TERMS AND CONDITIONS

FOR TELL US WHY YOU LOVE WORKING DOWNTOWN PROMOTION:

- Promotion is open only to employees in Downtown Norfolk as of the date of the promotion.
- Must provide proof of employment and a valid identification in order to claim prize.
- The DNC will randomly select one (1) winner on each of the following dates: May 8, May 15, May 22, and May 29, 2023.
- Winners will be contacted by the DNC via contact information provided through the Facebook entry or via direct message on Instagram.
- All submissions, comments, entries, etc., become the property of the DNC, and the DNC may use the submission, comments, or entries for future marketing purposes and promotions, in the DNC's sole discretion.
- This promotion is not open to employees of the DNC, and no prize will be awarded to any DNC employee.
- Prizes are as stated and may not be altered or exchanged for perceived value or cash. The prize is non-transferable and may not be exchanged for any other prize.
- The winner is solely responsible for any expenses in connection with the prize not expressly described herein as being awarded, including without limitation, federal, state or local taxes, and any additional expenses not described herein as being associated with the acceptance of the prize.
- All applicable federal, state and local laws apply. No entry fee, payment, or proof of purchase is necessary to enter the promotion. Void where prohibited.
- All decisions of the DNC with respect to this promotion are final and binding in all respects.
- The DNC has the right, in its sole discretion, to void any entry that appears to have been made by a person not meeting the eligibility requirements, or to be an automated or duplicate entry, and has the right to permanently disqualify any person it believes has violated these rules. If, for any reason, the promotion is not capable of being run or implemented as planned, including but not limited to, as the result of infection by computer viruses or bugs, tampering, unauthorized intervention, fraud, or any other cause which is likely to, or actually corrupts, or affects the administration, security, fairness, or integrity of the promotion, then DNC reserves the right, in its sole discretion, to withdraw the transmission of any entry and/or to terminate or suspend the promotion at any point and declare a winner based upon the eligible entries received up to that point.
- By accepting the prize, the winners agree that the DNC, its affiliates, and any other entity or person involved in the development or administration of the promotion, and each of their respective directors, officers, employees, agents, representatives, or assigns (collectively, the "DNC Parties"), are not responsible and shall not be held liable for: (i) any condition caused by events beyond the control of DNC that may cause the contest to be disrupted or cancelled, (ii) unauthorized human intervention in any part of the operating of the contest or in the process of selecting the winners, (iii) technical or human error which may occur in the administration of the contest or the selection of the winners, (iv) any injuries losses, or damages of any king caused by the prize or resulting from the acceptance, possession, redemption or use of the prize, or (v) any printing or typographical errors in any materials associated with the promotion.

- The DNC Parties are not responsible for any human or other errors or problems of any kind, for any injury or damage to participants or to any person's computer or mobile phone relating to or resulting from entering or downloading materials or software in connection with the promotion, or for entries that are stolen, misdirected, garbled, delated, lost, or late. By participating, each individual agrees to release and hold the DNC Parties harmless against any and all claims and liability of any kind arising in whole or in part, directly or indirectly, out of their participation in the promotion, or the acceptance, use, misuse, or possession of any prize received in this promotion.
- This promotion, and any issues that arise hereunder, including, but not limited to issues of validity, interpretations, obligations, performance, or otherwise, shall be governed exclusively by the laws of the Commonwealth of Virginia. Any and all suits arising out of this promotion shall be maintained in the appropriate court of competent jurisdiction in the City of Norfolk, Virginia, or the U.S. District Court for the Eastern District of Virginia, Norfolk Division.
- See Facebook's promotion policies here for reference.
- See Instagram's promotion policies <u>here</u> for reference.

Any attempt to deliberately damage any online service, mobile service, or website, tamper with the voting process or equipment, or otherwise undermine the legitimate operation of this promotion is a violation of criminal and civil laws. Should such an attempt be made, the DNC Parties reserve the right to seek damages and/or other remedies from any such person to the fullest extent permitted by law.