



# NYCEM

New York City Emergency Management

New York City Emergency Management Department  
165 Cadman Plaza East, Brooklyn, New York 11201

## NOTIFY NYC SURVEY CONTEST

**OBJECTIVE.** The New York City Emergency Management Department (“NYCEM”) is sponsoring the Notify NYC Mailer Contest (the “Contest”). The Contest is open to all residents of New York City that are eighteen (18) years of age and over. The purpose of the Contest is to raise awareness about the Notify NYC mailer sent to every NYC household in the mail. NYCEM will choose at random three (3) people, who have posted a selfie on social media with no address showing, to receive a prize. In order to be eligible to receive a prize, participants must agree to the following INSTRUCTIONS.

### INSTRUCTIONS

1. **NO PURCHASE NECESSARY.** No purchase is required to apply for a prize under the Contest. This Contest is void where prohibited by law.
2. **ELIGIBILITY.** To be eligible:
  - a. A Contestant must be a resident of the City of New York;
  - b. A Contestant must be not less than eighteen (18) years of age as of the date the application is submitted;
  - c. Upon request, the Contestant must provide proof of residence and age. Proof of residence can be demonstrated by providing a copy of a Driver’s License, non-driver’s ID, passport, or other government issued photo identification card (e.g. *IDNYC*). Proof of age can be demonstrated by providing a copy of a Driver’s License, Non-driver’s ID, Birth Certificate, passport, or other government issued photo identification card (e.g. *IDNYC*); and
  - d. Employees of the City are not eligible to participate in this Contest;
3. **PRIZES.** Contest winners will:
  - a. Receive a “GO BAG”. (The contents of the GO BAG are recommended contents for use during an emergency. The contest winner is encouraged to customize the contents based upon their individual needs.)
4. **APPLICATION PROCESS.**
  - a. Contestants must post a selfie of the mailer with no address or address barcode showing.
  - b. Applicants must provide their (1) first name, (2) last name, (3) mailing address, (4) phone number, and (5) e-mail address. An Applicant must complete the following:

NAME: \_\_\_\_\_



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STREET ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_

STATE: \_\_\_\_\_

ZIP CODE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

I AM EIGHTEEN (18) YEARS OF AGE OR OLDER \_\_\_\_\_

- c. Only one selfie entry can be submitted per person.

## 5. CONDITIONS OF PARTICIPATION.

- a. Contestants agree to release the City, NYCEM, 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 Go Bags.
- b. Confirmation of receipt will not be provided.
- c. Prizes are non-assignable and not transferable, and are for personal use only.

## 6. CONTEST WINNERS.

- a. Contestants who have been selected will be notified by e-mail or phone that they have been selected as the Go Bag recipient and will be asked to verify their mailing address in order to receive the prize.
- b. The Contest winner must reply by e-mail or phone verifying their address within seven (7) business days of receiving the notice that they have won. If NYCEM does not receive an acknowledgement within seven (7) business days, NYCEM reserves the right, in its sole discretion, to choose another Contest winner.
- c. NYCEM will ship the prize to the winning Contestants within ten (10) business days of receipt of the fully executed acknowledgement. NYCEM is not responsible for late, lost, stolen, illegible, incomplete, mutilated, destroyed, delayed, or postage due mail, misdirected faxes or electronic mail.

## 7. CONTEST SPONSOR RIGHTS AND RESPONSIBILITIES.

- a. NYCEM is the sole sponsor of the Contest.
- b. The City, NYCEM and their agents, respective affiliates, subsidiaries, directors, officers, and employees:



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- i. Are not responsible for error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of application materials, or for technical, network, telephone equipment, electronic, computer hardware or software malfunctions of any kind or inaccurate transmission of or failure to receive application information on account of technical problems or traffic congestion on the Internet, or any website or combination thereof.
  - ii. Are not responsible for any injury or damage to the Applicant's or any other person's computer related to or resulting from downloading any materials related to the Contest.
  - iii. Are not responsible for late, lost, stolen, illegible, incomplete, mutilated, destroyed, delayed, or postage due mail or misdirected entries.
  - iv. Are not responsible for any oversights, omissions, or errors on their part.
  - v. Reserve the right, at their sole discretion, to suspend, modify or cancel the electronic method of access to the application if it becomes technically corrupted.
- c. By entering and providing a contest submission to NYCEM, the entrant grants to NYCEM and the City of New York an irrevocable, perpetual and royalty-free right to use, reproduce, edit, display, transmit, prepare derivative works of, modify, publish and otherwise make use of the submission in any and all media, whether now known or hereinafter created, throughout the world and for any purpose.

## 8. CONFIDENTIALITY.

- a. Confidentiality of personal information will be maintained by use of reasonable means, subject to the following: By applying, Applicants agree that their names shall be available to NYCEM to use in any manner in which NYCEM deems appropriate. In addition, to the extent information submitted in the application is not information that NYCEM will endeavor to protect from disclosure pursuant to this paragraph, Applicants agree that such information shall be available to NYCEM to use in any manner in which NYCEM deems appropriate. Neither the City, NYCEM, nor any sponsoring entity assumes or shall be held responsible for any liability whatsoever for any disclosures of any information submitted by any Applicant, whether such disclosure is made inadvertently or otherwise by any judge, staff, consultant, co-sponsor or other individual connected with, participating in, reviewing, hearing, or receiving information from or in connection with the Contest. Personal information, including but not limited to date of birth, sex, address and phone number may be used to generate statistical information but will not be intentionally disclosed on an individual basis by NYCEM.
- b. NYCEM will endeavor, in accordance with applicable law, to protect from disclosure any confidential and/or proprietary information about the Applicant submitted as part of the application process.
- c. NYCEM may be required, pursuant to the New York State Freedom of Information Law (New York Public Officers Law section 87 *et seq.*) to disclose to the public a completed Application or portions thereof. In the event that a request for disclosure is made, NYCEM will provide notice to the Applicant as far in advance as practicable of any deadline for response to such request and shall consult with the Applicant to evaluate the extent to which such information may be withheld from disclosure under the provisions of the Freedom of Information Law.



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- d. Consistent with the requirements of that law, the final determination about whether information may be withheld from disclosure shall be made by NYCEM. In the event that NYCEM determines that information may not be withheld from disclosure, NYCEM will attempt to provide the Applicant with timely notice of intent to disclose in order that the Applicant may invoke any rights or remedies to prevent disclosure to which it believes it may be entitled under the law.
  
9. **GOVERNING LAW/JURISDICTION.** All issues and questions concerning the construction, validity, interpretation, and enforceability of these INSTRUCTIONS, and the rights and obligations of Applicants and NYCEM, 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 provisions that would cause the application of any other state's laws. Each Applicant irrevocably agrees that the state and federal courts located in New York shall have exclusive jurisdiction over any suit or other proceeding arising out of, relating to, or based upon the prizes or these official rules, and each Applicant hereby waives any claim as to the convenience of such forum.
  
10. **TERMINATION.** NYCEM reserves the right to terminate or withdraw this Contest and to change the rules governing this Contest, at any time, without prior notice. NYCEM is not responsible for any damage, loss, inconvenience or injury suffered by any Applicants due to any termination, withdrawal, changes, substitutions, rescheduling, or for any reason whatsoever.
  
11. **ACKNOWLEDGEMENT.** By entering the Contest, Applicant indicates that it has read and agrees with these INSTRUCTIONS.