

## **BASTILLE DAY ON 60TH STREET 2016**

### **OFFICIAL RULES OF FIAF'S BASTILLE DAY INSTAGRAM GIVEAWAY 2016**

NO PURCHASE IS NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE PARTICIPANT'S ODDS OF WINNING. THE CHALLENGE IS OPEN ONLY TO NATURAL PERSONS. PARTICIPATION IN THE GIVEAWAY CONSTITUTES ACCEPTANCE OF THE OFFICIAL RULES. VOID WHERE PROHIBITED BY LAW.

The Sponsor and Administrator of the Bastille Day Instagram Giveaway (hereinafter referred to as the Giveaway) is the French Institute Alliance Française ("FIAF") who will conduct the Giveaway substantially as described in these Official Rules. Each participant agrees as follows:

**ENTRY PERIOD AND METHOD OF ENTRY:** The Instagram Entry Period shall start at 12:00 PM EST on July 10, 2016 and end at 11:59 PM EST On July 10, 2016. The Giveaway will be listed on the official website of "Bastille Day on 60th Street": [www.bastilledayny.org](http://www.bastilledayny.org). To enter the Giveaway, participants must follow FIAF (@FIAFNY) on Instagram and post a photo of 1 of 4 specified booths (see below) while using the hashtag #FIAFChallenge. One photo per participating booth per Instagram account will be entered to win the prize.

All confirmed participants will be automatically entered into the Giveaway. Each participant must be the registered subscriber of the Instagram account from which the entry is made. Up to four entries per valid Instagram account will be entered into the Giveaway. No third party entry or entry through sweepstakes service permitted. All entries become the property of FIAF and none will be acknowledged or returned. Any individual who attempts or otherwise encourages, directly or indirectly, the entry of multiple or false contact information under multiple identities, or uses any device or artifice to do so, as determined by FIAF, will be disqualified.

If there is any suspected or actual evidence of tampering with any portion of the Giveaway, or if an unauthorized intervention, fraud, technical difficulties, or failure compromise, corrupt or affect the integrity or proper conduct of the Giveaway as intended in these Official Rules, FIAF shall have the right, at its sole discretion, to void or disqualify any defective entries and/or to cancel, modify or suspend this Giveaway, and conduct a random drawing to select the prize winners in any manner deemed fair and appropriate by FIAF. If the Giveaway is cancelled, modified, or suspended, notice will be posted on FIAF's Website. FIAF reserves the right to prosecute any fraudulent entries to the fullest extent of the law.

#### **PARTICIPATING BOOTHS:**

- FIAF PHOTOBOOTH
- FINANCIER PATISSERIE
- SUD DE FRANCE

- TV5MONDE

**ELIGIBILITY:** The Giveaway may only be entered from and in eligible jurisdictions. FIAF and its representatives, officers, directors, and employees are not eligible to participate. In the event of a dispute about the identity of a participant, each entry will be declared made by the registered account holder of the Instagram account at time of entry. With respect to any winning entry, the winner may be required to provide FIAF with proof that the person is the registered account holder of the Instagram account associated with the winning entry. By entering the Giveaway, participants agree to comply with and be bound by these Official Rules and the decisions of the judges which are final and binding in all respects. Failure to comply with these Official Rules may result in disqualification from the Giveaway.

**GRAND PRIZE:**

- One gift basket with branded bag, apron, fan and 2 bottles of wine (contingent upon the winner being over 21 years of age), courtesy of Sud de France. Approximate retail value of \$100.00 total.
- One \$50 gift certificate, courtesy of Financier Patisserie. Approximate retail value of \$50.00 total.
- One TV5MONDE gift set, including a wall mount/phone charger, notebook/pen set and summertime tumbler set, courtesy of TV5MONDE. Approximate retail value of \$30.00 total.
- One fall French Language Course for Adults, courtesy of FIAF. Approximate retail value of \$615.00 total.
- Four passes to a "CinéSalon" screening, courtesy of FIAF. Approximate retail value of \$56.00 total.

Lost or stolen prizes will not be replaced. Prizes do not include any additional item or expense not specifically described in these Official Rules, which are the sole responsibility of winner. Prizes may not be transferred or assigned. Only listed prizes will be awarded and no substitutions or cash equivalents or redemption will be made, except that FIAF reserves the right to award a prize of equal or greater financial value if any advertised prize (or any component thereof) becomes unavailable. Winners agree to accept the prize "as is", and participants hereby acknowledge that FIAF has neither made nor is in any manner responsible or liable for any warranty or representation, express or implied, in fact or in law, relative to the prize. Any valuation of the prizes stated above is based on available information provided to FIAF and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Each winner is solely responsible for reporting and paying any and all applicable taxes. Each winner must provide FIAF with a valid taxpayer identification number or social security number before any prize is awarded.

**WINNER SELECTION:** The winner will be selected on July 11, 2014, in a random drawing from among all eligible entries received. The drawing will be conducted by FIAF, whose decisions and interpretations on all matters relating to the Giveaway and these Official Rules are final and binding in all respects. FIAF reserves the right to disqualify any participant or winner and may refuse to award any prize to a

person who is ineligible or has violated any rule, gained unfair advantage in participating in the Giveaway, or obtained winner status using fraudulent means. Each participant's odds of winning a prize increase with the number of entries received. The potential winner will be notified by a message on Instagram's direct message system and must meet all eligibility requirements. Return of a prize or prize notification as undeliverable, or inability of FIAF to contact a potential winner by e-mail within twenty-four (24) hours of selection, may result in disqualification of such potential winner, and an alternate winner may be selected by random drawing at FIAF's discretion. In the event a winner declines a prize, FIAF may, at its discretion, select an alternate winner by random drawing.

**PUBLICITY, PRIVACY & PRIZE NOTIFICATION:** Except where prohibited by law or regulation, by submitting an entry, participant grants FIAF a perpetual, worldwide, royalty-free license to use his/her name, photograph, voice, and likeness in connection with the promotion of this and other contests. Participants agree that FIAF may disclose to third parties all personal information obtained from participants and use such information for marketing and other purposes. Winners may be required to complete, sign, notarize and return an affidavit of eligibility/liability release and a publicity release, which must be returned, properly executed, within ten (10) days of issuance of prize notification. If the winner is under eighteen (18) years of age, the affidavit of eligibility/liability release and publicity release must be executed by both the winner and one (1) or both parents or legal guardians, depending upon the state of residence of the winner. If these documents are not returned properly executed, or are returned to FIAF as undeliverable, or if any given prize winner does not otherwise comply with the Official Rules, the prize will be forfeited and awarded to an alternate winner. A winner collecting the 2 bottles of wine from Sud de France must be 21 or older.

**GENERAL CONDITIONS:** The Giveaway is void where prohibited by law and is governed by the laws of the State of New York. The submission of an entry is solely the responsibility of the participant. Only eligible entries actually received within each Entry Period will be included in the prize drawings. For purposes of these Official Rules, "receipt" of an online entry occurs when a post featuring a photo of one of the participating booths and the aforementioned hashtag is published on Instagram by an account that also follows @FIAFNY. Any automated computer receipt (such as one confirming delivery of e-mail) does not constitute proof of actual receipt by FIAF of an entry for purposes of these Official Rules. FIAF is not responsible for lost, delayed, unclear, incomplete, misdirected or ineligible entries, which will be disqualified, or for technical, computer network, or telephone malfunctions or communications of any kind, whatever their cause or origin, which may limit the ability to participate, or by any human error that may occur in the processing of the entries in the Giveaway. Any person attempting to defraud FIAF or in any way tamper with, damage or undermine the legitimate operation of the Giveaway may be subject to civil and/or criminal prosecution.

**LIMITATION OF LIABILITY & RELEASE:** By participating in the Giveaway, participants agree to indemnify and hold harmless FIAF and its agents, representatives, officers, directors, and employees from and against any and all injuries, losses, damages, claims, and actions of any kind arising from or relating to participation in the Giveaway, or acceptance, possession, use, misuse, or nonuse of the prize that may be awarded, including, without limitation, actual, direct, indirect, consequential, punitive, special, or other damages. **WINNER IDENTIFICATION:** Winner identification is available only within sixty (60) days after the close of the Giveaway. The identification may be requested by emailing [bastilleday@fiarf.org](mailto:bastilleday@fiarf.org).

MISCELLANEOUS: The names of companies, products and services mentioned herein have been used for identification purposes only and may be the copyrighted properties and trademarks of their respective owners. The mention of any company, or the inclusion of a product or service as a prize, does not imply any association with or endorsement by such company and, except as otherwise indicated no association or endorsement is intended or should be inferred.

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