

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

1. Eligibility: This Campaign is open only to those who have a public profile on Instagram. Participants must be at least 18 years of age or older as of the date of entry. The Campaign is only open to legal residents of the United States, and is void where prohibited by law. Employees of the City of McKinney (the "City"), its affiliates, and subsidiaries, (collectively the "Employees"), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Campaign. The Campaign is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

2. Agreement to Rules: By participating, the Contestant ("You") agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of the City as final and binding as it relates to the content of this Campaign.

3. Campaign Period: Entries will be accepted online starting on October 1, 2019 12:00 a.m. CST and ending October 22, 2019 11:59 p.m. CST.

4. How to Enter: The Campaign must be entered by submitting a photo entry on Instagram by using the hashtag #IAMUNIQUEBYNATURE and tagging @cityofmckinney in Your photo. The entry must also designate one or more of the following categories in which it is entering: (1) youngest participant; (2) oldest participant; (3) most creative/unique; (4) largest group; or (5) furry friend(s). Finally, the photo entry must be taken at Al Ruschhaupt Park and include the "UNIQUE" letters located therein. A photo of the "UNIQUE" letters from previous park locations do not qualify. The entry must fulfill said requirements to be eligible to win. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of the City.

5. Prizes: The Winner(s) of the Campaign (the "Winner") will each receive a #IAMUNIQUEBYNATURE gift basket valued at approximately \$50. The Winner shall be the individual who runs the Instagram account for the posted photo. The Winner must accept the prize in person. The specifics of the prize shall be solely determined by the City. No cash or other prize substitution shall be permitted except at the City's discretion. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for the City to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

6. Winner Selection and Notification: The City's Communications and Marketing Department will select the Winner(s) for categories of (1) youngest participant, (2) oldest participant, and (3) largest group. For the (1) most creative/unique and (2) furry friend(s) categories, the City's Communications and Marketing Department will select the top five

(5) submissions for each category, and then the Winner for each will be selected by whoever receives the most votes from a poll that will be placed on the City's Facebook page. Winner(s) will be notified via Instagram within five (5) days following selection of Winner. The City shall have no liability for Winner's failure to receive notices due to spam or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within 30 days from the time award notification was sent, the prize may be forfeited and an alternate Winner selected. Receipt by Winner of the prize offered in this Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT CITY'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

7. Rights Granted by You: By entering this content, You understand and agree that the City, anyone acting on behalf of the City, and the City's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes. without any further compensation, notice, review, or consent.

8. Terms & Conditions: The City reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond the City's control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, the City may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by the City. The City reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions.

9. Limitation of Liability: By entering, You agree to release and hold harmless the City 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 Campaign 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, or 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 Promotion; (v) electronic or human error in the administration of the Campaign or the processing of entries.

10. Disputes: THIS CAMPAIGN IS GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Campaign, 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 Campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Collin County, Texas having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Campaign). Participant further waives all rights to have damages multiplied or increased.

11. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the City of McKinney's website. To read the Privacy Policy, click here: <https://www.mckinneytexas.org/2017/Website-Policies-and-Privacy>.

12. Winners List: Any requests for the Winner's name or a copy of these Official Rules shall be in compliance with the Texas Public Information Act.

13. Sponsor: The Sponsor of the Campaign is the City of McKinney, 222 N. Tennessee St., McKinney, TX 75069.

14. Instagram: The Campaign hosted by the City of McKinney is in no way sponsored, endorsed, administered by, or associated with Instagram.