



Milwaukee Downtown, Business Improvement District #21  
301 W. Wisconsin Avenue, Ste. 106 • Milwaukee, WI 53203 • 414.220.4700 • www.milwaukeedowntown.com

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Milwaukee Downtown, Inc. organizes and sponsors promotions, giveaways, and contests awarding various prizes to participants. The promotions, giveaways, and contests are regulated by Contest Rules (hereinafter “Rules”). Participation in any of these contests constitutes the participant’s agreement and acceptance of these rules. All federal, state, local, municipal laws and regulations apply.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR CONTRIBUTION TO MILWAUKEE DOWNTOWN, INC WILL NOT INCREASE YOUR CHANCES OF WINNING.

### **ELIGIBILITY**

The Heroes Project nomination is week 5 of the “MKE A Difference” Giveaway and is open to those who respond to select Milwaukee Downtown, Inc. social media posts between May 14-20, 2020, and who are 18 years of age or older as of the date of entry. Employees of Milwaukee Downtown, Inc., other companies associated with the promotion of the giveaway, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, and immediate family members (spouse, parents, siblings, and children) and/or those living in the same household of employees are not eligible to participate in the giveaway. The “MKE A Difference” giveaway is subject to all federal, state, local, municipal laws and regulations.

### **CONTEST PERIOD**

Entries will be accepted online starting at 6:00 PM on May 14, 2020 and ending at 11:59 PM on May 20, 2020, Central Standard Time. Entries that are submitted before or after the giveaway period will be disqualified. Entries submitted outside of the designated time period for that week will not be counted.

### **HOW TO ENTER AND ENTRY RULES**

Milwaukee Downtown, Inc. will post on Facebook, Instagram and Twitter with instructions for entry. Users will enter by commenting on select Milwaukee Downtown posts to nominate a deserving frontline or essential hero. Users are permitted one entry per platform (Facebook, Twitter, Instagram). A nominee may be nominated by multiple users. Users may not nominate themselves. Entries via Milwaukee Downtown platforms will be combined for a random drawing of two winners. Milwaukee Downtown, Inc. reserves the right to disregard any entry that is late, misdirected, illegible, offensive, incomplete, or incorrect. Any attempt of circumvention of the rules will result in the immediate disqualification from the “MKE A Difference” giveaway.

### **ORIGINAL CONTENT; OWNERSHIP**

By participating in the “MKE A Difference” giveaway, each participant guarantees that they are the exclusive owner of the copyright and all other proprietary rights in any and all materials and content submitted by the participant to enter the giveaway. The participant further claims and guarantees that

they have the right to grant to any third party the right to use, reproduce, distribute, perform and display any photo. All entries must have appropriate clearances, permissions and releases PRIOR to uploading, or may be eliminated from the giveaway. Any unauthorized samples or performances of another artist's material could be subject to fines, royalty fees, and/or legal action for with the participant agrees to indemnify, defend and hold Milwaukee Downtown, Inc. harmless. Milwaukee Downtown, Inc. may use any photo on-demand on Milwaukee Downtown, Inc.'s website.

#### **RIGHTS GRANTED BY GIVEAWAY PARTICIPANTS**

By entering this giveaway, the participant understands and agrees that Milwaukee Downtown, Inc. and/or anyone acting on behalf of Milwaukee Downtown has the right, where permitted by law, to use the content and personal information for any promotional purposes without limitation and without any further compensation, notice, review, or consent.

#### **DISCLAIMER OF RESPONSIBILITY**

Milwaukee Downtown, Inc. is not responsible for problems with giveaway entries, including but not limited to, entries which are lost, late, misdirected, damaged, incomplete, illegible, or cannot be completed due to electronic or technical difficulties, even if the problem is the result of the sole or partial negligence of Milwaukee Downtown, Inc.

#### **PRIZES**

Two nominees will be randomly selected from all qualifying entries to receive a prize package, valued up to \$600, which is determined by Milwaukee Downtown, Inc. Nominees may also be contacted by Milwaukee Downtown about the opportunity for their image to be used as inspiration in an upcoming downtown mural honoring frontline and essential heroes. The prize cannot be redeemed for cash, substituted for another prize, and is non-transferable. Prize-related expenses including all federal, state, and local taxes represent the sole financial responsibility of the winner. The prize is given with no written, express, or implied warranty. of the prize gives Milwaukee Downtown permission to use the winner's personal details for advertising purposes without further compensation, unless it is prohibited by law.

#### **WINNER SELECTION AND NOTIFICATION**

Two winners will be randomly selected by Milwaukee Downtown, Inc. Criteria for selection will include adherence to the question/prompt posted by Milwaukee Downtown. Winners will be notified via the social media platform from which they entered the giveaway. Recipients of the prizes will be the nominees. Users who submitted the nomination will be contacted regarding prize delivery instructions. Milwaukee Downtown, Inc. is not responsible if the winner fails to receive the notice about the prize due to any security settings or provisions of incorrect contact information. If the winner fails to respond within the required time period, the prize may be forfeited, and an alternate winner may be selected. If the winner is considered a minor in their place of residence, Milwaukee Downtown reserves the right to place the prize in the name of the winner's parent or legal guardian who will be requested to sign the Declaration of Claim on the winner's behalf. Acceptance of the prize given in this giveaway is in accordance with any and all federal, state, and local laws and regulations. If the winner is disqualified for any reason, Milwaukee Downtown is not obligated to provide an alternate prize or extend the giveaway period in any way, and all privileges as winner will be terminated immediately. Participants who provide false, fraudulent or deceptive entries or who engage in false, fraudulent or deceptive acts in connection with the giveaway will be disqualified and subject to criminal prosecution.

## **HOW TO CLAIM THE PRIZE**

Distribution of prizes will be arranged with winning nominees when Safer At Home orders have been lifted and Milwaukee Downtown's office reopens with regular business hours.

## **TERMS & GENERAL CONDITIONS**

Milwaukee Downtown, Inc. reserves the right to cancel, terminate, modify or suspend the giveaway should virus, bug, non-authorized human intervention, fraud, or any other cause affect the administration, security, fairness, or proper conduct of the giveaway. If such case occurs; Milwaukee Downtown may select the winner from all eligible entries. Any attempt by an entrant to deliberately damage the winner selection process and the legitimate operation of the giveaway may be a violation of criminal and civil laws.

## **LIMITATION OF LIABILITY**

By entering the giveaway, you agree to release and hold harmless Milwaukee Downtown, Inc. and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not from:

- i. Such entrant's participation in the giveaway 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, 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 giveaway;
- v. Electronic or human error in the administration of the giveaway or the processing of entries.

## **DISPUTES AND ARBITRATION**

This giveaway is governed by the laws of the United States and Wisconsin, without respect to conflict of law doctrines. As a condition of participating in this giveaway, the 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 giveaway, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Wisconsin having jurisdiction.

## **PRIVACY POLICY**

Information submitted with an entry is subject to the Privacy Policy stated on the Milwaukee Downtown, Inc. website.

## **FACEBOOK, TWITTER, INSTAGRAM**

Milwaukee Downtown, Inc. may utilize Facebook, Twitter, Instagram and/or LinkedIn to promote sweepstakes or giveaways. The participant understands and agrees that any such promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter or Instagram.

## **LIST OF WINNERS**

For confirmation of the winners, send a self-addressed, stamped envelope to:

Milwaukee Downtown, Inc.  
Attn: MKE A Difference Giveaway  
301 W. Wisconsin Avenue, Ste. 106  
Milwaukee, WI 53203