**DOWNTOWN VEGAS ALLIANCE**

**VEGAS PLAYCATION SOCIAL MEDIA CONTEST RULES**

**9/3/20**

1. Eligibility: The Vegas PLAYcation Social Media Contest is open to individual legal residents of the fifty (50) United States and Washington, D.C., who are at least eighteen (18) years of age or older at the time of entry (unless otherwise excluded by Sponsor in accordance with applicable law) who submit an entry by posting a photo along with the hashtag #VegasPlaycation. Entrants must be 18 as of their date of entry in this promotion in order to qualify. This Social Media Contest is subject to federal, state, and local laws and regulations and void where prohibited by law. The Downtown Vegas Alliance employees, its subsidiaries, affiliates, suppliers, partners, advertising and promotion agencies, and directors (collectively the “Employees”), as well as members of an Employees' immediate family and/or those living in the same household of Employees are ineligible to participate in the Vegas PLAYcation Social Media Contest.

2. Sponsorship. The sponsor is Downtown Vegas Alliance (“Sponsor”), located in Las Vegas, NV. Sponsor will conduct the Vegas PLAYcation Social Media Contest substantially as described in these Official Rules.

3. Agreement to Rules: By entering the Vegas PLAYcation Social Media Contest, the Entrant (“You”) agrees to abide by the Sponsor's Official Rules and decisions, which are fully and unconditionally binding in all respects. The Sponsor reserve the right to refuse, withdraw, or disqualify any entry at any time at the Sponsor’s sole discretion. By entering the Vegas PLAYcation Social Media Contest the You represents and warrants that You are eligible to participate based on eligibility requirements explained in the Official Rules. You also agree to accept the decisions of the Sponsor as final and binding as it relates to the content of the Vegas PLAYcation Social Media Contest.

4. Vegas PLAYcation Social Media Contest Entry Period: This promotion begins on September 24, 2020 at 6:00 am PST and ends on December 15, 2020 at 11:59 pm PST (“Entry Period”). To be eligible for the Vegas PLAYcation Social Media Contest, entries must be received within the specified Entry Period.

5. How to Enter: Eligible entrants can enter the Vegas PLAYcation Social Media Contest by submitting an entry by posting a photo on entrant’s Facebook, Instagram or Twitter account with the hash tag #DTLVPLAY. As a participant, your entry must fully meet all Vegas PLAYcation Social Media Contest requirements, as specified in the Official Rules, in order to be eligible to win a prize. Incomplete entries or those that do not adhere to the Official Rules or specifications will be disqualified at the Sponsor's sole discretion. Entrant’s may submit multiple entries during the Entry Period.

Fraudulent methods of entry or circumvention of the rules may result in the Sponsor invalidating your entries and removing them from the Vegas PLAYcation Social Media Contest at the Sponsor’s sole discretion.

6. Prizes: The Winner(s) of the Vegas PLAYcation Social Media Contest (the “Winner”) will receive prizes from downtown Las Vegas businesses with a value ranging between $20.00 and $50.00 USD. These prizes will be awarded on a weekly basis with one winner per week being randomly selected from all entrants. A Grand Prize will be selected from all entrants, regardless if they have already won a weekly prize. The Grand Prize is expected to have a value of $500.00 USD and will selected on December 16, 2020.

The actual/appraised prize value may differ at the time the prize is awarded. The prize(s) shall be determined solely by the Sponsor. There shall be no cash or other prize substitution permitted except at the Sponsor’s discretion. The prize is non-transferable. The Winner, upon acceptance of the prize, is solely responsible for all expenses related to the prize, including without limitation any and all local, state, and federal taxes as well as any necessary travel expenses. The Winner shall not transfer assignment of the prize to others nor shall the Winner request the cash equivalent or prize substitution. By accepting the prize, the selected Winner grants permission for the Sponsor to use the Winner’s likeness, entry, and name for purposes of advertising and trade without further compensation unless prohibited by law.

7. Odds: The total number of eligible entries received determines the odds of winning.

8. Selection and Notification of Winner: The Winner will be selected by a random generator under the supervision of the Sponsor. The prize will be selected on the Sunday of the week during the Entry Period and winner will be notified through their social media account by the following Monday no later than 11:59 pm PST. Winners are only eligible to receive the weekly prize once during the Entry Period. Winners will be given 72 hours to confirm interest and claim their prize from initial contact via notification on social media and 10 days to collect their prize once a claim has been made and contact information has been confirmed. The winner of the Grand Prize will be notified through their social media account by December 18, 2020 not later 11:59 pm PST.

The Sponsor is not responsible for nor shall have no liability for Winner’s failure to receive notices due to email security settings that may cause notifications to be marked as spam or junk email. Nor shall be Sponsor be liable for the Winner’s provision of incorrect or otherwise non-functioning contact information. If the Winner 1) fails to claim the prize within 72 hours from the time the award notification was sent on social media 2) fails to collect the prize within 10 days from the time the award notification was sent, 3) is found ineligible, or 4) does not complete and return an executed declaration and release within the specified timeframe, the prize may be forfeited and an alternate Winner may be selected. Receipt of the prize Vegas PLAYcation Social Media Contest by the Winner is upon the condition of compliance with any and all federal, state, and local laws and regulations. IF THE WINNER VIOLATES ANY OF THESE OFFICIAL RULES, THE WINNER (AT THE SPONSOR’S SOLE DISCRETION) WILL BE DISQUALIFIED, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

9. Rights Granted by You: By submitting an entry (e.g., text, video, photo, etc.) into this Vegas PLAYcation Social Media Contest, You understand and agree that the Sponsor, any individual acting on the Sponsor’s behalf, and the licensees successors, and assigns of the Sponsor shall, where permitted by law, have the right to print, publish, broadcast, distribute and use in any media known now or hereafter developed, in perpetuity, worldwide, and without limitation, your submission, name, photo, portrait, voice, likeness, image, statements about the Vegas PLAYcation Social Media Contest, and your biographical information for news, publicity, advertising, promotional purposes, trade, information, and public relations without any further notice, review, consent, compensation, or remuneration. Submissions must not violate anyone’s proprietary or intellectual property rights. Consequences for entries that infringe upon the intellectual property rights of others include disqualification of the participant and any claims that arise as a result of infringement (“You shall defend or settle against such claims at your sole expense, and You shall indemnify, defend and hold harmless the Sponsor from any suit, etc.)

10. Terms & Conditions: In its sole discretion, the Sponsor reserves the right to modify, suspend, cancel, or terminate the Vegas PLAYcation Social Media Contest should non-authorized human intervention, a bug or virus, fraud, or other causes beyond the Sponsor’s control, impact or corrupt the security, fairness, proper conduct, or administration of the Vegas PLAYcation Social Media Contest. The Sponsor and its partners, in the event of any of the above issues, may determine the Winner based on all eligible entries received prior to and/or after (if appropriate) the action taken by the Sponsor and its partners. Individuals who tamper with or attempt to tamper with the operation or entry process of the Vegas PLAYcation Social Media Contest or website or violates these Terms & Conditions will be disqualified by the Sponsor in its sole discretion. In its sole discretion, the Sponsor has the right to maintain the integrity of the Vegas PLAYcation Social Media Contest, to delete entrant posts or anyone’s comments on posts for any reason, including, but not limited to: adult or inappropriate content, language including foul language or discriminatory comments, or sales/marketing messaging. Attempts by any entrant to deliberately damage any website or undermine the legitimate operation of the Vegas PLAYcation Social Media Contest may be a violation of criminal and civil laws. If any such attempt is made, the Sponsor reserves the right to seek damages to the fullest extent permitted by law.

11. Limitation of Liability: Your entry into this Vegas PLAYcation Social Media Contest constitutes Your agreement to release and hold harmless the Sponsor and its subsidiaries, representatives, affiliates, partners, advertising and promotion agencies, successors, agents, assigns, directors, employees, and officers against and from any and all claims, liability, illness, injury, death, litigation, loss, or damages that may occur, directly or indirectly from participation in the Vegas PLAYcation Social Media Contest and/or the 1) Winner accepting, possessing, using, or misusing of any awarded prize or any portion thereof; 2) any type of technical failure; 3) the unavailability or inaccessibility of any transmissions, phone, or Internet service; 4) unauthorized intervention in any part of the entry process or the Promotion; 5) electronic error or human error in the Promotion administration or the processing of entries.

12. Disputes: THIS Vegas PLAYcation Social Media Contest IS GOVERNED BY THE LAWS OF THE UNITED STATES AND NEVADA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. The Entrant agrees, as a condition of participating in this promotion, that if any disputes cannot be resolved between the Entrant and the Sponsor, and if causes of action arise out of or are connected with this Vegas PLAYcation Social Media Contest, they shall be individually resolved exclusively before a court located in Las Vegas, Nevada having jurisdiction, without resorting to any form of class action. Under no circumstances in any such dispute shall the participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney’s fees, other than participant’s actual out-of-pocket expenses (i.e. costs associated with entering this

Vegas PLAYcation Social Media Contest. The participant waives all rights to have damages multiplied or increased.

13. Winners List: You may obtain a copy of the Winner’s name(s) or a copy of these Official Rules, by sending your request via mail with a stamped, self-addressed envelope to: The Downtown Vegas Alliance, PO Box 2321, Las Vegas, NV 89125. Requests must be postmarked no later than December 31, 2020 at 11:59 pm PST.

14. Social Media Channel-Specific Rules: The Vegas PLAYcation Social Media Contest hosted by the Downtown Vegas Alliance is in no way sponsored, endorsed, administered by, or associated with Facebook, Instagram or any other social media channel.

15. By submitting your entry to the Vegas PLAYcation Social Media Contest, You, the Entrant, have affirmatively reviewed, accepted, and agreed to all of the Official Rules.