

Official Rules and Terms of Agreement

- NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT IMPROVE ENTRANT'S CHANCES OF WINNING.
- VOID WHERE PROHIBITED BY LAW.
- THIS IS A SKILL-BASED CONTEST.
- AFFIDAVIT OF ELIGIBILITY / RELEASE OF LIABILITY / PRIZE ACCEPTANCE AGREEMENT MAY BE REQUIRED.
- ALL ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.
- ENTRANTS GRANT SPONSOR AN UNRESTRICTED LICENSE TO USE ANY AND ALL CONTENT SUBMITTED AS PART OF THIS CONTEST ("SUBMISSION").
- INDIVIDUAL ENTRANTS OR AT LEAST ONE MEMBER OF AN ENTRANT TEAM MUST BE ABLE TO ATTEND THE CIVIC INNOVATION CHALLENGE GRAND FINALE CEREMONY ON MAY 9, 2019 BE ELIGIBLE FOR PRIZE. LOCATION TO BE DETERMINED.
- BY ENTERING (OR OTHERWISE PARTICIPATING) IN THIS CONTEST, CONTESTANTS (DEFINED BELOW) AGREE TO THESE OFFICIAL RULES, WHICH CREATE A BINDING CONTRACT SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, SUCH CONTRACT INCLUDES GRANTS OF RIGHTS AND INDEMNITIES TO THIS CONTEST ENTITIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. DESCRIPTION OF THIS CONTEST: Mayor Byron W. Brown's Civic Innovation Eco Challenge 2019 ("Contest") is designed to encourage developers, designers, and creators to innovate around the theme of clean and green technology by creating a working desktop, mobile, or web app, or other technical solution or device. The **Grand Prize will be awarded to the one (1) best entry submitted that could have a positive environmental impact on energy usage, water quality or usage, waste reduction or diversion, recycling, emissions, transportation, sustainability or related field.** Second and Third Prizes will also be awarded. Two (2) Side prizes ("Side Prize(s)") will also be awarded for the best use of the Esri platform and best use of Open Data Buffalo as described in the Side Prizes section below. All winning Submissions will be as determined by the Judges (defined below) in accordance with the Judging Criteria below and these Official Rules and are subject to verification.

2. ELIGIBILITY: Limit one (1) entry per entrant. Entries may be submitted by an individual or a team composed of 2-5 individuals. Each individual member of the team must meet the eligibility requirements set forth herein. The term "Entrant" as used in these Official Rules refers to an individual Entrant, each eligible individual on the team and/or the team that submits an entry. One (1) person can enter only once in this Contest, whether as an individual or as part of a team. If an entry is submitted by a team, the team must designate one individual member of the team as the Team leader. The Team leader shall be responsible for submitting the entry on behalf of the team, designating all members of the team with the entry Submission and corresponding with the Sponsor when applicable. If one (1) team member fails the eligibility requirements, then the entire team's Submission will be disqualified. Each team member shall be deemed to have jointly and

severally made and entered into all of the representations, warranties and agreements contained herein and shall be jointly and severally obligated and bound thereby. Except as otherwise expressly set forth herein, all of the Sponsor's rights pursuant to these Official Rules relate to and are exercisable against each team member.

Entrants, whether as an individual or a team, must have at least one team member either be a resident of Western New York or a student at a Western New York high school, college, or university at time of entry. For the purposes of this Challenge, Western New York includes: Erie, Niagara, Chautauqua, Cattaraugus, Genesee, Orleans, Wyoming, Allegany, Monroe, and Livingston counties.

All team members must be persons who are legal residents and physically located in one (1) of the fifty (50) United States or District of Columbia and who are at least eighteen (18) years old at time of entry (except Alabama and Nebraska residents must be at least nineteen (19) years old at time of entry and Mississippi residents must be at least twenty-one (21) years old at time of entry).

Persons who are any of the following are not eligible to participate or win the prize offered: (a) any employee of the City of Buffalo, New York; (b) employees, officers, or directors of AT&T Mobility, LLC, its parent company and affiliate and subsidiary companies, participating advertising and promotion agencies; (c) employees, officers, or directors of Environmental Systems Research Institute, Inc. (Esri), its parent company and affiliate and subsidiary companies, participating advertising and promotion agencies; and (d) immediate family members (defined as parents, children, siblings and spouse, regardless of where they reside) and/or those living in the same household (defined as those living in the same household shall mean people who share the same residence at least three (3) months a year, whether legally related or not) as any person in (a, b, or c) above.

3. **HOW TO ENTER:** To enter this Contest, visit <https://www.buffaloinnovates.com> ("Website") and fill out a submission form between Wednesday, February 20, 2019 at 11AM EST and April 22, 2019 at 11:59:59 PM EST ("Submission Period"). Sponsor's designated clock is the official time clock of this Contest. Entry application must include full and accurate contact information for Entrant (including all members of team if entering as a team), a written description of your Technology ("Written Description") and a video of your prototype of your Technology ("Summary Video"). Each entry must comply with the Submission Guidelines (defined below) set forth below. A Submission may, in Sponsor's sole and absolute discretion, be rejected if it fails to follow the technical, creative, and legal requirements disclosed on the Website and in these Official Rules. Those who do not follow all of the instructions, provide the required information in their entry form, or abide by these Official Rules or other instructions of Sponsor may be disqualified at Sponsor's sole and absolute discretion. All entries that are late, illegible, incomplete, damaged, destroyed, forged, infringe on the copyright, trademark, privacy, publicity, or other intellectual rights of any third party person or entity, or otherwise not in compliance with the Official Rules may be disqualified from this Contest at Sponsor's sole and absolute discretion. Entries generated by script, macro or other automated means and entries by any means which subvert the entry process are void. All entries become the physical property of Sponsor and will not be acknowledged or returned. Assurance of delivery of entries is the sole responsibility of the Entrant. In the event of a dispute as to the identity of any Entrant who submits an entry, the entry will be deemed submitted by the account holder of the email or other account (e.g., Facebook)

from which it was sent but only if such person is otherwise eligible. The “account holder” is the person assigned an email address or username by the entity responsible for assigning it (e.g., Yahoo). Winners may be required to show proof of being the registered account holder. If a dispute cannot be resolved to the Sponsor’s satisfaction, the entry will be deemed ineligible. Sponsor and affiliated entities are not responsible for lost, misdirected, misplaced, stolen, tampered with, deleted, or invalid entries.

4. **SUBMISSION GUIDELINES:** In addition to the provisions set forth herein, each entry must also comply with the following guidelines or will be subject to disqualification (“Submission Guidelines”):

- a. Written Description and Summary Video must be in English.
- b. The Summary Video must be no more than three (3) minutes long
- c. The Summary Video must include a demo of the Technology and include voiceover or narrative by person on screen explaining the demo.
- d. Entry must be submitted with the following information: Entrant’s contact information (including each team member’s full name, telephone number, email address, physical mailing address, and country of residence).
- e. The Entry provides a link to a working desktop, mobile, or web app. If solution is not a software application but a technical device or other technical solution, the description and summary video demonstrating the technology will satisfy this requirement.
- f. Entrant must submit a link to code, if applicable.
- g. If selected as a finalist (1st- 3rd), at least one member of the team must be available to attend the Grand Finale Prize Announcement in the City of Buffalo the afternoon of Wednesday, May 9, 2019.

In addition to the requirements set forth above, each entry must comply with the following:

1. The entry must be the Entrant’s original work and created solely by the Entrant. Further, the entry must not infringe the copyright, trademark, privacy, publicity, or other intellectual rights of any third party person or entity.
2. The entry must not contain any content or material that is lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, obscene, violent, racist, derogatory or discriminatory on the basis of race, creed, color, national origin, sexual orientation, gender identity or expression, military status, age, sex, disability, marital status, or familial status or otherwise inappropriate or objectionable, as determined by the Judges and/or Sponsor in their sole and absolute discretion.
3. The entry must not contain any personally identifiable information of any person other than the Entrant. Should the Entrant include personally identifiable information about him/herself in the entry, Entrant acknowledges and agrees that such information may be disclosed publicly and Entrant is solely responsible for any consequences thereof.
4. The entry must not contain any commercial content or logos of any third party person or entity other than Sponsor.
5. Entries that are lewd, obscene, pornographic, disparaging of the Sponsor or otherwise contain objectionable material may be disqualified in the Sponsor’s sole and absolute discretion.

6. Entries cannot and will not promote any activity that is unsafe, hazardous, dangerous or prohibited by law. The Judges and/or Sponsor reserve the right to disqualify at any time, any entry that they determine, in their sole and absolute discretion does not meet the requirements of the Official Rules or is inappropriate for any reason. Proof of submission does not constitute proof of receipt.
7. No background artwork should appear in the Submission unless it is an original work of the Entrant. Any artwork, murals, etc. that can be seen in the Submission must be created solely by the Entrant or Entrant must be the sole owner of all copyright interests therein.
8. Submissions may only include original music created and performed solely by Entrant (i.e., songs must be composed, lyrics written and performed by Entrant). Submissions that include any other songs or recordings are inappropriate and will be subject to disqualification.
9. Submissions must comply with these Official Rules and any Terms of Use posted on the Website and meet all specifications or requirements called for on the Website and other advertising for this Contest.
10. The Submission must have been created after February 20, 2019.

5. **JUDGING:** After the conclusion of the Submission Period, all entries will be judged by a panel of experts (“Judges”) based on the following judging criteria (the “Judging Criteria”), with each Judging Criteria being equally weighted:

- a. Community Benefit;
- b. Creativity/Novelty;
- c. User-friendly Design;
- d. Functionality; and
- e. Demo/Description

Based on the total score the Judges assign to each Submission using the Judging Criteria, a Grand Prize winner, 2nd place winner, and 3rd place winner (“Winners”) will be ultimately selected by the Judges, subject to confirmation that the potential finalist(s) have met the eligibility requirements and complied with these Official Rules. If there is a tie after the Judges apply the Judging Criteria, Sponsor will bring in a tie breaking Judge to apply the same Judging Criteria to break the tie and determine the Winner(s).

6. **JUDGING PROCESS:** All eligible entries submitted during the Submission Period will be judged by a panel of Judges who will evaluate and score the eligible Entries based on the Judging Criteria. The five (5) Winners will be notified by email or telephone on or about Friday, May 3, 2019. Within two (2) business days, Winners must respond and confirm their participation and their availability to attend the Grand Finale Prize Ceremony. Failure to respond during this time frame may lead to forfeiture of any prize money, at the sole and absolute discretion of Sponsor.

SIDE PRIZES: Any Submission that utilizes a link to a working desktop, mobile, or web app that uses the ArcGIS platform and/or ArcGIS API for JavaScript and Third-Party libraries and/or ArcGIS Online Templates, provided through a subscription to <http://developers.arcgis.com> or an ArcGIS Online Organizational Subscription, will be eligible for a Side Prize for the best use of the Esri Platform. The app must be accessible through a URL, in each case, as determined by Judge(s)

and follow all submission guidelines of main Contest. The Judge for this Side Prize will be a representative of Environmental Systems Research Institute, Inc. (Esri), 380 New York Street, Redlands, California 92373 USA.

Any Submission that utilizes the Sponsor's open data available at the Open Data Buffalo website (<https://data.buffalony.gov>) will be eligible for a Side Prize for the best use of Open Data Buffalo.

Judges shall vote for each Side Prize using the same Judging Criteria outlined above. For avoidance of doubt, a Side Prize winner can also be a winner of any of the other prizes mentioned herein.

7. PRIZES:

CIVIC INNOVATION ECO CHALLENGE 2019 AWARDED PRIZES:

- i) One (1) Grand Prize: \$7,000 in the form of a check.
 - ii) One (1) Second Prize: \$2,000 in the form of a check.
 - iii) One (1) Third Prize: \$1,000 in the form of a check.
 - iv) One (1) Side Prize for best use of Esri Platform: \$1,000 in the form of a check.
 - v) One (1) Side Prize for best use of Open Data Buffalo: \$1,000 in the form of a check.
- TOTAL ARV OF ALL PRIZES: \$12,000

In the event that a winning entry was submitted by a team, the Prize must be divided equally between team members. Sponsor is not responsible for any disputes among team members concerning the prize or prize components. Only the stated number of prizes in these Official Rules will be awarded. All expenses, in whatsoever form or nature, attributed to Entrant's participation in this Contest shall be borne solely by Entrant and Entrant shall not seek reimbursement from Sponsor. If an inadequate number of qualified winning Entries are received to award the prizes or some of the prizes, Sponsor reserves the right to: (a) not award any prize to any entry; or (b) award fewer than the number of prizes stated above.

Prizes are non-transferable, with no cash redemptions, equivalents or substitutions except at Sponsor's sole and absolute discretion. All prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion. Prize details and availability are subject to change and Sponsor's rules and restrictions. In the event a winner engages in behavior that (as determined by Sponsor or any prize provider in its or their sole and absolute discretion) is obnoxious, inappropriate, or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the right to receive a prize. All prize(s) are awarded "AS IS" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Prize winner(s) shall be solely responsible for all federal, state, and/or local taxes, and for any other fees or costs associated with the prize(s) they receive, regardless of whether they, in whole or in part, are used. The ARV of the prize(s) is based on available information provided to Sponsor and the value of any prize awarded to a winner may be reported for tax purposes as required by law. The winners may be required to provide Sponsor with a valid social security number before the prize(s) will be awarded for tax reporting purposes. An IRS Form 1099 may be issued in the name of winners. Unclaimed prize(s) will be forfeited.

8. **INTELLECTUAL PROPERTY MATTERS:** With the exception of the use of any Sponsor materials, the intellectual and industrial property rights to each entry, if any, and all inventions, patents, patent applications, designs, copyrights, trademarks, trade secrets, software, source code, object code, processes, formulae, ideas, methods, know-how, techniques, devices, creative works, works of authorship, publications, and/or other intellectual property, if any, will remain with the Entrant. Notwithstanding the foregoing, and as a condition of participation in this Contest, Entrant, upon submission of his/her/their Submission to this Contest, irrevocably grants to Sponsor, and each of its licensees, successors and assigns, the non-exclusive, perpetual, royalty-free, no-cost license and right to use and otherwise exploit the Submission, and all images, text and materials included or depicted therein, in whole or in part, in any manner or medium now or hereafter known or devised (including, without limitation, CDs, streaming media, film, television, videocassettes, print, interactive devices, mobile media, Internet and on-line systems), throughout the universe and in any and all languages, including, without limitation, the right to display, reproduce, recreate, record, perform, exhibit, distribute, copy, edit, change, modify, add to, subtract from, re-title and adapt the same, to combine it with other material and otherwise use and exploit it without having to give any compensation or attribution to Entrants or any third party, except for the awarding of the prize to the winner in this Contest, for the purposes of governmental use of the idea or concept demonstrated by the Submission. Entrants agree that during the Entry Period, they shall not make, and shall not permit, any other public use, display or distribution of the Submissions, and they shall maintain all rights without encumbrances so that, if Sponsor desires, Entrants can assign all rights in and to Submissions if selected as a Finalist/winner. Sponsor, and each of its successors, assigns and licensees, will have the right to make unlimited derivative works of Submissions, to assign or transfer any or all of Sponsor's granted rights and to grant unlimited, multiple-level sublicenses. Without limiting any of the foregoing, Sponsor shall also have the right to use the Submissions submitted as part of this Contest, and all images, text and materials included or depicted therein (if any), in any merchandising, advertising, marketing, promotion or for any other governmental, commercial, non-commercial, or other purpose in Sponsor's sole and absolute discretion. Entrants hereby forever waive and relinquish all "moral rights (droit moral)" now or hereafter recognized in connection with Submissions submitted as part of this Contest. Entrants acknowledge that as a condition of participating in this Contest and/or being selected as a winner, Sponsor may request that the Entrant's Submission, and any rights therein, be assigned to Sponsor and Entrants may be required to confirm such assignment by completing and submitting the Affidavit and Release (and any other documents reasonably required by Sponsor) or such Entrant will otherwise be disqualified from receiving his/her prize(s). Entrants must maintain the ability to assign all such rights to Sponsor free of any encumbrances, limitations, restrictions or third party obligations. Entrants agree that Sponsor shall have the sole and absolute discretion in determining the extent and manner of use of Submissions and are not obligated to use any Submission. Entrants agree that Sponsor, nor its agents, directors, officers, employees, representatives, successors and assigns shall be responsible for return or preservation of the Submissions submitted. All Submissions that are posted on the Website or elsewhere are available to be publically viewed by anyone with access to the Internet.

9. **CONDITIONS OF PARTICIPATION:** Submission of entry into this Contest deems that Entrants agree to be bound by the terms of these Official Rules and by the decisions of Sponsor, which are final and binding on all matters pertaining to this Contest. Return of any prize/prize

notification may result in disqualification and selection of an alternate winner, as applicable and if time permits. Potential prize winners may be required to sign and return an Affidavit and Release at any time thereafter (as requested by Sponsor) as a condition to receiving the prize. Failure to comply with this requirement may result in disqualification and potential selection of an alternate winner. Sponsor may document and film Grand Prize Ceremony and Entrants' participation therein by any means, including by taking photographs, video/film recordings, and/or sound recordings. By participating, each Entrant consents to such activities and grants Sponsor and its agencies permission to use, in perpetuity and by any means, the results of such activities for any purpose, including, without limitation, for advertising and promotional purposes, without any obligation, notice or additional compensation, unless prohibited by law. Entrant's participation and services in connection with such activities shall be deemed a work-made-for-hire for Sponsor, as such term is understood in copyright law. Acceptance of any prize constitutes permission for, and winners' consent to, Sponsor its agents, directors, officers, employees, representatives, successors and assigns, to use a winner's name, photograph, biographical information and/or likeness and entry in any all forms of media and by any and all means (now and hereafter known), throughout the world, in perpetuity, for any purpose, including, without limitation, for advertising and promotional purposes, without any obligation, notice or additional compensation, unless prohibited by law. To the extent permitted by law, Entrants agree to indemnify, defend and hold harmless Sponsor, its agents, directors, officers, employees, representatives, successors and assigns from any injury, damage, causes of action, costs, including but not limited to, attorney's fees, caused or claimed to be caused by, related to or arising from Entrants participation in this Contest and/or use or acceptance of any prize won. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of this Contest or in the announcement of the prize. An Entrant may be prohibited from participating in this Contest if, in the Sponsor's sole and absolute discretion, it reasonably believes that the Entrant has attempted to undermine the legitimate operation of this Contest by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other Entrants, the Sponsor or associated agencies. If Entrant is a team, and Sponsor determines, in its sole and absolute discretion, that any single team member has attempted to undermine the legitimate operation of this Contest, all members of such team may be disqualified, as determined within Sponsor's sole and absolute discretion. In the event Sponsor is prevented from continuing with this Contest by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with this Contest by any party, or any federal, state or local government law, order, regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence) Sponsor shall have the right to modify, suspend or terminate this Contest. Sponsor additionally reserves the right, in its sole and absolute discretion: (a) to modify, suspend or terminate this Contest should causes beyond Sponsor's control corrupt or interfere with the administration, integrity, operation, security or proper play of this Contest; or (b) to disqualify any Entrant found to be, or suspected of: (i) tampering with the entry process or the operation of this Contest; (ii) acting in violation of these Official Rules; or (iii) acting in an un-sportsmanlike manner; or (c) to modify, suspend or terminate this Contest at any time, for any or no reason, and without any obligation whatsoever to Entrant. The Released Parties (defined below) are not responsible for any changes or unavailability of the social media platform or website used for purposes of administering this

Contest that may interfere with this Contest (including any limitations, any restrictions, or any conditions on Sponsor's ability to use the social media platform or website for this Contest as set forth herein that are not acceptable to Sponsor) or ability of Entrant to timely enter, receive notices or communicate with Sponsor via the social media platform or website, in which case Sponsor, in its sole and absolute discretion, may terminate or modify this Contest. ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAW AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR, AND ADMINISTRATOR IF APPLICABLE, RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

10. **ELIMINATION:** Any false information provided within the context of this Contest by any Entrant concerning identity, postal address, telephone number, ownership of right or noncompliance with these rules or the like may result in the immediate elimination of the Entrant from this Contest. If Entrant is a team, and any single team member provides such false information, Sponsor reserves the right to disqualify the entire team. Sponsor further reserves the right at any time, including after announcement of winners to disqualify any entry that it believes in its sole and unfettered discretion infringes upon or violates the rights of any third party or otherwise does not comply with these Official Rules.

11. **WARRANTY AND INDEMNIFICATION:** Entrants certify that their entry is original and that they have the right to submit the entry in this Contest. Each Entrant agrees not to submit any entry that: (1) infringes any third party proprietary, intellectual property, industrial property, personal rights or other rights, including without limitation, copyright, trademark, patent, trade secret or confidentiality obligation; (2) includes any personally identifiable information; or (3) otherwise violates applicable law. To the maximum extent permitted by law, each Entrant agrees to indemnify, defend, release, discharge and hold harmless Sponsor, and each of Sponsor's directors, officers, employees, agents, successors and assigns ("Released Parties"), from and against and any and all claims, liability, costs, losses, damages or injuries of any kind arising out of or related to Entrant's participation in this Contest, the Submission and/or related to any prize (including, without limitation, losses, damages or injuries to Entrant's or any other person's equipment or other property, or to their persons, related to participation in this Contest; or arising out of any violation of rights of publicity or privacy, or claims of defamation or portrayal in a false light; or based on any claim of infringement of intellectual property or other rights; or from any typographical, human or other error in the printing, offering, selection, operation or announcement of any Contest activity and/or prize). Without limiting the generality of the foregoing, Entrant agrees that Released Parties: (a) have neither made nor will be in any manner whatsoever responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, in connection with this Contest, the Submission and/or with respect to prize(s), including, without limitation, to any prize's quality or fitness for a particular purpose and (b) will not be responsible or liable for any injury, damage, cost, loss, expense, accident, delay, inconvenience or other irregularity that may be caused or contributed to: (i) the wrongful, negligent or unauthorized act or omission on the part of the Sponsors or any of its agents, directors, officers, employees, representatives, successors and assigns, (ii) any defect in or failure of any

vehicle, equipment, instrumentality, service or product that is owned, operated, furnished or otherwise used by any of those Suppliers, (iii) the wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Released Parties, and (iv) any cause, condition or event whatsoever beyond the control of the Released Parties. Entrant further agrees to indemnify, defend and hold harmless Released Parties from and against any and all liability resulting or arising from this Contest, the Submission and to release all rights to bring any claim, action, class action, or proceeding against Released Parties. Sponsor is not and shall not be construed in any manner whatsoever as being responsible for the actions of Entrants in connection with this Contest, including Entrants' Submission, or Entrant's attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of this Contest. To the maximum extent permitted by law, each Entrant indemnifies, defends, holds harmless and agrees to keep indemnified Sponsor at all times from and against any liability, actions, claims, demands, losses, damages, costs and expenses for or in respect of which Sponsor will or may become liable by reason of or related or incidental to any act, default or omission by an Entrant under these Official Rules including without limitation, resulting from or in relation to any breach, non-observance, act or omission whether negligent or otherwise, pursuant to these Official Rules by an Entrant.

12. **INTERNET:** Sponsor is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission. Sponsor is not responsible for theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind. Sponsor is not responsible for inaccurate transmissions of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof. If for any reason the registration process of the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, Sponsor reserves the right at its sole and absolute discretion to cancel, terminate, modify or suspend this Contest. Sponsor further reserves the right to disqualify any individual who tampers with the registration process.

13. **RELATIONSHIP OF THE PARTIES:** Entrant and Sponsor agree that Entrant is an independent contractor, and not an employee of the Sponsor and that in accordance with such status as an independent contractor, Entrant covenants and agrees that it will not hold itself out as, nor claim to be, an officer or employee of the Sponsor.

14. **SEVERABILITY:** If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

15. **WINNERS' LIST:** For winners' names, visit www.buffalony.gov on or about May 9, 2019.

16. **SPONSOR:** The Sponsor of this Contest is the City of Buffalo, a municipal corporation organized under the laws of the state of New York, with its principal office located at 65 Niagara Square, Buffalo, New York 14202.
17. **NO OBLIGATION TO USE:** Sponsor shall have no obligation (express or implied) to use any or to otherwise exploit any Submission or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of the Submission for any reason, with or without legal justification or excuse, and Entrants shall not be entitled to any compensation, damages or other relief by reason thereof.
18. **DATES & DEADLINES/ANTICIPATED NUMBER OF ENTRANTS:** Because of the unique nature and scope of this Contest, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing this Contest. Sponsor cannot accurately predict the number of Entrants who will participate in this Contest.
19. **FURTHER DOCUMENTATION:** If Sponsor shall desire to secure additional assignments, certificates of engagement for the Submission or other documents as Sponsor may reasonably require in order to effectuate the purposes and intents of these Official Rules, then Entrant agrees to sign the same upon Sponsor's request therefor.
20. **PRIVACY/INFORMATION SUBMITTED:** As a condition of entering this Contest, Entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Contest and to comply with applicable laws, regulations and rules. Any information Entrant provides to Sponsor may be used to communicate with Entrant in relation to this Contest or on a Contest winner's list. Information submitted in connection with this Contest will be treated in accordance with the Website's Privacy Policy.
21. **WAIVER:** Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules.
22. **HEADINGS:** Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials, privacy policy or terms of use on the Website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control.
23. **GOVERNING LAW:** These Official Rules, including any and all documents related to this Contest, shall be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflicts of law. Prior to the commencement of any proceeding against the Sponsor, Entrant shall provide Sponsor with written notice stating the general nature of each claim, dispute, or other matter within twenty (20) days of the event giving rise to the claim. For all purposes of this Contest, the parties submit themselves to the jurisdiction of the courts located in the State of New York, County of Erie, City of Buffalo and

consents that any and all litigation shall be in such courts. Further, all proceedings relating to any disputes, including but not limited to, arbitrations, motions, mediations, depositions, meetings, and trials shall be held in Buffalo, New York.

25. NO ASSIGNMENT: Unless otherwise provided for in these Official Rules, including any and all documents related to this Contest, Entrant shall not assign or attempt to assign its rights or obligations hereunder without the prior written consent of the Sponsor.