

2016 Gracie Mansion Halloween Ticket Giveaway

OFFICIAL RULES

NO PAYMENT, ENTRY FEE OR PURCHASE REQUIRED.

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

1. **HOW TO ENTER:** Enter the 2016 Gracie Mansion Halloween Ticket Giveaway, (“Contest”) by one of two ways: 1) Online at www.nyc.gov/GracieHalloween, filling out the online entry form and following instructions for submitting an entry; or 2) by calling 311 and requesting entry to Gracie Mansion Halloween.

Entries must be received between 12:00 p.m. (ET) on Friday, October 14th, 2016, when the Contest begins, and 5:00 p.m. (ET) on Monday, October 17th, 2016, when the Contest ends. Limit one (1) entry per person and/or per e-mail address.

Incomplete entries will be disqualified.

The City of New York (“Contest Administrator”) will not correspond regarding receipt of entries. All entries submitted become the sole property of the Contest Administrator and will not be returned.

2. **ELIGIBILITY:** To enter the Contest, you must, at the time of entry, be a resident of New York City (the “Territory”), be 18 years of age or older and be physically located in the Territory. The Contest and any web sites, web pages and advertisements relating thereto are intended for viewing only within the Territory. Potential winners will be required to provide identification on the day of the event as part of the check-in process. Entries received from persons residing outside of the eligible geographic areas, or where restricted or prohibited by law, will be disqualified. Employees of the City of New York, and their respective parent companies, divisions, affiliates, subsidiaries, successors, assigns, officers, directors, employees, 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.

3. **DRAWING AND NOTIFICATION:** The Contest Administrator, whose decisions are final and binding in all matters relating to this Contest, will conduct random drawings of one thousand five hundred (1500) prize winners (“Winners”) on Tuesday, October 18th, 2016. Odds of winning the prizes depend on the number of eligible entries received. The potential prize Winners will be notified by telephone and/or email, at the Contest Administrator’s discretion. With respect to notification by e-mail, such notification will be deemed given when the Contest Administrator has sent an e-mail to the e-mail address provided by the potential Winner. Winners must confirm with Contest Administrator their attendance by 12:00 p.m. on Wednesday, October 26th. All notification requirements, as well as other requirements within these Official Rules, will be strictly enforced.

4. PRIZES: one thousand five hundred (1500) prizes (“Prizes”) are available.

PRIZE DETAILS and CONDITIONS: Each Prize consists of: four (4) tickets to the 2016 Gracie Mansion Halloween event. Minors attending the event must be accompanied by a parent or guardian. Each Winner must bring at least one minor, recommended age 6 to 10, as a guest. Winners will be provided with instructions on how to receive tickets upon receiving notification of winning in addition to those requirements outlined below. Any changes of date or venue may be made at the discretion of the Contest Administrator. Approximate Retail Value (ARV) of each Prize is \$0.

All Winners and their guests will be required to present government issued photo identification and their tickets no less than 15 minutes before their scheduled time slot on October 28th, 29th or 30th at the Gracie Mansion entry location stated on the ticket. All Winners and their guests will be subject to search at that time and required to present a Release of Liability and Prize Acceptance Form (except where prohibited) (the “Release”), and to provide such documents on behalf of any minor accompanying the Winner at that time and executed by a parent or legal guardian of the minor guest. Winners who are not the parent or legal guardian of a minor guest accompanying the Winner and are not accompanied by the parent or legal guardian of such minor must present a parental consent and indemnification in the form provided by the Contest Administration (the “Consent”) executed by a parent or legal guardian of the minor guest. No prize substitution or cash redemption is available, except at the Contest Administrator's sole discretion or as otherwise provided herein. All costs related to transportation costs and meals not specifically mentioned are solely the responsibility of the Winners. Contest Administrator reserves the right to substitute a prize of equal or greater value at its sole discretion. Prize is not transferable or assignable. In the event a Winner or his or her guest engages in behavior that is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Contest Administrator reserves the right to terminate the Winner's attendance early, in whole or in part, and send the Winner and/or his or her guest home with no further compensation.

5. RELEASES/TAXES: As a condition of winning any Prize, the Winner will be required to execute a Release, and to provide Releases or Consents, as required, on behalf of any guest or minor accompanying the Winner executed by such guest or the parent or legal guardian of a minor guest. All Releases and Consents must be executed prior to being admitted to the Halloween event. If such documents are not executed at the designated time, or if a Winner or guest is found to be ineligible, or if he/she does not comply with the Official Rules, then the potential winner will be disqualified and he or she and his or her guest(s) will not be admitted. Any unclaimed prizes will be awarded at the Contest Administrator's discretion. All applicable federal, state, local or other tax liabilities, including but not limited to use taxes and income taxes or like amounts in connection with a Winner's award, acceptance or use of a prize arising from this Contest will be the sole responsibility of the Winner.

6. PRIVACY: Except where prohibited by law, participation in this Contest and/or acceptance of a prize constitutes permission for the Contest Entities to use the Winner's, and the Winner's guests', name, photograph, likeness, statement,

biographical information, voice and address (city and state) on a worldwide basis and in all forms of media, in perpetuity and without further compensation in connection with this Contest. Entry in the Contest constitutes consent to the transfer of the personal information collected from the entrant to the Contest Administrator for the purposes of administering the Contest and for such other purposes to which entrant may consent as outlined herein or on the Contest Administrator's Web site and social media accounts. Contest Administrator may provide you with an opportunity to authorize use of your personal information to send you future information. By opting-in, you authorize the Contest Administrator to send such information to you. By entering the Contest, you also authorize Contest Administrator to provide your personal information to third party fulfillment companies so that such companies may process and deliver prizes to Winners.

7. CONTEST CONDITIONS: This Contest is subject to all applicable federal, state and local laws. By participating, entrants agree to be bound by these Official Rules and the decisions of the Contest Administrator, and waive any right to claim ambiguity in the Contest or these Official Rules. By entering, Winners and entrants also agree to release, discharge, indemnify and hold harmless Contest Entities and each of their respective officers, directors, employees, agents and representatives, from and against any claims, damages or liability due to any injuries, damages or losses to any person (including death) or property of any kind, resulting in whole or in part, directly or indirectly, from a) acceptance, possession, misuse or use of any prize or participation in any Contest-related activity or participation in this Contest, b) any malfunction or other problem with the Contest Web site, c) any error in the collection or retention of entry information, or d) any typographical or other error in the printing, offering or announcement of any prize.

8. LIMITATIONS OF LIABILITY: Contest Entities are not responsible for lost, late, misdirected, undeliverable or incomplete online, text or on-site entries due to system errors or failures or faulty transmissions or other telecommunications malfunctions; and/or online, text 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 at a Web 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 Web 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 the Contest Administrator, which corrupt or affect the administration, security, fairness, integrity, fulfillment or proper conduct of the Contest,

the Contest Administrator reserves the right at its sole discretion to terminate, modify or suspend the Contest and to select Winners by conducting a random drawing from those eligible entries received up to the termination/suspension date. Contest Administrator may also disqualify or prohibit an entrant from participating in the Contest or winning a prize in this or any other promotion conducted by the Contest Administrator 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-entry programs), or intending to annoy, abuse, threaten or harass any other entrants or Contest Administrator representatives. Any attempt by an entrant to deliberately damage the web site or undermine the legitimate operation of the Contest may be in violation of criminal and civil laws. Should such an attempt be made, Contest Administrator reserves the right to seek remedies and damages (including attorney 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 United States District Court 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 Contest Administrator 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 Winners or an additional copy of these Official Rules, send a self-addressed, stamped envelope by November 4th, 2016 to: 2016 Gracie Mansion Halloween Ticket Giveaway, 100 Gold Street, 2nd Floor, New York, NY 10038. Please specify "Rules" or "Winners List." You may also view the Official Rules at www.nyc.gov/GracieHalloween.