entrants. The prizes will be awarded within approximately two weeks of receipt by Sponsor of final prize acceptance documents. Sponsor reserves the right to substitute a prize, in whole or in part, of equal or greater monetary value if a prize cannot be awarded, in whole or in part, as described for any reason. Value is subject to market conditions, which can fluctuate and any difference between actual market value and ARV will not be awarded. The Prize Winners cannot assign or transfer their prizes to any other person or entity.

All federal, state and local income taxes on prize and gratuities are solely the responsibility of the Prize Winners. Payments to potential Prize Winners are subject to the express requirement that they submit to the Sponsor all documentation

requested by the Sponsor in compliance with all applicable state, federal and local tax reporting and withholding guidelines. All Prizes will be net of taxes Sponsor is required by law to Withhold. The Prize Winners are responsible for ensuring that (s)he complies with all the applicable tax laws and filing requirements. If a Prize Winner fails to provide such documentation or comply with such laws, the prize may be forfeited and the Sponsor may, in its sole discretion, select an alternative potential Prize Winner.

7. GENERAL CONDITIONS

By participating, You agree to be bound by these complete Official Rules and the decisions of the Jury, which are final on all matters pertaining to the Contest, and You waive any right to claim ambiguity in the Contest or these Official Rules. Sponsor's determination as to whether Your submission potentially violates the rights of any third party is final and binding.

By entering the Contest, You represent and warrant to Sponsor that:

- (i) You own all right, title and interest in and to the Submission.
- (ii) the Submission does not include any content that is in violation of third party rights
- (iii) You have all rights necessary to submit the Submission in accordance with these Official Rules;

Sponsor, their parent companies, subsidiaries, affiliates, advertising and promotions agencies, and each of their respective employees, agents and contractors shall have no liability and shall be held harmless by You for any and all damage, loss, liability or any injuries to person or property, due in whole or part, directly or indirectly, by reason of Your participation in this Contest, or Your acceptance, possession, use or misuse of any prize(s) awarded hereunder to You. Any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prize awarded, shall be resolved individually in New York, NY, without resort to any form of class action, and exclusively by arbitration. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorney's fees.

Sponsor shall own all right, title and interest in and to the results and proceeds of your services/appearance in the PSA and in and to the produced PSA and any elements thereof, including without limitation the copyright therein.

8. LIMITATIONS OF LIABILITY: Contest Entities are not responsible for lost, late, misdirected, undeliverable or incomplete online or on-site entries due to system errors or failures or faulty transmissions or other telecommunications malfunctions; and/or online or on-site entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, or failed, incomplete or garbled computer or telephone transmissions, typographical or system/human errors and failures, or faulty transmissions, or for any problems or technical malfunction(s) of any telephone network or lines, cable connections, or satellite transmissions, computer online systems, servers or providers, computer equipment, or entries not

received by Sponsor on account of technical problems or traffic congestion on the Internet or Contest Site, or any combination thereof, including other telecommunication, cable, digital or satellite malfunctions which may limit an entrant's ability to participate. The Contest Entities are also not responsible for any malfunction of the entire Contest Site or error in the collection, processing or retention of entry information.

9. TERMINATION/SUSPENSION/MODIFICATION OF CONTEST: If for any reason this Contest is not capable of running as planned, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity, fulfillment or proper conduct of the Contest, the Sponsor reserves the right at its sole discretion to terminate, modify or suspend the Contest. Sponsor may also disqualify or prohibit an entrant from participating in the Contest or winning a prize in this or any other promotion conducted by Sponsor if, at its sole discretion, it determines that said entrant has violated the Official Rules or has threatened or is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception or other unfair playing practices (including the use of automated quick-vote programs), or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives. Any attempt by an entrant to deliberately damage the Contest Site or undermine the legitimate operation of the contest may be in violation of criminal and civil laws. Should such an attempt be made, sponsor reserves the right to seek remedies and damages (including attorneys' fees) from any such entrant to the fullest extent of the law, including criminal prosecution.

10. DISPUTES: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the Courts of the state of New York; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest, 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 or 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.

11. RULES/WINNERS LIST: To receive a list of the Prize Winner and/or Finalists or an additional copy of these Official Rules, send a self-addressed, stamped envelope by December 1, 2011, to: NYC Media/nexttaxistar, One Centre Street, 27th Floor, New York, NY 10007. (Please specify "Rules" or "Winners List.") You may also view the Official Rules at <http://www.nyc.gov/html/media/html/news/nexttaxistar.shtml>.