

TempWise Survey “Win an E-Gift Card!” Sweepstakes Rules

OFFICIAL SWEEPSTAKES RULES AND DISCLAIMER

NO PURCHASE NECESSARY TO ENTER OR WIN. EACH PARTICIPANT’S CHANCES TO WIN WILL NOT IMPROVE BY A PURCHASE OF ANY KIND. ENTRY IN THE TEMPWISE SURVEY SWEEPSTAKES CONSTITUTES ACCEPTANCE OF THESE OFFICIAL RULES BY THE ENTITY SUBMITTING THE ENTRY. VOID WHERE RESTRICTED OR PROHIBITED BY LAW.

- 1. TempWise Survey “Win an E-Gift Card!” SWEEPSTAKES (“SWEEPSTAKES”) SUMMARY.** TempWise Survey “Win an E-Gift Card!” AND Winning the Sweepstakes Prize (as defined below) are contingent upon Participant fulfilling all requirements set forth in these Official Rules (“Rules”).
- 2. BINDING AGREEMENT.** Each person (each a “Participant” or “you”) who submits an online entry during the below Sweepstakes Period is entering into the Sweepstakes, which is governed by these Rules. Each Participant should read these Rules before submitting the entry form to ensure Participants understand and agree. You are not eligible to receive the Prizes described in these Rules unless you agree to these Rules.
- 3. SPONSOR AND ADMINISTRATOR.** This Sweepstakes is sponsored by The City of Seattle, by and through its City Light Department, 700 5th Avenue, Seattle, WA 98104. The City of Seattle is hereinafter referred to as “Sponsor.” The Sweepstakes is administered by the Sponsor’s contractor, ICF Resources, LLC, 1902 Reston Metro Plaza, Reston, VA 20190, (“Administrator”), and is a part of a conjoint survey project with other partners to understand consumer perspectives on the TempWise pilot enrollment (“Sweepstakes Purpose”). This Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with any Social Media Site utilized by the Sweepstakes.
- 4. SWEEPSTAKES ENTRY PERIOD.** The Sweepstakes begins at **12:01 AM Pacific Standard Time (“PST”) on August 1st, 2023, and ends at 11:59 PM PST on December 31st, 2023** (“Sweepstakes Period”). The Administrator’s clock shall be the official device for both the Survey and the Sweepstakes. PARTICIPANTS ARE RESPONSIBLE FOR DETERMINING THE CORRESPONDING TIME ZONE IN THEIR RESPECTIVE JURISDICTION.
- 5. ELIGIBILITY – WHO MAY PARTICIPATE.** The Sweepstakes is open only to individuals who at the time of entry (a) are legal residents of and domiciled in Washington and (b) who are at least the age of a majority (this is eighteen (18) years old) at the time of entry. The following individuals are not eligible to participate: (i) officials, officers, directors, employees, and volunteers of the Sponsor, or the Sponsor’s advertising, marketing or promotional agencies for the Sweepstakes; (ii) family members (spouse, parents, siblings, children and in-laws) of any individual referred to in clause (i); (iii) persons living in the same household (whether or not related) with any person referred to in clause (i) or (ii) above; and (iv) commercial enterprises and business entities. This Sweepstakes is

subject to all federal, state, and local laws and regulations and is void (a) outside of Washington, and (b) where prohibited by law. Any local, state, provincial or other government agency or any officials or employees thereof are not eligible to participate.

6. **PRIZE(S).** The Sponsor and Administrator will award one (1) Sweepstakes winner (each a “Prize”) consisting of one (1) \$100 e-gift card. Details and qualifications for participating in this Sweepstakes apply and can be found in all sections within these Rules. Prize restrictions and limitations may apply, including those listed on the prize itself. Cash equivalency for the Prize is not available. The approximate retail value (“ARV”) of each Prize is \$100 USD. The total ARV of all Prizes is \$100 USD.
7. **ODDS OF WINNINGS.** The odds of winning Prizes will depend on the total number of Entries. It is goaled to have 2,000 Participants submit 2,000 distinct Entries for the survey. As such, the maximum number of Entries is endeavored to be 2,000. Participants are not eligible to win more than one (1) Prize, and the maximum number of winners will be one (1). If all goaled Entries are achieved and all Prizes awarded, then of the 2,000 Participants, each of the 2,000 Participants who submit a single Entry has a 1:2000 chance of winning the sole Prize. Many will enter, one (1) will win.
8. **WHAT STEPS ARE NEEDED TO ENTER AND WIN; NO PURCHASE NECESSARY.**

How to Enter:

Complete and submit the survey you receive via email (“Entry”).

Any incomplete or unreadable Surveys will be disqualified and will not receive an entry into the Sweepstakes.

Limit one (1) Entry per email recipient.

Once selected, the winners will be asked to provide their first name, last name, and email address. Participants must provide a valid email address. All required information must be included for the Entry to be eligible. Participants will be required to confirm that they have reviewed and agreed to the Rules as a condition of entering the Sweepstakes.

9. **ENTRY DEADLINE.** All Entries must be received on or before the end of the Sweepstakes Period in order to be eligible to win the Prizes.
10. **SELECTION OF SWEEPSTAKES WINNERS AND NOTIFICATION.**
 - This Sweepstakes will include a one-time only drawing (“Drawing”) that will produce one (1) distinct winner. This Drawing will be held by January 19th, 2024, through random drawings of Entries in the Sweepstakes.
 - The Administrator will contact winners via the email addresses the winner provided in their Entry. Participants should keep an eye on their incoming messages and make sure they reply within fourteen (14) days to the message sent by the Administrator. Participants may want to check their email account’s Spam folder to ensure that an Administrator’s email is not overlooked.

- The Prize may be forfeited and may be awarded to another Participant who is randomly selected if (i) any Prize notification or Prize is returned as undeliverable, (ii) the Administrator is unable to contact a potential winner within fourteen (14) days of the first attempt to contact him or her, (iii) a potential winner fails to provide his or her contact information within fourteen (14) days after notification by the Administrator, (iv) a potential winner is determined by Sponsor or Administrator, in its sole discretion, to be ineligible, (v) a potential winner declines the Prize, or (vi) a potential winner is otherwise not in compliance with these Rules.
- In the event that no responses are received, no Prize will be awarded.
- The Prize will be fulfilled within approximately four (4) weeks after the conclusion of the Sweepstakes. The Sponsor and Administrator are not responsible for any delay in awarding any Prize.
- DETERMINATIONS OF SPONSOR AND/OR ADMINISTRATOR ARE FINAL AND BINDING.

11. SUBMISSION REQUIREMENTS AND RESTRICTIONS. Each Participant must ensure that:

- The Entry:
 - does not include material that violates another's rights (living or deceased), including but not limited to rights of privacy or publicity.
 - does not disparage the Sponsor, Administrator or any other person or party affiliated with the Sweepstakes.
 - does not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous or other objectionable material.
 - does not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age.
 - does not contain any references to alcohol, tobacco, drug paraphernalia, firearms, or any description or representation thereof.
 - does not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where Entry is created.
 - has not been submitted previously in a promotion of any kind or exhibited or displayed publicly through any means.
- Participant warrants and represents that:
 - the Entry is the Participant's own, wholly original work, and is the Participant's own creation and the Participant warrants that he/she has secured all necessary rights relating to its use and the use of the content in the Entry.
 - the Entry verbal or written content (if any) is in English.
 - the Participant has obtained any and all permissions, if any are required, prior to entry and that Participant may legally grant all permissions contained within these Rules to Sponsor.
 - the Participant is at least eighteen years of age, or older.
 - the Participant has the requisite title, license, rights, consent, written permission and/or authority to grant the Sponsor, and Administrator and their respective affiliates permissive use of any person's name, likeness, biography, actions and contributions Participant submits as part of their Entry as delineated in Section 12 of these Rules.

The Participant agrees that the interpretation of each of the above Restrictions shall be

subject to the Administrator's or Sponsor's sole discretion. The Administrator and/or Sponsor are not responsible for any lost, late, incomplete, or other Entries that do not comply with these Rules and they may be disqualified.

Sponsor will consider only one (1) Entry from each Participant for the survey. Any attempt by any Participant to receive more than the single Prize by using multiple/different email addresses, identities, registrations and logins, or any other methods, as determined by the Administrator or Sponsor in its sole discretion, may void all of that Participant's submissions and that Participant may be disqualified from this Sweepstakes and any of the Sponsor's other promotions. In the event of a dispute as to the owner of any Entry, the authorized account holder of the email address will be deemed to be the Participant. The "authorized account holder" is the natural person assigned to an email account by the entity responsible for doing so. Each Participant may be required to show proof of being the authorized account holder.

CAUTION: ANY ATTEMPT BY ANY PARTICIPANT, PERSON, OR ENTITY TO UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL OR CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, WE RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

- 12. PERMISSIVE USE.** You grant the Sponsor unlimited, worldwide, perpetual, irrevocable, and royalty-free right, license, privilege, and permission to record, copy, adapt, film, capture, use, license, transmit, broadcast, exhibit, project, publish, circulate, display, or otherwise exploit, any and all renderings of the Participant's Entry, name (including any and all nicknames, related names, and aliases), characters, biographies, artist's portrayal of characters, voice, image, likeness, visual representations, any and all attributes of the Participant's personality, and/or any and all of the Participant's acts, poses, actions, and appearances (collectively, "Name and Likeness"), and any ancillary use or derivative works on or in connection with any film, audio tape, video tape, audio-visual work, sound recordings, photograph, illustration, animation, broadcast, any derivative works or versions thereof in any media or embodiment now known or hereafter developed, throughout the world the way Sponsor deems fit without any consideration or prior notice. Entries become the sole property of Sponsor. You also grant the Administrator the same aforementioned rights, but only to the limited extent of the Administrator's need to fulfill the Sweepstakes Purpose pursuant to its contract with the Sponsor.
- 13. ELECTRONIC COMMUNICATIONS.** By submitting the Entry, you agree to communicate for the purpose of the Sweepstakes with the Sponsor and/or Administrator electronically. Through your Entry submission, you (i) agree that your consent to these Rules is a binding form of your electronic signature and (ii) represent that you have Internet access and a valid email address enabling you access to information pertaining to the Sweepstakes and to receive communications and documents electronically. Your consent is effective unless and until you withdraw it in writing to SCL_Tempwise@icf.com.
- 14. TAXES. ALL TAXES, FEES, DUTIES, SURCHARGES, IF ANY, IMPOSED ON ANY SWEEPSTAKES PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNERS.** The

winner is solely responsible for ensuring that he or she complies with all the applicable tax laws and filing requirements. If the winner fails to comply with such laws, the Prize may be forfeited and Sponsor or Administrator may, in its sole discretion, select an alternative potential winner.

- 15. PRIVACY.** Participant acknowledges that they have read and accepted Sponsor's Privacy Policy outlined [here](#). Participants agree that personal data including, but not limited to, name, email address, age, location, photo submission, and written submission ("Personal Data") may be:
- collected, processed, stored, and otherwise used by Sponsor;
 - collected, processed, stored, and otherwise used by Administrator only for the Sweepstakes Purpose.
 - used by Sponsor and/or Administrator to verify a Participant's identity, postal address and telephone number in the event a Participant qualifies for the Prize as well as to deliver the Prize.
 - used to fulfill additional terms of the Sweepstakes or to contact a Participant in response to any question submitted by such Participant.
 - shared by the Sponsor or any party authorized to comply with the law or in the good faith belief that such action is necessary in order to conform to the requirements of law or comply with legal process served on Sponsor, and to protect and defend Sponsor's rights or property.

Additionally, we ask that you please keep in mind:

- The Administrator is the data processor and the data recipient, and the Sponsor is the data controller.
 - Participants have rights of access, modification, and withdrawal of their Personal Data. You may withdraw your consent to electronic communication and delivery of documents, update your contact information, or request a free paper copy of these Rules at any time by contacting the Administrator as set forth in these Rules. The Administrator will send you a confirmation notice once it has processed your change request.
- 16. RIGHT TO CANCEL, MODIFY, OR DISQUALIFY.** If for any reason the Entry or Sweepstakes or any portion of either is not capable of running as planned due to technical or administrative problems, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the Sponsor's or Administrator's reasonable control which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, the Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes or any portion of either.
- 17. WARRANTY.** The Sponsor, and Administrator, and any related affiliates make no other warranties or representations whatsoever relative to the quality, conditions, fitness or merchantability of any aspects of the Prize. No transfer, substitutions or cash equivalent for the Prize will be allowed, except at the Sponsor's sole discretion. The Sponsor reserves the right to substitute the Sweepstakes Prize, in whole or in part, of equal or greater monetary value if the Sweepstakes Prize cannot be awarded as described, in whole or in part, for any reason.

- 18. LIMITATION OF LIABILITY.** IN NO EVENT SHALL THE SPONSOR, OR ADMINISTRATOR OR ANY RELATED AFFILIATES, CLIENTS, PERSONNEL, DIRECTORS, OFFICERS, AGENTS, OR PRINCIPALS (PARTNERS, SHAREHOLDERS OR HOLDERS OF AN OWNERSHIP INTEREST, AS THE CASE MAY BE) BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, INCURRED BY PARTICIPANTS OR ANY THIRD PARTY, WHETHER BASED ON WARRANTY OR IN CONTRACT, TORT, OR OTHER LEGAL THEORY, AND WHETHER OR NOT ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES, ARISING FROM THE ENTRY, THE SWEEPSTAKES PRIZE OR USE OF THE SWEEPSTAKES PRIZE, EVEN IF THE SPONSOR OR ADMINISTRATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

The Sponsor and/or Administrator are not responsible for: (i) lost, late, incomplete, invalid, illegible, unintelligible, damaged, altered, counterfeit, obtained through fraud, late, or misdirected Entries, which will be disqualified; (ii) failed, partial or garbled computer transmissions; (iii) technical failures of any kind, including, but not limited to electronic malfunctioning of any network; or (iv) any technical, computer, telephone, cable, network, electronic or internet hardware or software malfunctions, failures, connections, availability or intervention, error, omission, interruption, detection, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to a website or otherwise whether caused by website users or by any of the equipment or programming associated with or utilized in the Sweepstakes. The Sponsor and/or Administrator reserve the right, in their sole discretion, to disqualify any application not in compliance with these Rules.

Participants agree that the Sponsor and/or Administrator shall have no liability for unsuccessful efforts to notify any potential Sweepstakes Winner, or for any injuries, losses, or damages by reason of the Participant's participation in the Sweepstakes.

- 19. INDEMNITY AND RELEASE.** By accepting the Prize, the Winner agrees to release and hold harmless the Sponsor, Administrator, and any related affiliates, clients, personnel, directors, officers, agents, or principals (partners, shareholders or holders of an ownership interest), to the maximum extent permitted by law, from any and all liability, loss or damages arising from or in connection with awarding, receipt and/or use of the Prize or participation in Prize-related activities, and they shall have no liability for any injury, misfortune, or damage to either persons or property incurred by entering, participating in or winning the Sweepstakes.

- 20. IN CASE OF DISPUTES.** The Sponsor and/or Administrator will interpret these Rules and resolve any Participant's disputes, conflicting claims or ambiguities concerning the Rules, and the Sponsor's and/or Administrator's decisions shall be final. If any provision of these Rules is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Rules, which shall remain in full force and effect. The Sponsor and/or Administrator reserve the right to modify or terminate the Sweepstakes or to make such other decisions regarding the

administration or outcome as the Sponsor and/or Administrator deem appropriate.

21. FORUM AND RECOURSE TO JUDICIAL PROCEDURES. If there is any conflict between any promotional material and these Rules, the provisions of these Rules shall prevail. The resolution of any dispute shall be within Sponsor's and/or Administrator's sole discretion. As a condition of entering this Sweepstakes, except as prohibited by law, you agree that: (a) all causes of action arising out of or connected with this Sweepstakes, or the Prize awarded, shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees or court costs. All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, your rights and obligations, or the rights and obligations of Sponsor in connection with this Sweepstakes, shall be governed by, and construed in accordance with, the laws of the state of Washington, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than the state of Washington. Any legal suit, action, or proceeding arising out of this Sweepstakes or the applicable Rules shall be instituted exclusively in Superior Court in King County at Seattle, Washington, and Sponsor, Participant, and Administrator irrevocably submit to the exclusive jurisdiction of such courts in any such suit, action, or proceeding and waive any objection based on improper venue or forum non conveniens.

22. CONTACT AND WINNER LIST. For the name of the winner, available upon completion of winner confirmation, inquiries should be directed to Administrator by emailing SCL_Tempwise@icf.com before January 31st, 2024.