

# Tis the Season for Giving Promotional Contest of Chance Official Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

- 1) **Eligibility:** Pike Place Market ‘Tis the Season for Giving’ (“Promotional Contest of Chance”) is open only to those who are [18 years of age or older] as of the date of entry. The Promotional Contest of Chance is only open to legal residents of the United States and is void where prohibited by law. Employees of the Pike Place Market PDA, 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 Promotional Contest of Chance. The Promotional Contest of Chance is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.
- 2) **Sponsor:** Pike Place Market PDA 85 Pike Street #500 Seattle, WA 98101
- 3) **Promotional Contest of Chance Period:** The Promotional Contest of Chance begins on Sunday, December 17, 2023 at 6:00 a.m., United States Pacific Time (“PT”) and ends on Thursday, December 21, 2023 at 11:59 p.m. PT (the “promotion Period”).
- 4) **How to Enter:** To be eligible to win, participants must following the below steps. All winners selected must be able to provide their Full Name, Email Address, Address and Zipcode.
  - To be entered to win, simply like the post that outlines this contest on December 17, 2023 and tag a friend you’d share the gifts with.
  - One winner will be selected to receive the \$100 Pike Place Market Gift Card.
- 5) **How to Play:** To be eligible to win, participants must following the below steps. All winners selected must be able to provide their Full Name, Email Address, Address and Zipcode.
  - To be entered to win, simply like the post that outlines this contest on December 17, 2023 and tag a friend you’d share the gifts with.
  - One winner will be selected to receive the \$100 Pike Place Market Gift Card.
- 6) Sponsor may disqualify any entries if it determines it is unlawful, or in violation of these Official Rules, all in its sole discretion. Released Parties (as defined in Section 8, below) are not responsible for lost, late, unreceived, damaged, incomplete, invalid, un-intelligible, or delayed entries.

**Prize Details.** Participants have the chance to win one (1) \$100 Pike Place Market Gift Card.

- 7) **Drawings:** The Sponsor will randomly select the potential winner from all eligible entries received during the applicable Entry Period. Winners do not have to be present for drawing. One (1) drawing will take place on Friday, December 22, 2023.

Potential Winners will be notified on Friday, December 22, 2023. Each potential winner will be notified by the Pike Place Market PDA via Instagram from the Pike Place Market Instagram account (@pikeplacepublicmarket) and will be required to provide his/her/their name, email address, and zip code to confirm eligibility and for prize fulfillment purposes within three (3) days of the date notice or attempted notice is sent in order to claim the prize. If a potential winner of any prize cannot be contacted, fails to provide any requested information within the required time period (if applicable), or the prize is returned as undeliverable, the potential winner is disqualified and forfeits his/her prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded.

- 8) Prizes:** There will be one (1) winner. The winner of the Promotional Contest of Chance (the “Winner”) will receive the prize listed in Clause 6. The specifics of the prize shall be solely determined by the Pike Place Market PDA. No cash or other prize substitution shall be permitted except at the Pike Place Market PDA’s discretion.

**For All Prizes:** All prize details, including but not limited to color, size, style, and model, will be determined by Sponsor in its sole discretion. Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor’s sole discretion.

Winners are responsible for all taxes and fees associated with prize receipt and/or use. If a winner is not a resident of the United States, Sponsor will gross up the prize value in an amount to satisfy the 30% withholding requirement. The withholding amount will be submitted to the US taxing authority IRS (the United States tax agency) as required by law and winner will receive a US tax form 1042 from the Sponsor reflecting the total value of the prize, including the gross up amount and the withholding amount submitted to the IRS will be noted separately.

Odds of winning the prize depend on the number of eligible entries received during the applicable Entry Period. Limit: one (1) prize per person. Prizes will be emailed after winner confirmation is complete.

- 9) Release:** By receipt of any prize, the winner agrees to release and hold harmless Sponsor, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company’s officers, directors, employees and agents (collectively, the “Released Parties”) from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotional Contest of Chance or receipt or use or misuse of any prize.
- 10) Publicity:** Except where prohibited, participation in the Promotional Contest of Chance constitutes each winner’s consent to Sponsor’s and its agents’ use of winner’s name, social media handle, prize information, likeness, and/or hometown and state or province for promotional purposes in any media, worldwide, without further payment or consideration.

**11) General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Promotional Contest of Chance, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Promotional Contest of Chance, as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole 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. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotional Contest of Chance or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Promotional Contest of Chance may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**12) Limitations of Liability:** 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 Promotional Contest of Chance; (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 Promotional Contest of Chance; (4) technical or human error which may occur in the administration of the Promotional Contest of Chance or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) 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 Promotional Contest of Chance 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, not received, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Promotional Contest of Chance, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the 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.

**13) Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotional Contest of Chance 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 Western District of Washington or the appropriate Washington State Court located in King County, Washington U.S.A.; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotional Contest of Chance, 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 Promotional Contest of

Chance, shall be governed by, and construed in accordance with, the laws of the State of Washington, U.S.A. without giving effect to any choice of law or conflict of law rules (whether of the State of Washington or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Washington.

**14) Winner List:** For a winner list, please mail Pike Place Market PDA 85 Pike Street #500 Seattle, WA 98101

**15) Promotion Emails:** By participating in the Promotion, you agree to receive emails related to the Promotion.