# OFFICIAL RULES FOR THE ATLANTA BELTLINE PARTNERSHIP "2016 MEMBERSHIP DRIVE" SWEEPSTAKES

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN, AND A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

These are the Official Rules for the Atlanta BeltLine Partnership "2016 Membership Sweepstakes" (the "Sweepstakes").

# 1. Eligibility

The Sweepstakes is open only to legal residents of the 48 contiguous United States and the District of Columbia, who are at least eighteen (18) years old at the time of entry. Employees and directors of Atlanta BeltLine Partnership, Inc. and its parent, subsidiaries, divisions, affiliates, and advertising or promotional agencies or individuals involved with the design, production, execution or distribution of the Sweepstakes and the immediate family and household members of such individuals, are not eligible to enter or win. "Immediate family members" shall mean parents, stepparents, children, stepchildren, siblings, stepsiblings, or spouses, regardless of where they live. "Household members" shall mean people who share the same residence at least three months a year, whether related or not. In order to enter the Sweepstakes or receive the prize, you must fully comply with the Official Rules and, by entering, you represent and warrant that you agree to be bound by these Official Rules and the decisions of the Sponsor, whose decisions shall be binding and final in all respects relating to this Sweepstakes.

# 2. Sponsor

The Sponsor of the Sweepstakes is Atlanta BeltLine Partnership, Inc., 112 Krog St. NE, Suite 14, Atlanta, GA 30307.

### 3. How to Enter

There are two means of entering the Sweepstakes. Simply visit <u>http://www.buildthebeltline.org/</u> during the Sweepstakes period, sign up to become a member of the Atlanta BeltLine Partnership, and select your preferred prize. Alternatively, you may enter by sending a hand-printed letter (no mechanical reproductions), postmarked no later than December 15, 2016, with your name, address, email address and phone number to Atlanta BeltLine Partnership, Inc., 112 Krog St. NE, Suite 14, Atlanta, GA 30307. Limit one entry per person, per email address and per mailing address.

# 4. Sweepstakes Period

The Sweepstakes will start on 12:01 a.m. (Eastern) on November 16, 2016 and end at 11:59 p.m. (Eastern) on December 15, 2016 (the "Sweepstakes Period").

# 5. Prizes

There will be a total of three (3) prizes awarded: (a) a custom-commissioned Tiny Door designed and created by Karen Anderson; (b) a 2017 Atlanta BeltLine Lantern Parade "experience" with Chantelle Rytter and the Krewe of the Grateful Gluttons and (c) a fixed-gear, single speed Mantra bicycle. The approximate retail value of each prize is as follows: Prize (a): \$2,500; Prize (b): \$1,500; Prize (c): \$349.99. Prizes are non-transferable and no substitution will be made except as provided herein or at the Sponsor's sole discretion. Winner is responsible for all taxes and fees associated with prize receipt and/or use. All federal, state, and local tax liabilities, as well as any other costs and expenses not specified herein as being awarded are the sole responsibility of the winner. Winner may be required to complete and return an IRS W-9 form (Request for Taxpayer Identification Number and Certification). A prize will be awarded to a potential prize winner only if the potential prize winner fully complies with these Official Rules.

# 8. Winner Determination and Odds of Winning

During the Sweepstakes Period, Sponsor will select three (3) entries in a random drawing of all valid entries received. EACH POTENTIAL WINNER WILL BE NOTIFIED BY EMAIL AND WILL BE REQUIRED TO RESPOND VIA EMAIL

WITHIN 48 HOURS OF NOTIFICATION. Each potential winner must fully follow the initial prize claim instructions and any subsequent prize claim instructions, or the prize will be forfeited in its entirety. It is recommended that you routinely check your "Spam" folder for messages from the Sponsor regarding the Sweepstakes. Sponsor's decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners shall be final and binding. Odds of winning depend on the number of eligible entries received up to the time of the drawing. Limit of one prize per person. NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN, AND A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

9. POTENTIAL SWEEPSTAKES WINNER IS SUBJECT TO VERIFICATION BY SPONSOR. SPONSOR'S DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE ADMINISTRATION, OPERATION, SELECTION OF THE WINNER AND OTHER MATTERS RELATED TO THE SWEEPSTAKES.

# 10. Verification of Potential Winner

Potential winner may be required to complete and return an Affidavit of Eligibility, Release of Liability and Publicity Release (where permitted by law) (collectively, the "Affidavit") by the date specified by Sponsor, or an alternate potential winner may be selected. In the event: (a) potential winner cannot be reached for whatever reason after a reasonable effort has been made or the potential winner notification or Affidavit is returned as undeliverable; (b) potential winner declines or cannot accept, receive or use the prize for any reason; (c) of noncompliance with the above or within any of the aforesaid time periods; (d) potential winner is found to be ineligible to enter the Sweepstakes or receive the prize; (e) potential winner cannot or does not comply with the Official Rules; or (f) potential winner fails to fulfill the Affidavit-related obligations, the potential winner shall be disqualified from the Sweepstakes and an alternate potential winner may be selected, at Sponsor's sole discretion, from among the other eligible entries received. Sponsor reserves the right to modify the notification and Affidavit procedures in connection with the selection of an alternate potential winner, if any.

## 11. Entry Conditions and Release

Each entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of Sponsor, which are binding and final in all matters relating to this Sweepstakes; (b) defend, indemnify, release and hold harmless the Sponsor and its parent, subsidiary and affiliated companies, celebrities, and any other person and organization responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Sweepstakes, acceptance, possession, attendance at, defect in, delivery of, inability to use, use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry. WINNERS ACKNOWLEDGE THAT ALL PRIZES ARE AWARDED AS-IS WITHOUT WARRANTY OF ANY KIND.

# 12. Publicity

Except where prohibited or restricted by law, winner's acceptance of a prize constitutes the winner's agreement and consent for Sponsor and any of their designees to use and/or publish winner's full name, city and state of residence, image or other likenesses, pictures, portraits, video, voice, testimonials, biographical information (in whole or in part), and/or statements made by winner regarding the Sweepstakes or Sponsor, worldwide and in perpetuity for any and all purposes, including, but not limited to, advertising, trade and/or promotion on behalf of Sponsor, in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronic, cable, or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval.

## 13. General Conditions

Sponsor and its subsidiaries, affiliates, divisions, partners, representatives, agents, successors, assigns, employees, officers and directors shall not have any obligation or responsibility, including any responsibility to award any prize to entrants, with regard to: (a) entries that contain inaccurate information or do not comply with or violate the Official Rules; (b) entries, prize claims or notifications that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind; (c) entrants who have committed fraud or deception in entering or participating in the Sweepstakes or claiming the prize; (d) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties; (e) any inability of the winner to accept, receive or use a prize for any reason; (f) if a prize cannot be awarded due to delays or interruptions caused by acts of God, natural disasters, terrorism, weather or any other similar event beyond Sponsor's reasonable control; or (g) any damages, injuries or losses of any kind caused by any prize or resulting from awarding, acceptance, possession, use, misuse, loss or misdirection of any prize or resulting from participating in this Sweepstakes or any promotion or prize related activities. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be (i) tampering with the entry process or the operation of the Sweepstakes or with any Website promoting the Sweepstakes; (ii) acting in violation of the Official Rules; or (iii) entering or attempting to enter the Sweepstakes multiple times through the use of multiple email addresses or the use of any robotic or automated devices to submit entries. If Sponsor determines, in its sole discretion, that technical difficulties or unforeseen events compromise the integrity or viability of the Sweepstakes, Sponsor reserves the right to void the entries at issue, and/or to terminate the relevant portion of the Sweepstakes (including the entire Sweepstakes), and/or to modify the Sweepstakes and/or to award prizes from all eligible entries received as of the Sweepstakes termination date.

### 14. Limitations of Liability

The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Sweepstakes; (d) technical or human error in the administration of the Sweepstakes or the processing of registrations; or (e) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's registration is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes (if the Sweepstakes Period has not then expired). No more than the stated number of each prize will be awarded.

# 15. Disputes and Liability Limitations

Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (b) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate Georgia State Court located in Fulton County, Georgia; (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (d) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with,

the laws of the State of Georgia, without giving effect to any choice of law or conflict of law rules (whether of the State of Georgia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Georgia.

### 16. Entrant's Personal Information

Information collected from entrants is subject to the Sponsor's Privacy Policy, which is available at \_\_\_\_\_\_.

For Sweepstakes results send a hand-printed, self-addressed, stamped envelope to **Winners List** - Atlanta BeltLine Partnership "2016 Membership Sweepstakes", Attn. Natalie Aiken, 112 Krog St. NE, Suite 14, Atlanta, GA 30307. Requests for the winner list must be received by December 31, 2016.

<sup>17.</sup> Sweepstakes Results