

## **OFFICIAL RULES FOR THE CITY OF NEW YORK'S #NYCPOETWEET CONTEST VIA TWITTER**

This contest uses the Twitter platform and is not endorsed, sponsored, administrated by, or associated with Twitter.

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

1. **THE CONTEST:** The #NYCPoetweet Contest (the "Competition") will begin at 9:00:00 AM Eastern Standard Time ("EST") April 1st, 2014 and end at 5:00:00 PM EST on April 8th, 2014 ("Competition Period"). The Competition is sponsored by the City of New York's Mayor's Office together with the City of New York Department of Cultural Affairs ("Sponsors"). Creating multiple Twitter accounts to enter will void all entries and disqualify the entrant. 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 of the fifty (50) United States (including the District of Columbia) at the time of entry. In order to participate, you must have access to Twitter.com. Void where prohibited by law. Employees of Sponsors, the City of New York, Twitter 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 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, tweet your original poems using the hashtag #NYCPoetweet in the tweet beginning at 9:00:00 AM Eastern Standard Time ("EST") April 1st, 2014 and ending at 5:00:00 PM EST on April 8th, 2014 (the "Entry Period"). For your entry, you must tweet including the required hashtag (collectively the tweet and associated text are your "Entry"). An Entry should be one tweet with your best original poetic composition. Material that is obscene, defamatory or inappropriate for a general audience that may include minors will be disqualified from the Competition and will not count as an official entry.

Entrants may submit multiple unique Entries. Creating multiple Twitter accounts to enter will void each Entry and the Entrant.

4. **JUDGING PERIOD:** The Judging Period will begin on or about 4:00:00 PM EST on April 8th, 2014 and end at 4:59:00 PM EST on or about April 12<sup>th</sup>, 2014. The Sponsors will appoint a panel of judges consisting of representatives of the City of New York.

**JUDGES:**

Stephanie Brown, NYC Department of Cultural Affairs  
Amanawil Lemi, NYC Mayor's Office  
Christina Levin, NYC Mayor's Office  
Ryan Max, NYC Department of Cultural Affairs  
Ishanee Parikh, NYC Mayor's Office

5. The panel of judges will select five winning Entries (the "Finalists") in its sole discretion from among all of the entries. All entries will be judged based on the following criteria, in the sole discretion of the panel of judges:
  - (a) appeal of the composition and subject matter of the Tweet;
  - (b) overall quality of the Tweet; and
  - (c) creative use of the Twitter's parameters to make a poem.

The Entries with the highest overall rankings will be the winning Finalist.

6. **FINALISTS:** The Entries that receive the highest overall rankings from judges during the Judging Period will be the winning Finalists. The Finalists will be notified and confirmed on or about April 15<sup>th</sup>, 2014 by direct message on Twitter from the @NYCGOV Twitter account. The Finalists will be asked to provide contact information and sign and return a Winner Acceptance Form. If a potential Finalist does not respond to the Mayor's Office's notice or does not return the Winner Acceptance Form within 24 hours, that potential Finalist may be disqualified and the entry with the next highest score ranked by the judges will be selected as a Finalist in its place.

7. **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 winners will be notified via direct message on Twitter on or about April 15<sup>th</sup>, 2014 using the Twitter account that submitted the entry. The potential winners will be asked to complete a Winner Acceptance Form. If a potential winner does not respond to the Mayor's Office's notice or does not return the Winner Acceptance Form within 24 hours, that potential winner may be disqualified and the entry with the next highest number of judges' votes will be selected as a potential winner in its place. Return of any notification email as "undeliverable" or failure to fully comply with these Official Rules will result in disqualification. In the event of disqualification of any potential winner, the prize will be forfeited by that potential winner and the panel of judges will select a new potential winner from among the Finalists. The Sponsors are not responsible for notifications that are misdirected, addresses that are no longer correct, or for any other reason beyond the control of the Sponsors. If such potential winner cannot be contacted within a reasonable time period, if the potential winner is ineligible, if any notification is returned undeliverable, or if the potential winner otherwise fails to fully comply with these Official Rules, Sponsors may award the applicable prize to an alternate winner who had the highest score remaining of the eligible entries.

8. **THE PRIZES:**  
On Poem in Your Pocket Day, April 24<sup>th</sup>, 2014, the City will announce the Finalists on the @NYCGOV Twitter account, Poem in Your Pocket Days Facebook page, and in Metro New York where the Finalists' tweet will be published.

Contest entrants' Tweets may also be featured on official social media channels operated by the City of New York: [www.nyc.gov/socialmedia](http://www.nyc.gov/socialmedia).

Five prizes will be awarded. If a selected Winner is not eligible, in Sponsor's sole judgment, the judging panel will select a new Winner from among the Finalist entries. No cash in lieu of prize. No substitution of prizes is permitted except by Sponsors. Prize is not assignable or transferable. Limit one prize per person. If a Winner cannot participate for any reason, Winner will forfeit the prize and the Sponsors, at their option and in their 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 the Sponsors in their sole discretion.

There is no Approximate Retail Value (ARV) of the Winning Prize. Any difference between stated value and actual value will not be awarded. Certain restrictions, as determined by Sponsors, may apply. All specifics of the event will be at Sponsors' discretion. If a Winner cannot comply with these restrictions or any other portion of these Official Rules, the prize will be forfeited in its entirety and an alternate Winner will be chosen.

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 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. Each Prize Winner is responsible for ensuring that he/she 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 Sponsors may, in their sole discretion, select an alternative potential Prize Winner.

9. **OWNERSHIP OF ENTRIES:** The City of New York does not claim any ownership rights in your Entry. By using the #NYCPoetweet hashtag via Twitter to submit an Entry, you agree to be bound by these Official Rules and grant the City of New York 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 the City of New York, its affiliates, subsidiaries, parents, and licensees, of your name, likeness, and image, in connection with the Competition and The City of New York'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 the Sponsors and not to Twitter. You agree that nothing in these Rules grants you a right or license to use the Sponsors' names or any Mayor's Office or Department of Cultural Affairs trademark or service mark.

10. **WARRANTIES:** By submitting an Entry, you represent and warrant that your Entry:
1. is your own original work;
  2. does not contain material that is, in the Sponsors' 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 name 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.

## **11. 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 Sponsor 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 Twitter, and their respective 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 publication, 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 finalists' and winners' consent to Sponsors' and their agents' use of finalists and 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 [here](#).

### **Competition Results**

For Competition results go to [www.nyc.gov/poem](http://www.nyc.gov/poem) on or about April 24th, 2014.

### **Sponsors**

Sponsors: (1) City of New York Mayor's Office, City Hall, New York, NY 10007 (2) City of New York Department of Cultural Affairs, 31 Chambers Street, 2<sup>nd</sup> Floor, New York, NY 10007