

**NoMa in Color Sweepstakes  
(THE "SWEEPSTAKES")  
OFFICIAL RULES**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.**

**1. Sweepstakes Period:**

The Sweepstakes begins on September 9, 2023 at 11:00 a.m. Eastern Time ("ET") and ends on October 19, 2023 at 7:00 p.m. ET (the "Sweepstakes Period").

**2. Eligibility:**

Open to residents of all U.S. states (excluding Hawaii and Alaska), Puerto Rico, and the District of Columbia, who are twenty-one (21) years of age or older at the time of entry. Persons in any of the following categories are NOT eligible to participate or win a prize: (a) any person who, at any time on or after September 9, 2023, was or is a director, officer, agent, representative, or employee of the NoMa Business Improvement District ("Sponsor"), or its parent, affiliates, subsidiaries, or service agencies, who is directly involved in the planning or execution of the Sweepstakes; (b) any other individuals engaged in the development, production or distribution of materials for the Sweepstakes or engaged in the administration or execution of this Sweepstakes; (c) persons who are or purport to be immediate family members (defined as biological or step-mother/ father, sister, brother, daughter, son, dependent or spouse of any of the foregoing) of any person in any of the preceding categories, regardless of where they live, or who reside in the same household as any person in any of the preceding categories; and (d) persons who Sponsor is prohibited from allowing to participate in the Program under applicable law. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. VOID WHERE PROHIBITED BY LAW.

**3. How to Enter. NO PURCHASE NECESSARY:**

Failure to follow all instructions in these Official Rules may lead to disqualification. Enter by: (1) downloading the official NoMa in Color passport at [www.nomabid.org](http://www.nomabid.org) OR picking up a paper official NoMa in Color passport from the NoMa BID Welcome Tent; (2) checking in to all (XX) locations indicated on the passport by 7 p.m. ET on October 19, 2023; (3) if using a paper passport, submitting the fully completed passport to the NoMa BID Welcome Tent by 7 p.m. ET on October 19, 2023. Paper passports will be available to be picked up in person at the NoMa BID Welcome Tent (1200 1<sup>st</sup> Street NE) on Thursday evenings from 5:00 - 7:00 p.m. between September 14 – October 19, 2023 and at the NoMa BID Welcome Tent at NoMa in Color on Saturday, September 9 from 11 a.m. - 3 p.m. Entries made through the internet are deemed to be made by the authorized account holder of the email address at the time of entry. Entries will not be returned or acknowledged. Entrants must fully complete and timely submit all required data online or on paper passports, as applicable, to be eligible (an "eligible entry"). Sponsors' administrator's server/computer is the official time keeping device for the Sweepstakes. By participating in the Sweepstakes, each Entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects.

**4. Selection of Winners and Odds of Winning:**

On October 31, 2023, Sponsor will randomly draw five (5) entries for the Sweepstakes Prize from among all eligible entries received ("Potential Winner" and, if verified, "Winner"). The odds of winning a prize depend on the total number of eligible entries received during the Sweepstakes Period. Potential Winner will be subject to verification of eligibility and compliance with these Official Rules.

**5. Prizes**

Each Winner will receive a \$100 gift card to a NoMa-based business (the "Prize"). The total approximate retail value of all prizes awarded under this Sweepstakes is: \$500. Only one prize per person and per household will be awarded. Prizes may not be assigned, transferred, exchanged, or redeemed for cash. Each Prize is awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied. Sponsor disclaims all and any liability for the actual provision, quality or nature of any third-party product or service accepted by the Winners. Entrants understand that Sponsor is not liable for injuries, losses or damages of any kind arising from participation in this promotion and acceptance, possession and use of a Prize. Any

portion of the Prize not used will be forfeited. Winner is responsible for all taxes and fees associated with a Prize receipt and/or use. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes, or in the announcement of the prizes.

## 6. How to Claim Prize

Potential Winners will be notified by email by 11:59 p.m. ET on October 31, 2023. Prizes must be picked up in person by the Winner from the NoMa BID offices located at 1200 First Street NE, Suite 310, Washington, DC 20002 within **X** business days of the date of the email notification or the Prize will be forfeited and, at the Sponsor's sole discretion, the Prize may be awarded to an alternate Potential Winner.

If a Potential Winner cannot be contacted, fails to timely claim the Prize, is found to be ineligible or not in compliance with these Official Rules, fails to timely execute and return any required forms, or if the Prize notification is returned as undeliverable, the Prize will be forfeited and, at the Sponsor's sole discretion, the Prize may be awarded to an alternate Potential Winner selected in a random drawing from the remaining valid entries. Potential Winner must provide proof via a valid government issued photo ID for age and residence verification. Sponsor may select up to three (3) alternate Potential Winners via random drawing from among the remaining eligible entries; thereafter, if a Potential Winner cannot be verified in accordance with these Official Rules, the Prize will not be awarded. The Potential Winner must execute and return any required affidavit of eligibility and/or liability/publicity release or such Potential Winner forfeits the Prize.]

## 7. Conditions of Entry:

- **By entering, Entrants (i) acknowledge and represent that they are in full compliance with these Official Rules including all eligibility requirements and, (ii) agree to be bound by these Official Rules and the decisions of the Sponsor, which shall be final and binding in all respects. Entrants who have not complied with these Official Rules are subject to disqualification and all associated entries will be void.**
- Except where prohibited by law, entry constitutes permission to use the Winner's, name, title, hometown, voice, likeness, photograph (whether still or moving), and any statements regarding the Sweepstakes for editorial, public relations, promotional, and advertising purposes, without compensation. Entrants further agree that they do not have any right of approval, claim to compensation, or benefits claim, including without limitation, claims based upon invasion of privacy, defamation, or right of publicity arising out of any use of names or biographical and/or corporate information.
- Sponsor reserves the right, in its sole discretion, to verify any element of any information submitted by Entrant and to disqualify any Entrant whose participation may subject the Sweepstakes, Sponsors, or Sponsors' advertisers, clients, or customers to controversy or negative publicity. Sponsor and its parents, affiliates, subsidiaries, and agents assume no responsibility for lost, misdirected, damaged, incomplete, incorrect, altered, or illegible entries.
- No duplicated entries will be accepted.
- Conduct that impedes the integrity of the Sweepstakes is prohibited.
- Entries and the information contained therein become the property of the Sponsor and will not be returned.
- By entering and providing the required entry information, Entrants acknowledge that, unless they opt out, the Sponsor may email them information related to NoMa in Color Art Walk and other NoMa related events. You may opt-out at any time by clicking the unsubscribe button on any emails received from Sponsor, or partners or affiliates, regarding future promotions.
- By entering this Sweepstakes, Entrants release Sponsor and its affiliates, and their members, shareholders, trustees, officers, employees, and agents from any liability arising from or relating to participation in this Sweepstakes, including but not limited to, any and all claims, expenses, demands, or liabilities arising out of or in connection with the participation of the Entrant in the Sweepstakes and/or the use or misuse of the Prize, or participation in any Sweepstakes-related activity. The foregoing includes, without limitation, any claim for personal injury, property loss or damage, or death arising in any way in connection with the Sweepstakes.
- Except where prohibited by law, by participating in the Sweepstakes, Entrants agree to the following: All issues and questions concerning the construction, validity, interpretation, and

enforceability of these Official Rules, or the rights and obligations of participants and Sponsors and their agents will be governed by and construed exclusively in accordance with the laws of the District of Columbia without giving effect to any principles of conflicts of law of any jurisdiction. Any action at law or in equity arising out of or relating to this Sweepstakes, or awarding of the Prizes, will be filed only in the state or federal courts located in the District of Columbia and Entrant hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action. Except where prohibited by law, by participating in this Sweepstakes, Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, or awarding of the prizes, will be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards will be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Sweepstakes but in no event attorneys' fees; and (c) under no circumstances will any Entrant be permitted to obtain awards for (and hereby waives all rights to claim) 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.

#### **8. Liability:**

Sponsor assumes no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Sweepstakes; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, camera, computers or providers utilized in any aspect of the operation of the Sweepstakes; (d) inaccessibility or unavailability of any network or wireless service, the Internet or website or any combination thereof; (e) suspended or discontinued Internet, wireless or landline phone service; or (f) any injury or damage to participant's or to any other person's computer or mobile device which may be related to or resulting from any attempt to participate in the Sweepstakes or download of any materials in the Sweepstakes; (g) Sponsor is not responsible for any errors or other issues that may result from use of gift cards and/or gift certificates: all gift cards and gift certificates are subject to the terms and conditions of the issuer; (h) entrant providing false or misleading information that would result in a violation of an federal, state, or local law or regulation that may be violated, any such incident may be reported to proper authorities.

#### **9. Winners Posted:**

Each Winner's name will be posted on the Sponsor's Website.