

**CCDC FIND YOUR JOY  
INSTAGRAM PROMOTION**

**OFFICIAL RULES**

**Sponsor:** The sponsor of the **CCDC Find Your Joy Promotion** (the “**Promotion**”) is **CityCenterDC** (the “**Sponsor**”), 825 10<sup>th</sup> Street NW, Washington, DC 2000. (202) 289-9000.

**Eligibility:** The Promotion is open to legal U.S. residents who are 18 or older. Employees, officers, members, and directors of Sponsor, or any of its parents, affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment, and marketing agencies, website providers, web masters, and members of their immediate families (spouses, parents, siblings and children, regardless of where they live) and those living in the same household are not eligible to enter or win. By submitting an entry, entrant agrees, fully and unconditionally to these Official Rules and to Sponsor’s decisions, which are final and binding in all matters related to the Promotion. Winning the Prize (as defined below) is contingent upon fulfilling all requirements set forth herein. Sponsor reserves the right to verify the eligibility of winners. **NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.** Void where prohibited by law and outside of the District of Columbia. Subject to all federal, state and local laws, regulations, and ordinances.

**Entry Period:** The Promotion begins on November 25, 2019 at 12:01 am Eastern Time (“**ET**”) and ends on January 31, 2019 at 11:59 pm ET (the “**Entry Period**”). During the Entry Period, Entrant must complete the steps under “**How to Enter**” below to be eligible and officially entered for the drawing. Sponsor’s computer is the official time keeping device for this Promotion.

**How to Enter:** To enter the Promotion, entrant shall do the following during the Entry Period: (1) post a photo of how they find joy at CityCenterDC on Instagram, (2) use the hashtag “FindYourJoyDC”, (3) follow “CityCenterDC” on Instagram. **To enter the Promotion, the entrant’s Instagram profile must either be public or CityCenterDC must be following the entrant.** Automated and/or third party entries are prohibited and will be disqualified.

**Selection of Winner:** On or around February 9, 2020 Sponsor and a committee will review all eligible entries received and will choose the winning entry. The winner of the promotion (the “**Winner**”) and will entitled to receive the Prize (defined below) upon verification of eligibility. The odds of winning are based on the number of eligible entries received and selection is not based on the entrant’s skill, knowledge, or talent. An entrant shall not be entitled to any prize unless and until entrant’s eligibility has been verified and Sponsor has notified entrant of such verification. The Winner will be notified via Instagram on or around February 9, 2020. If Winner cannot be contacted via Instagram after the first attempt to contact such Winner, or in the event that Winner is disqualified for any reason, Sponsor will award the Prize to an alternate winner selected by a random drawing from among all remaining eligible entries. Only two (2) alternate winners will be selected, after which any remaining prizes will remain un-awarded. Sponsor may be contacted at its address or phone number above to obtain the name of the Winner.

**Prize:** One (1) VISA Gift Card having a cash value of Five Hundred and No/00 Dollars (\$500.00)(the “**Prize**”) will be awarded to the Winner upon completion of verification of eligibility by Sponsor.

**Prize Restrictions:** Any and all applicable federal, state, and local taxes and all fees and expenses related to acceptance and use of the Prize not specifically stated herein are the sole responsibility of the individual Prize winner. Prize cannot be substituted, assigned, transferred, or redeemed for cash; however, Sponsor reserves the right to make equivalent prize substitutions at its sole discretion. Sponsor will not replace any lost or stolen prize. Prize cannot be used in conjunction with any other promotion or offer.

**General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor’s reasonable control impairs the integrity or proper functioning of the Promotion, as determined by Sponsor in its sole discretion. Sponsor and its agencies are not responsible for lost, late, incomplete, damaged, stolen, misdirected, or illegible entries; lost, interrupted, or unavailable network, server, or other

connections, garbled transmissions or miscommunications, telephone transmission problems; computer or software malfunctions or damage to a user's computer equipment (software or hardware); technical failures; or other errors or malfunctions of any kind whether human, mechanical, electronic, or otherwise. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

By entering the Promotion, the entrant represents, acknowledges and warrants that the submitted photo and/or entry is an original work created solely by entrant, that the entry does not infringe on any copyrights, trademarks, moral rights, rights of privacy/publicity or intellectual property rights of any person or entity; and that no other person has any right, title, claim or interest in the entry. The entry must not, in the sole and absolute discretion of Sponsor, contain any content that is obscene, provocative, defamatory, sexually explicit, or otherwise objectionable or inappropriate content. Entries deemed inappropriate will be disqualified from the Promotion.

ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be attempting to tamper with or undermine the entry process, any sweepstakes-related community's website, and/or the legitimate operation of the Promotion; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. If, for any reason, the Promotion is not capable of running as planned, Sponsor may, in its sole discretion, void any suspect entries and (a) cancel or terminate the Promotion (or any portion thereof); (b) modify the Promotion or suspend the Promotion to address the impairment and then resume the Promotion in a manner that best conforms to the spirit of these Official Rules; or (c) award the Prize at random from among the eligible, non-suspect entries received up to the time of the impairment.

**Release and Limitations of Liability:** By participating in this Promotion, entrants agree that Sponsor and its affiliates, subsidiaries, members, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, web masters, and their respective officers, directors, employees, representatives and agents (the "**Released Parties**") are not responsible for: (1) 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 Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error that may occur in the administration of the Promotion or the processing of entries; or (5) 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 Promotion or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Promotion, provided that if it is not possible to award another entry due to discontinuance of the Promotion, or any part of it, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

BY PARTICIPATING IN THIS PROMOTION, ENTRANTS AGREE THAT THE RELEASED PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE, ENTRY, OR PARTICIPATION IN THIS PROMOTION OR IN ANY PROMOTION RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM.

BY PARTICIPATING IN THIS PROMOTION, PARTICIPANTS AGREE THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY PROMOTION-RELATED WEBSITE (THE “WEBSITES”), OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY SUCH SITE.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PROMOTION, INCLUDING THE WEBSITES AND ALL PRIZES, ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATION OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

**Publicity.** EXCEPT WHERE PROHIBITED BY LAW, WINNER GRANTS TO SPONSOR (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF SPONSOR), ITS SUBSIDIARIES, AFFILIATES, MEMBERS, RETAILERS, DISTRIBUTORS, ADVERTISING AND PROMOTION AGENCIES, SUPPLIERS, AND THOSE ACTING PURSUANT TO ITS AUTHORITY, THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST, AND USE, WORLDWIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, INCLUDING BUT NOT LIMITED TO THE WORLD WIDE WEB, AT ANY TIME OR TIMES, WINNER’S NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, AND BIOGRAPHICAL INFORMATION FOR ADVERTISING, TRADE, AND PROMOTIONAL PURPOSES (INCLUDING THE ANNOUNCEMENT OF HIS OR HER NAME ON TELEVISION OR RADIO BROADCAST) WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION, OR NOTIFICATION. ENTRANTS AGREE THAT SPONSOR SHALL OWN THE ENTRIES, WHICH WILL NOT BE ACKNOWLEDGED OR RETURNED, AND THAT SPONSOR AND ITS DESIGNEES SHALL HAVE THE PERPETUAL, WORLDWIDE RIGHT TO EDIT, PUBLISH, AND USE THE ENTRIES IN ANY WAY AND IN ANY MEDIA FOR TRADE, ADVERTISING, PROMOTIONAL, AND/OR OTHER PURPOSES AS SPONSOR AND/OR ITS DESIGNEES MAY DETERMINE WITHOUT FURTHER CONSIDERATION TO ENTRANTS OR ANY THIRD PARTY.

**Disputes.** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the District of the District of Columbia or the appropriate state court located in the District of Columbia; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys’ fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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. 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 Promotion, shall be 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 (whether of the District of Columbia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the District of Columbia.