

## **NAME OF GIVEAWAY:**

### **WATERFRONT MURAL ACTIVATION MARKETING CAMPAIGN (2024)**

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

1. **Eligibility:** This Campaign is open only to those who are **18 years of age or older** as of the date of entry, as evidenced by a valid governmental issued photo ID card. The Campaign is only open to legal residents of **Pennsylvania** and is void where prohibited by law. Employees of The Waterfront and its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the “Employees”), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Campaign. The Campaign is subject to all applicable federal, state, and local laws and regulations.

2. **Agreement to Rules:** By participating, the Contestant (“You”) agrees to be fully and unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements set forth in Section 1 above. In addition, you agree to accept the decisions by The Waterfront as final and binding as it relates to the content of this Campaign.

3. **Campaign Period:** Entries will be accepted on the designated The Waterfront Facebook page found at <https://www.facebook.com/TheWaterfront> and on the Instagram page found at <https://www.instagram.com/waterfrontpgh/?hl=en> **starting on June 21, 2024 at 8am EDT and ending September 12, 2024 at 11:59pm EDT.**

4. **How to Enter:** During the Campaign Period, be sure to follow us on Facebook or Instagram and follow these three steps: Step 1 - SNAP a picture of the Waterfront mural on the side of Barnes & Noble next to the Homestead Grays Bridge. Step 2 - TAG The Waterfront on Facebook @TheWaterfront or on Instagram @waterfrontpgh. Step 3 - SHARE your picture of The Waterfront mural using #waterfrontpgh. Entries will be accepted starting June 21, 2024 through September 12, 2024. **One commenter will be randomly chosen on Monday, September 16, 2024, and will be contacted via social media.**

The Waterfront, as sponsor, is not responsible for entries that are not received for any reason, or for entries that are received, but are not decipherable for any reason. Each entry must fulfill all Campaign requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of The Waterfront. **You may only enter once on each giveaway day on Facebook or Instagram.** You must provide the information requested.

You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of The Waterfront.

5. **Prize:** One Winner of the Campaign will receive a **\$1,500 Gift Card to one to three participating Waterfront stores or restaurants.** The prize will be delivered in the form of an e-gift card and sent to the winner via email to an email address provided by the Winner.

**Waterfront Participating stores are:**

AMC Theatres; Appalachian Running Company; Barnes & Noble; Bath & Body Works; Bravo Italian Kitchen, BURGATORY; Carhartt; Carter's; The Children's Place; Claire's; The Crazy Mason; Dave & Buster's; Dick's Sporting Goods; DSW; DXL Big & Tall; Ethan Allen; Famous Footwear; Fine Wine & Good Spirits (must be 21 to redeem); GNC; Improv; Jimmy John's; Journeys; LOFT; Marshalls; Men's Warehouse; Michael's; Old Navy; P.F. Chang's; Paint Monkey; Panera; Petco; Primanti Bros.; Rally House; Rocket Fizz; Ross Dress for Less; Scrubs & Beyond; Shoe Fly; Shorty's; Starbucks; Sunglass Hut; T.J. Maxx; Torrid; ULTA; Urban Air Adventure Park; Verizon; and Yankee Candle.

Actual/appraised value may differ at the time of prize award. The specifics of the prize shall be solely determined by The Waterfront. **No cash or other prize substitution shall be permitted except at The Waterfront.** The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of the Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. **Acceptance of prize constitutes permission for The Waterfront to identify the Winner by Winner's name, likeness, and entry for purposes of advertising and trade without further compensation unless prohibited by law.**

6. **Odds:** The odds of winning depend on the number of eligible entries received.

7. **Winner Selection and Notification:** Winner will be selected randomly by a Waterfront partner. The Winner will be notified via Facebook or Instagram message within five (5) days following selection of Winner. The Waterfront shall have no liability for Winner's failure to receive notices due to spam, junk e-mail, or other security/privacy settings or for Winner's provision of incorrect or otherwise non-functioning contact information. **If Winner cannot be contacted, is ineligible, fails to claim the prize within 24 hours from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited, and an alternate Winner may be selected.** Receipt by The Winner of the prize

offered in this Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY THE WINNER (AT THE WATERFRONT'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS THE WINNER WILL BE IMMEDIATELY TERMINATED.

**8. Rights Granted by You:** By entering this contest with your submissions (e.g., photo, video, text, etc.), You understand and agree that The Waterfront, anyone acting on behalf of The Waterfront, and The Waterfront's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notice, review, or consent. By entering this contest with submissions, you represent and warrant that your entry and submission is an original work of authorship and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property rights of another, you will be disqualified at the sole discretion of The Waterfront. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, you shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless The Waterfront from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which The Waterfront may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

**9. Terms & Conditions:** The Waterfront reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond The Waterfront's control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, The Waterfront may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by The Waterfront. The Waterfront reserves the right, in its sole discretion, to disqualify any individual who tampers with or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions. The Waterfront has the right, in its sole discretion, to maintain the integrity of the Campaign, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Campaign rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a

violation of criminal and civil laws. Should such an attempt be made, The Waterfront reserves the right to seek damages to the fullest extent permitted by law.

**10. Limitation of Liability:** By entering, You agree to release and hold The Waterfront and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors (collectively the “Released Parties”) from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, arising out of: (i) such entrant’s participation in the Campaign and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries, no matter how caused or by whose act or omission to act.

**11. Disputes:** THIS CAMPAIGN IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND PENNSYLVANIA, WITHOUT REFERENCE TO THE CONFLICTS OF LAW PROVISIONS THEREOF. As a condition of participating in this Campaign, participant agrees that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Pennsylvania having jurisdiction over the matter. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, with any such award being limited to participant’s actual out-of-pocket expenses (i.e. costs associated with entering this Campaign).

**12. Code of Conduct:** Information submitted with an entry is subject to the Code of Conduct stated on The Waterfront website. To read the Code of Conduct, visit <https://www.waterfrontpgh.com/>, scroll down to bottom of home page and click Code of Conduct.

**13. Winners List:** To obtain a copy of the Winner’s username or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to Dodier & Co 1745 E. River Rd. Ste. 201 Tucson, AZ 85718. Requests must be received no later than August 1, 2024.

**14. Sponsor:** The Sponsor of the Campaign is The Waterfront, 149 W. Bridge Street Homestead, PA 15120.

**15. Facebook/Instagram: The Campaign hosted by The Waterfront is in no way sponsored, endorsed, administered by, or associated with Facebook, Instagram, or Meta.** Facebook, Instagram, and Meta are not responsible for anything that may happen to followers who participate in this contest.