

New York City Emergency Management Department

165 Cadman Plaza East, Brooklyn, New York 11201

**READY NEW YORKER OF THE MONTH CONTEST
INSTRUCTIONS**

1. **OBJECTIVE:** The New York City Emergency Management Department (“NYCEM”) is sponsoring the Ready New Yorker of the Month Contest (the “Contest”). The Contest is open to all New York City residents 18 years of age and over. The purpose of the Contest is to educate New Yorkers on the importance of being prepared for emergencies in New York City.

2. **NO PURCHASE NECESSARY:** No purchase is required to apply for a prize under the Contest. This Contest is void where prohibited by law.

3. **ELIGIBILITY:** To be eligible,

- a. An Applicant must be a resident of either Manhattan, Brooklyn, Queens, Staten Island or the Bronx (“New York City”) and;
- b. An Applicant must be either a U.S. citizen or lawfully admitted to the United States for permanent residence under the Immigration and Nationality Act, and;
- c. An Applicant must be not less than 18 years of age as of the date the application is submitted;
- d. Upon request, the Applicant must provide proof of citizenship status and age, and evidence that he or she is a resident of New York City. Proof of residence can be demonstrated by tax returns or utility bills. Proof of age can be demonstrated by providing a copy of a New York State Driver License, Birth Certificate or Passport;
- e. Employees of the City of New York are not eligible to participate in this contest;
- f. Void where prohibited by law.

4. **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 his or her individual needs.)
- b. Receive a signed congratulatory letter from New York City Emergency Management Department Commissioner, Joseph J. Esposito;
- c. Have his or her first name and borough featured as winner of the month on the NYCEM website. Each month OEM will choose a winning entry.

5. **APPLICATION PROCESS:**

a. In order to enter this contest you must first read and agree to the following **INSTRUCTIONS**. Proceeding to enter the contest will indicate that you have read and agree with these **INSTRUCTIONS**. All applicants will be required to provide his or her first name, last name, mailing address, email address and phone number. An applicant must complete the following:

NAME: _____

ADDRESS: _____

BOROUGH _____ ZIP _____

EMAIL: _____

PHONE: _____

I AM 18 YEARS OF AGE OR OLDER _____

b. An Applicant must agree to the contest rules and instructions as listed below. In order to win the Ready New Yorker of the Month contest the applicant must read the Ready New York preparedness guide featured that month on the website. All applicants must then answer correctly each of the five multiple choice questions. The correct answers to those questions are to be found in the text of the featured Ready New York guide featured that month. Your test results will be revealed when you complete the five answers and select the submit button. The names of all those who answered correctly will be eligible to participate in a lottery. The winning name will be drawn from those eligible on the last business day of each month.

c. Only one application may be submitted per person per month. Contestants selected as winners are disqualified from applying to the Contest for any month subsequent to when he or she was selected as a winner.

d. All information contained in the application form and other material submitted shall be truthful and complete.

6. CONDITIONS OF PARTICIPATION

a. Applicants and prize recipients agree to release the City of New York, 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.

b. All Applicants must submit complete applications. Applicants who submit incomplete applications are not eligible for prizes.

c. All material submitted will not be returned and become the property of NYCEM. Confirmation of receipt will not be provided.

d. Prizes are non-assignable and not transferable, and are for personal use only. Each prize-winner must verify mailing address by return mail in order to receive the prize. If a prize recipient does not execute the Acknowledgement or otherwise does not comply with these INSTRUCTIONS such prize recipient may be disqualified and an alternative recipient may be selected.

7. CONTEST WINNERS

a. Contestants will be notified by email or phone within five (5) business days that they are winners and will be asked to verify their mailing address.

b. The winner will be required to reply by email or phone verifying his or her address within seven business days of receiving the notice that they have won.

c. The contest winner reaffirms his or her agreement with all of the terms and conditions set forth in these official contest instructions.

d. That the contest winner agrees to release the City of New York, NYC 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 Go Bags.

e. If NYC Emergency Management does not receive acknowledgement by email or phone within seven business days of the contest winner's notification that they have won, NYC Emergency Management reserves the right, in its sole discretion, to choose another contest winner.

f. NYC Emergency Management will ship the prize to the winning contestant within ten business days of receipt of the fully executed acknowledgement. NYC Emergency Management is not responsible for late, lost, stolen, illegible, incomplete, mutilated, destroyed, delayed, or postage due mail, misdirected faxes or electronic mail.

8. CONTEST SPONSOR RIGHTS and RESPONSIBILITIES

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

9. CONFIDENTIALITY: 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 of New York, 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.

NYCEM will endeavor, in accordance with applicable law, to protect from disclosure any confidential and/or proprietary information about the Applicant and its owners submitted as part of the application process.

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. 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.

10. **CONSIDERATION:** In consideration for the opportunity to participate in the Contest, each Applicant hereby grants the City of New York, and NYCEM the right, but not the obligation, to use Applicant's name, voice, likeness, and information about the Applicant for any and all promotional purposes related to the Contest, future similar Contests and sponsorship of such Contests by City of New York, and/or NYCEM in any and all media without further compensation and without further approval to the extent permitted by law. Applicants shall cooperate in allowing City of New York and NYCEM to obtain such likenesses and information. The Applicant also grants the City of New York and NYCEM permission to maintain all information collected from the Application to be used for any purposes related to marketing and research.

11. **GOVERNING LAW/JURISDICTION:** All issues and questions concerning the construction, validity, interpretation and enforceability of these INSTRUCTIONS and the rights and obligation applicants and NYCEM, in connection with the prizes 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, 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.

12. **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.