

**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 **NotifyNYC Contest**, you are agreeing to be bound by the following legal terms.

1. The **NotifyNYC Contest** (the "Competition") will begin at 9:00:00 AM Eastern Standard Time ("EST") "October 1, 2012 and end at 9:00:00 AM EST on October 31, 2012 ("Competition Period"). The Competition is sponsored by NYC Office of Emergency Management and The Advertising Council ("Sponsors"). Multiple entries are permitted. Participation is subject to all federal, state and local laws 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 Sponsors, the City of New York, and 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 Sponsors' 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:** To enter, send your name and e-mail address to [contest@oem.nyc.gov](mailto:contest@oem.nyc.gov) via the contest entry form on the contest webpage ([http://www.nyc.gov/html/oem/html/news/news\\_notifynyc\\_contest.shtml](http://www.nyc.gov/html/oem/html/news/news_notifynyc_contest.shtml)), sign up for Notify NYC via [www.nyc.gov/notifynyc](http://www.nyc.gov/notifynyc) or follow @NotifyNYC on Twitter, and tell us how Notify NYC will help you to stay informed. There is no limitation on the number of entries you can make.
4. **JUDGING PERIOD:** The Judging Period will begin at 9:01:00 AM EST on October 31, 2012 and end at 17:00:00 PM EST on November 5, 2012. NYC Office of Emergency Management will appoint a panel of three judges.

**JUDGES:**

Judith Kane, Director of Communications, OEM

Nancy Greco, Deputy Press Secretary, OEM

Ben Krakauer, Deputy Director of Watch Command, OEM

The panel of judges will choose one final entry 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 SPONSOR WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE COMPETITION.** The Contest winner will be notified by email at the e mail address provided at the beginning of November, 2012. Upon notification of being the winning contestant, the contestant must return a fully executed acknowledgement form providing his or her mailing address (no P.O. Box addresses permitted) to NYC Office of Emergency Management within thirty days of such notification. By returning the acknowledgement form the contest winner reaffirms his or her agreement with all of the terms and conditions set forth in these official contest Instructions. The contest winner agrees to release the City of New York, NYC Office of Emergency Management and all sponsoring entities and each of their respective 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 iPad 3. If NYC Office of Emergency Management does not receive a fully executed and signed Acknowledgement form within seven (7) business days of the contest winner's notification of receipt of the Acknowledgement, NYC Office of Emergency Management reserves the right, in its sole discretion, to choose another contest winner. NYC Office of Emergency Management will ship the prize to the winning contestant within two (2) business days of receipt of the fully executed acknowledgement form. NYC Office of Emergency Management is not responsible for late, lost, stolen, illegible, incomplete, mutilated, destroyed, delayed, or postage due mail, misdirected faxes or electronic mail.

**6. THE PRIZES:**

In November 2012, the winning entry may be featured on the NYC Office of Emergency Management Twitter feed [www.twitter.com/nycoem](http://www.twitter.com/nycoem), and the NYC Office of Emergency Management Facebook page [www.facebook.com/nycemergencymanagement](http://www.facebook.com/nycemergencymanagement), and the NYC Office of Emergency Management website [www.nyc.gov/oem](http://www.nyc.gov/oem).

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 NYC Office of Emergency Management 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 NYC Office of Emergency Management in its sole discretion.

If Winner cannot receive the prize in the manner specified by Sponsors, the prize will be forfeited in its entirety and the prize may be awarded to an alternate winner selected by the panel of judges from among Finalist entries. 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. Payments to potential Prize Winner are subject to the express requirement that they submit to the Sponsors all documentation requested by the Sponsors in compliance with all applicable state, federal and local tax reporting and withholding guidelines. All Prizes will be net of taxes Sponsors is required by law to Withhold. The Prize Winner is responsible for ensuring that he/she complies with all the applicable tax laws and filing requirements. If the Prize Winner fails to provide such documentation or comply with such laws, the prize may be forfeited and the Sponsors may, in its sole discretion, select an alternative potential Prize Winner.

- 7. OWNERSHIP OF ENTRIES:** NYC Office of Emergency Management does not claim any ownership rights in your Entry. By submitting an Entry, you agree to be bound by these Official Rules and grant NYC Office of Emergency Management 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 NYC Office of Emergency Management, its affiliates, subsidiaries, parents, and licensees, of your name, likeness, and image, in connection with the Competition and NYC Office of Emergency Management'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 and that your Entry is being provided to NYC Office of Emergency Management and The Advertising Council and not to

Twitter. You agree that nothing in these Rules grants you a right or license to use the NYC Office of Emergency Management name or any NYC Office of Emergency Management trademark or service mark.

8. **WARRANTIES:** By submitting an Entry, you represent and warrant that your Entry:
1. is your own original work;
  2. does not contain material or images that are, in NYC Office of Emergency Management sole judgment, obscene, inappropriate for a general audience that may include minors, or defamatory;
  3. does not violate or infringe upon the copyrights, trademarks, rights of privacy, publicity or other rights of any person or entity;
  4. does not contain malicious code, such as viruses, timebombs, cancelbots, worms, Trojan horses or other potentially harmful programs or other material or information;
  5. does not feature the likeness of a private individual without that individual's explicit written permission for its use;
  6. does not and will not violate any applicable law, statute, ordinance, rule or regulation; and
  7. 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.

## **10. 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 the Sponsors and/or the Competition judges which are binding and final in all matters relating to this Competition; (b) release and hold harmless the Sponsors, 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 Sponsors from and against any and all claims, expenses, and liabilities (including reasonable attorneys 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 Sponsors' 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**

Sponsors 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 Sponsors' reasonable control impairs the integrity or proper functioning of the Competition, as determined by Sponsors in their sole discretion. Sponsors 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, Sponsors reserve the right to seek damages from any such person to the fullest extent permitted by law. Sponsors' failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Sponsors are not responsible for, nor are they required to count, incomplete, late, misdirected, damaged, unlawful or illicit votes, including those secured through payment, votes achieved through automated means or by registering more than one e-mail account and name, using another Contestant's e-mail account and name, as well as those lost for technical reasons or otherwise.

### **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 Sponsors 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**

Sponsors collect personal information from you when you enter the Competition. The information collected is subject to the privacy policy located at [www.nyc.gov](http://www.nyc.gov).

## **Competition Results**

For Competition results go to [www.nyc.gov/oem](http://www.nyc.gov/oem) on or about November 5, 2012.

## **Sponsors**

Sponsors: (1) NYC Office of Emergency Management, 165 Cadman Plaza East, Brooklyn, NY 10021 (2) The Advertising Council, 1707 L Street, NW, Suite 600, Washington DC, 20036.