

#SavortheFlavors Photo Contest Official Rules

VOID WHERE PROHIBITED. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. If you participate in the #Savor the Flavors Photo Contest ("Contest") with a smart phone, message and data rates may apply; you should contact your wireless provider for pricing details.

This Contest is sponsored by Cultural Tourism DC, Inc., 700 12th Street, NW, Suite 700, Washington, DC 20005 ("we" or "us"). We organize and present the annual Passport DC festival ("Festival") in Washington, DC. The Prizes, detailed below, are provided by Cultural Tourism DC, Inc.

By participating in the Contest, you agree to comply with these Official Rules. We will not consider any entry that does not comply with these Official Rules.

1. When to Enter:

The Contest begins May 1, 2021 at 12:01 am EDT and ends at 11:59 pm EDT on May 31, 2021 ("Entry Period").

2. How to Enter:

- Take an original photo of a meal you received, as dine in or takeout, from any restaurant participating in [Savor the Flavors of Passport DC](#) Photo Contest ("Photo");
- Follow @culturaltourism on Instagram or Facebook; and
- Upload your Photo to your public Instagram or Facebook account with a brief caption describing the meal, the restaurant and date you enjoyed the meal. Use the hashtag #SavortheFlavorsPDC in the caption and tag @CulturalTourismDC.

3. Restrictions. To enter the Contest, you:

- Must be at least 21 years old and a United States resident. You may not enter if you reside in Tennessee or if you are our employee, independent contractor, one of our officers or directors, or working for one of our affiliate members, subsidiaries, advertising promotion and fulfillment agencies or legal advisors, or their immediate family members and living in the same household of these persons.
- May submit only one Entry per restaurant via your public Instagram or Facebook account. We will not accept Entries via private accounts.
- Must include #SavortheFlavorsPDC in your caption and tag @CulturalTourismDC and @RAMW to be a valid Entry.
- Must submit your Entry during the Entry Period. Once you submit your Entry, you may not delete, cancel, or modify that Entry.
- Must submit via your Instagram or Facebook account. If there is a dispute about who submitted a winning Entry, the winner will be the authorized account holder of the Instagram or Facebook account used to enter the Contest.
- Must warrant that your Entry: 1) is original; 2) does not violate any third party's proprietary or intellectual property rights or privacy rights; 3) does not contain any

obscene, indecent, or profane images or language or illegal acts; 4) does not contain any copyrighted works owned by others or other trademarks besides those belonging to us; and 5) if your Entry shows: a) adults, you have the permission of each of those adults to appear in the Photo and to be published in the Contest; or b) children, you are the parent or legal guardian of those children or have the permission of each child's parent or legal guardian to appear in your Photo and to be published in the Contest.

- Acknowledge that we may, without compensating you, publish your Entry on our social media pages and on our website for up to one year after the end of the Contest.

4. How We Select and Notify Winners.

- After the end of the Entry Period, we will select, at random, three winners from all eligible Entries.
- Your odds of winning depend on the total number of eligible Entries that you submit and the total number of eligible Entries that we receive. The random selection is final, and we will not entertain any correspondence about that selection.
- If your Entry wins, we will, on or before June 15, 2021, notify you by direct message via Instagram or Facebook or via a comment on your Entry post ("Award Notice"). We are not responsible or liable for late, lost, misdirected, or unsuccessful efforts to notify you if you win.
- If you win, you will be required to sign and return a publicity consent and release before we can provide you with the prize. The consent and release, when signed, will allow us, without additional compensation, to use your name, voice or likeness and your Entry irrevocably, perpetually, and worldwide for any purpose and in any media (known or later developed), and to release your name to anyone requesting information about the Contest winner. If you do not claim the prize or fail to return to us a signed publicity consent and release within 14 calendar days of the Award Notice, we may award the prize to another person.

5. Prizes. The three Contest winners will each receive a \$150 gift card to the restaurant of their choice. We will not offer an alternative prize, cash equivalent or other substitute prize. If you win, you may not direct us to give anyone else the Prize.

6. General Terms and Conditions. By entering the Contest, you acknowledge that:

- We, our agents and representatives, and entities associated with the Contest are not responsible or liable for: 1) late, lost, delayed, damaged, misdirected, incomplete, illegible, or unintelligible Entries; 2) electronic, hardware or software program, network, internet, or computer malfunctions, failures, or difficulties of any kind; 3) failed, incomplete, garbled, or delayed computer transmissions; 4) any condition caused by events beyond our control; or 5) any printing or typographical errors in any materials associated with the Contest.
- We may collect, store, and use information collected from the Contest in accordance with our Privacy Policy. We are not responsible for Instagram's privacy policy (<https://www.instagram.com/about/legal/privacy/>) or for Facebook's privacy policy (<https://www.facebook.com/about/privacy/>).

- You will indemnify and defend us and our respective shareholders, agents and representatives, and entities associated with the Contest (including without limitation Instagram and Facebook), to the extent permitted by law from any and all losses, damages or claims arising from or related to third party claims related to your Entry.
- Any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Contest will be resolved individually, without resort to any form of class action, exclusively before a court located in the District of Columbia. In any such dispute, neither party may seek or be liable for incidental or consequential damages. You also waive all rights to have damages multiplied or increased. Cultural Tourism DC's liability is limited to the value of one (1) winning gift certificate.
- Instagram and Facebook are not affiliated with this Contest and do not administer, sponsor, endorse or assume any liability for Entries or the Contest. By entering the Contest, you completely release Instagram and Facebook from any and all liability in connection with this Contest.
- We may modify these Official Rules at any time without notice. We may cancel, suspend, or change the Contest or any element of the Contest for any reason.
- These Official Rules are governed by and construed in accordance with the laws of the District of Columbia without giving effect to any choice of law or conflict of law rules or provisions.

To obtain the names of Contest winners, send a stamped, self-addressed envelope to Winner List, #SavortheFlavorsPDC Photo Contest, 700 12th Street, NW, Suite 700, Washington, DC 20005.