

Ann Arbor SPARK “Tech Trek Photo Challenge” Sweepstakes

OFFICIAL TERMS AND CONDITIONS

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. OPEN TO RESIDENTS OF 50 UNITED STATES AND THE DISTRICT OF COLUMBIA. MUST BE AT LEAST 18 YEARS OF AGE.

ELIGIBILITY: The “Tech Trek Photo Challenge” Sweepstakes (the “Sweepstakes”) is open and offered only to legal residents of the 50 United States and D.C., who are 18 years or older at the time of entry (the “Entrants”). Employees of Ann Arbor SPARK are ineligible to enter or win. **Void outside of the United States and D.C., in Puerto Rico, and where prohibited or restricted by law.** Employees of Sponsor, its advertising and promotion agencies, suppliers and their immediate family members, and/or household members are not eligible to participate in the Sweepstakes.

SPONSOR/ADMINISTRATOR: The Sweepstakes is sponsored and administered by Ann Arbor SPARK, 201 S. Division, Suite 403, Ann Arbor, MI 48104 (the “Sponsor”).

SWEEPSTAKES PERIOD: Sweepstakes begins on June 07, 2019 at 10:00 a.m. Eastern Standard Time (“EST”), ends at 7:00 p.m. EST on June 07, 2019 (the “Sweepstakes Period”).

HOW TO ENTER: Take a photograph (your “Photograph”) during A2 Tech Trek (the “Event”) and post your Photograph to your Twitter account with the hashtags #A2TechTrek during the Sweepstakes Period. Entrants will receive one entry per photo posted. Sponsor reserves the right to disqualify any person that submits duplicate entries or creates multiple accounts to earn additional entries. Your account settings must be set to “unprotected” in order for your Tweets to be viewable by Sponsor and its agents. You may also enter the Sweepstakes without posting a photograph by sending an email to info@annarborusa.org and including your full name, address, city, state, zip code, day and evening telephone numbers, email address, and date of birth. Email entries must be received during the Sweepstakes Period. Email entries become the property of the Sponsor. The Sponsor is not responsible for: late, incomplete, incorrect, delayed, garbled, undelivered, or misdirected entries.

Photograph Guidelines:

Photographs cannot: (a) be sexually explicit or suggestive, violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain or reference nudity or any materially dangerous activity; (b) promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message; (c) be obscene or offensive, endorse any form of hate or hate group; (d) prominently feature trademarks, logos (except Sponsor’s and the Event participating companies’) or trade dress owned by others, or advertise or promote any brand or product (except Sponsor’s and Event participating companies’) of any kind, without permission, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses; (e) contain copyright materials owned by others without permission; or (f) contain materials embodying the names, likenesses, photographs, or other indicia

identifying any person, living or dead, without permission. Violations of the foregoing guidelines are determined in the sole discretion of Sponsor and will result in your disqualification.

Photograph Representation and Warranty:

By uploading a Photograph, you warrant and represent that: (v) the Photograph has not been previously published; (w) the Photograph has not received previous awards; (x) the Photograph is your original work and does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (y) the any persons depicted in your Photograph, or their parent or legal guardians if a minor, have given their consent to be photographed and for their likeness to be used in the Sweepstakes, and to be used as contemplated by these Official Terms and Conditions; and (z) publication of the Photograph via various media including Web posting and posting in social media, will not infringe on the rights of any third party. You agree to indemnify and hold harmless Sponsor from any claims to the contrary. Any Photograph that, in the sole opinion of Sponsor, is deemed to be inappropriate for publication or inclusion in the Sweepstakes for any reason, will be disqualified.

DRAWING, ODDS AND NOTIFICATION: Winners will be selected in a random drawing from among all eligible entries received by the Sponsor. The drawing will be conducted on or about June 18, 2018. Odds of winning will depend on the total number of eligible entries received throughout the Sweepstakes Period. The winners will be contacted by the Sponsor via through Twitter or email. Winners will have 48 hours to respond before being will be disqualified. If a winner is disqualified for failing to respond, Sponsor will select an alternate winner in accordance with this Drawing and Notification section.

PRIZES:

The **Grand Prize is** an TCL 49-Inch 4K Ultra HD Roku Smart LED TV. The Approximate Retail Value (“ARV”) of the total Grand Prize is \$370.

Additional prizes include the following:

- Graduate Ann Arbor Gift Basket (ARV \$300)
- Ann Arbor Marriott Ypsilanti at Eagle Crest One Night Stay (ARV \$150)
- Beer Grotto Gift Cards (ARV \$100)
- Lake Forest Golf Course – two 18-hole Rounds of Golf (ARV \$80)
- Produce Station Gift Card (ARV \$50)
- UMS Gift Card (ARV \$50)
- Bivouac - Gift Card (ARV \$25)
- Cherry Republic Gift Card (ARV \$25)
- Emagine Theater Tickets (ARV \$20)

RELEASE: By participating in the Sweepstakes, you agree to release and hold harmless Sponsor, and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents,

successors, assigns, employees, officers and directors (“Sweepstakes Parties”) and Twitter, Inc., from and against any liability, loss, litigation, damage, claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, that may occur, directly or indirectly, whether caused by negligence or not, from (i) your participation in the Sweepstakes and/or your acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Sweepstakes; and/or (v) electronic or human error which may occur in the administration of the Sweepstakes or the processing of entries..

RIGHTS IN PHOTOGRAPHS: In consideration of participant's Photograph being entered into the Sweepstakes, each participant hereby grants to the Sponsor a non-exclusive, transferable, worldwide, irrevocable, fully paid license to use, copy, sublicense, transmit, distribute, publicly perform, publish, edit, delete or display such Photograph, or any portion thereof, in any media now known or hereafter devised including, but not limited to, all forms of television and all forms of internet and wireless protocol without limitation and without any further right of approval or compensation. You authorize the Sponsor and any entities affiliated or in privity with the Sponsor, to utilize, for eternity and in any manner they see fit, the Photograph submitted to Sponsor and to make derivative works from such material. You agree that the results and proceeds of such use shall become the property of Sponsor and/or Sponsor’s licensees, and shall be freely assignable by Sponsor and that the Sweepstakes Parties and their assignees and licensees shall have no obligations whatsoever to you. Sponsor is not obligated to use any Photograph, even if you complete all necessary steps to be eligible for the Sweepstakes.

DISPUTES: By entering the Sweepstakes, you agree that: (a) any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards shall be limited to actual, provable out-of-pocket costs incurred, not to exceed \$25, including costs associated with entering the Sweepstakes but in no event attorneys' fees; and (c) under no circumstances will you be permitted to obtain any award for, and you hereby waives all rights to claim special, exemplary, indirect, punitive, incidental and consequential damages. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, shall be governed by, and construed in accordance with the laws of the state of Michigan without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the state of Michigan. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The value of the prizes set forth above represents Sponsor’s good faith determinations of the ARV thereof and such determinations are final and binding and cannot be appealed.

WINNERS LIST: A list of winners will be available by visiting <http://www.annarborusa.org> on or about July 15, 2019. The winners list will be available for at least thirty (30) days.

TERMS: Sponsor reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Sweepstakes should, in Sponsor's sole discretion, a fraud or other causes beyond its control corrupt or affect the administration, fairness or proper conduct of the Sweepstakes. In such case, Sponsor may select the recipients from all eligible entries received before and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or violates these Official Terms and Conditions. Sponsor has the right, in its sole discretion, to maintain the integrity of the Sweepstakes, to void entries for any reason, including, but not limited to: multiple entries, or the use of bots, macros, or scripts or other technical means for entering. Any attempt by an entrant to deliberately damage or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Twitter, Inc.

Abbreviated Terms and Conditions

No purchase necessary. Open to legal residents of the 50 U.S. (including D.C.), 18 years of age or older. Void where prohibited. All photographs must be posted and tagged with #A2TechTrek on Twitter by 7:00 p.m. EST on 6/7/19 to be eligible. Visit <http://www.annarborusa.org/rules> for the Official Terms and Conditions. Sponsored by Ann Arbor SPARK.