

## **#DTLAIRL ARTISTS CHALLENGE OFFICIAL RULES**

#DTLAIRL Artists Challenge Official Rules Sponsored by the Downtown Center Business Improvement District. The "#DTLAIRL Artists Challenge" (the "Challenge") begins on November 5, 2018 at 12:00 a.m. Pacific Standard Time ("PST") and ends on November 18, 2018 at 11:59 p.m. PST (the "Challenge Period"). NO PURCHASE NECESSARY TO ENTER OR WIN. NO ENTRY FEE. VOID WHERE PROHIBITED. VALID IN THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA ONLY. ENTRY IN THIS CONTEST CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES.

1. CHALLENGE: The entry period for the Contest begins on November 5, 2018 at 12:00 a.m. Pacific Standard Time ("PST") and ends on November 18, 2018 at 11:59 p.m. PST (the "Challenge Period"). During this period, the public may enter Submission Concepts (defined below). On or about November 19, 2018, Downtown Center Business Improvement District will determine and announce the winners of the Challenge, and the prizes will be awarded in accordance with these Official Rules (the "Official Rules").

2. BINDING AGREEMENT: In order to enter the Challenge, you must agree to these Official Rules. Therefore, please read these Official Rules prior to entry to ensure you understand and agree. You agree that submission of a Submission Concept in the Challenge constitutes agreement to these Official Rules. You may not submit a Submission Concept to the Challenge and are not eligible to receive the prize described in these Official Rules unless you agree to these Official Rules. These Official Rules form a binding legal agreement between you and Downtown Center Business Improvement District with respect to the Challenge.

3. ELIGIBILITY: The Challenge is open only to legal residents of any of the fifty (50) states of the United States and the District of Columbia (excluding Puerto Rico and U.S. territories) who, as of the date of entry, are 18 years of age or older at the time of entry. Employees of Downtown Center Business Improvement District and its respective affiliates, subsidiaries, advertising agencies, promotion, fulfillment and other coordinating agencies, and the immediate family members and/or household members of any such persons or entities are not eligible to participate in the Challenge. The Challenge is subject to all applicable federal, state and local laws and regulations and void where prohibited or restricted by law.

4. HOW TO ENTER: During the Challenge Period, you may enter the Challenge by posting before the end of the Challenge Period as many original concepts as you like via the following methods: (1) visit the @downtown\_la Instagram, accessible at [https://www.instagram.com/downtown\\_la](https://www.instagram.com/downtown_la) (the "Downtown LA IG Account") and (a) follow the account and (b) like the #DTLAIRL Artists Challenge photo posted on November 5, 2018; (2) go directly to the challenge page found <https://www.downtownla.com/blog/uncategorized/dtlairl-artists-challenge> and follow the instructions to complete an entry; (3) upload your photo(s) to a public Instagram account using the hashtag #DTLAIRL and tagging the account @downtown\_la. Each submission is referred to as an "Entry." Each Entry must meet the "Entry Requirements" described below. All Entries must be successfully submitted during the Challenge Entry Period to be eligible for the Challenge. Any use of robotic, automatic, programmed or similar entry methods will void all such entries by such methods. Entrants violating any of these Official Rules may be disqualified.

5. ENTRY REQUIREMENTS: Entrant's Entry must be original, of entrant's own creation, and must not have been entered in any other competition or promotion not associated with #DTLAIRL Artists Challenge, or any other competitions or promotions conducted by Downtown Center Business Improvement District. Any Entry that, in Downtown Center Business Improvement District's sole and absolute discretion (i) is obscene, profane, lewd or defamatory; (ii) includes a commercial solicitation or promotional materials, or address, phone number, or URL address; (iii) does not meet the requirements outlined in these Official

Rules; (iv) includes branded items or otherwise may, in Downtown Center Business Improvement District's sole and absolute discretion, infringe on a third parties trademark or copyright rights; (v) is not in keeping with DTLA's image, or (vi) is otherwise objectionable, may not be considered and may be disqualified by Downtown Center Business Improvement District. Entrant represents and warrants that entrant's Entry (i) is original, of entrant's own creation, (vii) has not been entered in any other competition or promotion anywhere in the world, including other competitions or promotions conducted by Downtown Center Business Improvement District (viii) does not violate the intellectual property or proprietary rights of other parties. Entrant further indemnifies and holds Downtown Center Business Improvement District harmless for any potential entry that may be alleged to be copyright and/or trademark infringement as more fully described in section 9 below. Entrant understands that any such allegation of copyright and/or trademark infringement by a third party will immediately disqualify the Entry from this Challenge. Entrant hereby agrees not to instigate, support, maintain or authorize any action, claim or lawsuit against Downtown Center Business Improvement District or any other person on the grounds that any use of any Entry as provided herein, infringes any of entrant's rights as the creator of the Entry as provided herein including, without limitation, trademark rights, copyrights and moral rights or "droit moral." By submitting an Entry, entrant hereby grants Downtown Center Business Improvement District and its affiliates, subsidiaries, successors, assigns, licensees, sub-licensees, agents and representatives an irrevocable, worldwide, royalty-free, unrestricted, perpetual sub-licensable (through multiple tiers) and transferable right and license to use, copy, transmit, publish or otherwise distribute, modify, create derivative works based upon, incorporate into other works, publicly perform and display the Entry or any portion thereof, in or through any medium, whether now known or hereafter created (including, but not limited to, on the Downtown LA website, social media channel and other websites owned or controlled by Downtown Center Business Improvement District, its affiliates or anyone acting on Downtown Center Business Improvement District's authority, and in Downtown Center Business Improvement District's e-mails, Facebook, Instagram or Twitter), for any and all lawful purposes, and agrees to execute documents, instruments or agreements confirming such right and license at Downtown Center Business Improvement District's reasonable request. Nothing herein shall constitute an employment, joint venture, or partnership relationship between entrant and Downtown Center Business Improvement District. Directions will be provided on the #DTLAIRL Artists Challenge Page for the specific format requirements and uploading instructions for your Entry. All Entries must comply with Instagram's terms of use, as applicable, and these Official Rules.

6. WINNER SELECTION: All eligible Entries will evaluated by the Downtown Business Improvement District staff, who in its sole discretion, reserves the right at any time to disqualify an Entry that fails to comply with these Official Rules.

- (a) Finalist Selection Period: During the Finalist Selection Period, Entries will judged by a panel of Downtown Center Business Improvement District employees according to the following criteria: originality, creativity, quality of presentation and how well the Entry identifies and captures "What does #dtlaIRL mean to me?" At the judges' sole discretion and based on the Judging Criteria listed here, the judges will select up to four (4) finalists from the eligible Entries to be awarded a stipend and feature in the DTLA IRL Holiday Pop Up space. Decisions of the judges will be final. Downtown Center Business Improvement District will not correspond with entrants about the decisions of the judges or the determination of the finalists other than expressly provided in these Official Rules.
- (b) Submission Guidelines: All eligible entries must answer the question, "What does #dtlaIRL mean to me?"; should be submitted in the form of sketches/drawings/mockups; or as a written description with images if submitting existing work; should be scalable and able to be executed on either a wall space (interior walls, dressing rooms walls, etc.), or painted directly on the exterior paneling above the shop windows.

7. WINNER NOTIFICATION: The potential challenge winner(s) will be notified by Downtown Center Business Improvement District via e-mail. Except where prohibited by law, the winner will be required to sign and return an affidavit of eligibility and publicity/liability release within 24 hours of notification and provide any additional information that may be required by Downtown Center Business Improvement District. Downtown Center Business Improvement District shall have no liability for any potential winning notification that is lost, intercepted or not received by any potential winner for any reason. If a selected winner cannot be contacted, is ineligible, fails to claim a stipend and/or where applicable an affidavit of eligibility and publicity/liability release is not timely received, is incomplete or modified, the prize may be forfeited and an alternate winner may be selected from remaining valid, eligible entries timely submitted. In the event of a dispute regarding who submitted an entry, the entry will be deemed submitted by the authorized account holder of the e-mail address connected with the Instagram account from which the entry was sent. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Selection and notification of winners will be made on or about November 20, 2018 by 11:59 p.m. PST.

8. PRIZES: The prizes to be awarded from the Challenge are described below. Up to four (4) artists will be selected by Downtown Center Business Improvement District according to the judging criteria described above and will receive a) a \$250 stipend, and b) feature of concept/artwork in the #dtlaIRL holiday pop up. The winning concept(s) will be featured on Instagram.com/downtown\_la with credit to the artist(s), and may be used for marketing and communications purposes in media channels such as, but not limited to Downtown Center Business Improvement District's Facebook, Twitter, email communications, website and more, at the sole discretion of Downtown Center Business Improvement District, without additional compensation. Total prize pool is up to \$1000.00. The winning artist(s) are responsible for all expenses not listed in these rules, including any travel expense and parking, and for payment of any applicable federal, state, and/or local taxes. The prize winner is also responsible for compliance with any applicable federal, state, and/or local laws and/or regulations. Prizes are not transferable. In the event that the stipend(s) cannot be awarded due to circumstances outside Downtown Center Business Improvement District's control, an alternate prize of equal value may be substituted at the sole discretion of Downtown Center Business Improvement District. Cash redemption, exchange or substitution is not allowed except at the sole discretion of Downtown Center Business Improvement District.

9. GENERAL RULES: The Challenge is offered by Downtown Center Business Improvement District, which is not responsible for (i) late, lost, delayed, damaged, postage-due, incomplete, illegible, misdirected or undeliverable entries, responses, or other correspondence, whether by e-mail or postal mail or otherwise; (ii) theft, destruction, unauthorized access to or alterations of entry materials; (iii) phone, electrical, network, computer, hardware, software program or transmission malfunctions, failures or difficulties; or (iv) any fees charged by any Internet Service Provider. By participating in the Challenge, entrants agree to waive, release, indemnify, defend and hold harmless Downtown Center Business Improvement District and its parent, affiliated companies and subsidiaries and their directors, officers, employees, Downtown Center Business Improvement District's agents, including advertising and Challenge agencies, and assigns, and any other organizations related to the Challenge, including, but not limited to, Instagram, (together, the "Indemnified Parties"), from and against, any claims, injuries (including death), loss, expenses or damages and/or liabilities of any nature that in any way arise in whole or in part from the acceptance, possession, use or enjoyment of a prize or parts thereof, participation in the Challenge, or in any prize-related activity, including, without limitation, any (i) claim of copyright and/or trademark infringement, and/or for the unauthorized use of a name, individual or likeness (ii) condition caused by events beyond Downtown Center Business Improvement District's control that may cause the

Challenge to be disrupted or corrupted, (iii) injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of the prize, or acceptance, possession, or use of the prize, or from participation in the Challenge, (iv) printing or typographical errors in any materials associated with the Challenge, or (v) electronic, network or computer failures or malfunctions, or other hardware, software or technical errors of any kind, including any injury or damage to any person's computer related to, or resulting from, participation in the Challenge or for other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Challenge, including, without limitation, errors or difficulties which may occur in connection with the administration of the Challenge, that the Indemnified Parties may suffer, incur or be required to pay, to the extent arising out of or relation to, or brought on behalf of any third party. Further, entrants shall hold the Indemnified Parties harmless from any claims and/or damages for any injuries to either person (including but not limited to entrant or any support staff, agent, employee or contractor of entrant) or property (including but not limited to entrant's personal property, and equipment, whether owned or rented) resulting from or occurring during entrant's participation in this Challenge. IN NO EVENT WILL DOWNTOWN CENTER BUSINESS IMPROVEMENT DISTRICT BE LIABLE TO ENTRANTS FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH ENTRANTS' PARTICIPATION IN THE CONTEST, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT TEMPE CENTER FOR THE ARTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

10. ADDITIONAL CONDITIONS: Except where prohibited, by winning any prize, artist(s) consent to the use of his/her name, photo and/or likeness, biographical information, entry materials and statements attributed to winner for advertising and promotional purposes, including without limitation, inclusion in Downtown Center Business Improvement District newsletters, the Downtown LA Facebook Page, Twitter, Instagram and Downtown LA website at [downtownla.com](http://downtownla.com), without additional compensation. Downtown Center Business Improvement District reserves the right, in its sole discretion, to cancel, modify or suspend the Challenge in whole or in part, in the event of fraud, technical or other difficulties or if the integrity of the Challenge is compromised, without liability to the entrant. Downtown Center Business Improvement District reserves the right in its sole and absolute discretion to disqualify any individual that (i) tampers or attempts to tamper with the entry process or the operation of the Challenge or the Downtown LA Instagram Account; (ii) violates these Official Rules; or (iii) acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any attempt by any person to deliberately undermine the legitimate operation of the Challenge may be a violation of criminal and civil law, and, should such an attempt be made, Downtown Center Business Improvement District reserves the right to seek damages from any such person to the fullest extent permitted by law. Downtown Center Business Improvement District's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. As stated above, the Challenge is void where prohibited or restricted by law. By participating in the Challenge, you acknowledge that you have read these Official Rules and agree to abide by them and by the decisions of Downtown Center Business Improvement District, which are final and binding on all matters pertaining to the Challenge.

11. LAWSUITS: This Challenge is subject to all applicable federal, state, and local laws and regulations. This Challenge is governed by the laws of the State of California. In the event of any dispute regarding this Challenge, entrants agree that such disputes shall be resolved by arbitration in Los Angeles, California.

12. **PERSONAL INFORMATION:** Downtown Center Business Improvement District may collect personal data about entrants online. By participating in the Challenge, entrants hereby agree to Downtown Center Business Improvement District's collection and use of their personal information.

13. **DISCLAIMER:** The Challenge is in no way sponsored, endorsed or administered by, or associated with Instagram. By participating in the Challenge, you acknowledge and agree that you are providing your entry information to Downtown Center Business Improvement District and not to Instagram.

14. **REQUEST FOR INFORMATION:** Additional information may be obtained upon request directed to Downtown Center Business Improvement District, 600 Wilshire Blvd, Suite 870, Los Angeles, CA 90017; 210.624.2146; E-mail: [econdev@downtownla.com](mailto:econdev@downtownla.com)