

visitRaleigh.com's "themostnc.com Selfie Contest" (the "Contest")

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN THE CONTEST.

1. CONTEST DESCRIPTION

The "Sponsor" is the Greater Raleigh Convention and Visitors Bureau (GRCVB or visitRaleigh.com), 421 Fayetteville Street, Suite 1505, Raleigh, NC 27601.

Sponsor's "themostnc.com Selfie Contest" (the "Contest") is a competition in which one (1) winner ("Winner") will be selected randomly from all eligible Entries. The Winner will be awarded one (1) Martin LX1 Little Martin acoustic guitar.

The Contest begins at 10:30 AM Eastern on Saturday, May 16, 2015, and ends at 11:59 PM Eastern on Thursday, June 25, 2015. The deadline for submissions is 11:59 PM Eastern on Thursday, June 25, 2015. The selection process and announcement of a potential winner will take place on Friday, June 26, 2015. Odds of winning depend on the number of eligible entries received.

The potential winner will be sent a prize-winning notification via a comment from the visitRaleigh Instagram account (including a respond-to email address) on their Instagram account by 5:00 PM Eastern on Friday, June 26, 2015. Such potential winner has until 5:00 PM Eastern on June 29, 2015, to claim his/her prize by responding via e-mail or an alternate potential winner will be selected. In addition, an alternate potential winner will be selected in the event that the potential winner (i) does not comply with these official rules, (ii) cannot be contacted via Instagram, (iii) is ineligible, or (iv) fails to claim a prize via email or if the prize is returned as undeliverable.

Acceptance of the prize constitutes permission for Sponsor and contest entities to use Winner's name and likeness for administering the Contest, as well as for advertising and promotional purposes without compensation, unless otherwise prohibited by law.

2. ELIGIBILITY

The Contest is open only to legal residents of the 50 United States and the District of Columbia (excluding Puerto Rico and all other territories), who are 18 years of age or older.

Employees, officers and directors of Sponsor, and members of their immediate families (defined as spouse, child, sibling, parent, or partner), together with those with whom such employees, officers and directors are domiciled, are NOT eligible to participate in the Contest.

The Winner will be required to execute a liability release attesting that the Winner has complied with all the official rules and that the Winner releases Sponsor and all prize-supplier companies from all liability for damages or personal injury in connection with the Winner's use of the prize, and a publicity release consenting that the Sponsor and anyone they may authorize may, without compensation, use the Winner's name, photograph or other likeness, biographical information and statements concerning the Contest or the Sponsor for purposes of advertising and promotion.

Each Entrant (as defined below) completely releases Instagram from any responsibility in this Contest. Each Entrant acknowledges that the Contest is in no way sponsored, endorsed or administered by Instagram.

3. HOW TO SUBMIT A CONTEST ENTRY

Any individual wishing to compete in the Contest ("Entrant") must enter in this manner:

1. Take a picture of yourself (a “selfie”) wearing the official themostnc.com sunglasses (description: the sunglasses have green temples—one temple bearing the text “themostnc.com” in black letters—and black rims and lenses).
2. Post the photo on your own Instagram account, including the hashtag #themostnc in the text.
3. The GRCVB will keep a record of each selfie/sunglasses photo tagged with #themostnc in its Woobox account and then a random number or winner generator picks the potential winner or alternate potential winner, if applicable. Due to the volume of requests we receive, we cannot and will not answer ANY questions about the contest on Instagram or via e-mail. The information you need is all right here.

4. CONDITIONS OF CONTEST ENTRY

All entries become the property of the Sponsor and will not be acknowledged or returned. By entering, Entrants accept and agree to be bound by these Official Rules, including the decisions of the Sponsor which are final and binding in all respects.

As conditions of entry into the Contest, each Entrant:

- WARRANTS AND REPRESENTS THAT THE ENTRANT OWNS ALL RIGHTS TO THE MATERIALS HE/SHE IS SUBMITTING (COLLECTIVELY, THE “CONTEST ENTRY MATERIALS”).
- Irrevocably grants to Sponsor, and its affiliates, legal representatives, assigns, agents and licensees, a worldwide, royalty-free, non-exclusive, sub licensable, unconditional, perpetual and transferable right and license to copyright (only as applicable), reproduce, encode, store, modify, copy, transmit, publish, post, broadcast, display, edit for length and content, publicly perform, adapt, exhibit and/or otherwise use or reuse (without limitation as to when or to the number of times used), the Entrant’s name, address, image, likeness, statements, biographical material and Contest Entry Materials, including, but not limited to, any additional images and other materials relating to the Entrant and arising out of his/her participation in this Contest (with or without using the Entrant’s name) (collectively, the “Additional Materials”) (in each case, as submitted or as edited/modified in any way, whether by the Sponsor, its licensees, or assigns, in the Sponsor’s sole discretion) in any media throughout the world for any purpose, without limitation, and without additional review, compensation, or approval from the Entrant or any other party.
- Irrevocably grants to Sponsor, and its affiliates, legal representatives, assigns, agents and licensees, a worldwide, royalty-free, non-exclusive, sub licensable, unconditional, perpetual and transferable right and license to use the Contest Entry Materials for advertising, promotional or any other commercial purposes, including without limitation, the right to publicly display, reproduce and distribute the Contest Entry Materials in any other media, now known or hereafter devised, discovered or developed, throughout the world or universe, in perpetuity, in and/or via any format whatsoever, including, without limitation, any and all rights to license any of the same to any third parties, including, without limitation, Sponsor’s ability to publish, reproduce and otherwise use. Entrant’s name may be published on any Sponsor-owned website.
- Forever waives any rights of privacy, intellectual property rights, and any other legal or moral rights that may preclude Sponsor’s use of the Entrant’s Contest Entry Materials or Additional Materials, or require the Contest Entrant’s permission for Sponsor to use them for promotional purposes, and agrees to never sue or assert any claim against the Sponsor’s use of those materials.
- Agrees to indemnify and hold the Sponsor and its respective affiliates, officers, directors, agents, co-branders or other partners, and any of their employees (collectively, the “Contest Indemnitees”), harmless from any and all claims, damages, expenses, costs (including reasonable attorneys’ fees) and liabilities (including settlements), brought or asserted by any third party against any of the Contest Indemnitees arising out of or in connection with the

Contest, including, but not limited to, (a) any Contest Entry Materials or Additional Materials (including, but not limited to, any and all claims of third parties, whether or not groundless, based on the submission of such other material or based on trademark, copyright, or other intellectual property rights, right of publicity, right of privacy or defamation); (b) any breach by Entrant of any warranty, agreement or representation contained in the Official Rules or in any documentation submitted by Entrant; (c) the Entrant's conduct during and in connection with this Contest; or (d) the acceptance of any prize.

5. SPONSOR'S RIGHT TO DISQUALIFY

At any time during the Contest, Sponsor reserves the right, in its sole and unfettered discretion, to disqualify and remove any Entry that it believes does not meet the spirit or requirements of the Official Rules. The decisions of the Sponsor on this and all matters relating to the Contest are final and binding.

6. WINNER SELECTION PROCESS

A total of one (1) potential winner will be selected randomly from all eligible Entries. The selection will take place on June 26, 2015. An alternate potential winner will be selected randomly from all eligible Entries if needed in accordance with these rules.

7. PRIZES

The prize is one (1) Martin LX1 Little Martin acoustic guitar.

The prize has a fair market value of \$429.00. The prize is non-transferable and shall be deemed to have no cash value. The prize may not be used as a sales or trade incentive for employees of Sponsor, their agencies or clients.

No prize substitution is permitted, except by Sponsor, which reserves the right to substitute any prize of equal or comparable value including cash in the event of prize unavailability.

ALL FEDERAL, STATE AND LOCAL TAXES, FEES AND SURCHARGES APPLICABLE TO THE PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER. Winner acknowledges and agrees that as a condition of being awarded the prize, Winner must sign and return, within two (2) days following attempted notification, a release in a form as provided by Sponsor. Noncompliance within this time period may result in disqualification and an alternate Winner may be selected.

If any activity relating to any prize is canceled or postponed for any reason, the balance of the prize will be awarded in full satisfaction of prize award.

8. OTHER RESTRICTIONS AND EXCLUSIONS

Prize package fulfillment is subject to availability and restrictions of the Sponsor.

Items NOT included as part of the prize which are the responsibility of the Winner include: income taxes and all other costs and expenses not otherwise mentioned herein.

9. LIMITATIONS OF LIABILITY

Sponsor assumes no responsibility for any computer, online, telephone transmission or technical malfunctions that may occur during participation in the Contest, or theft, destruction or unauthorized access to, or alteration of, Contest Entry Materials or Additional Materials. Sponsor is not responsible for any incorrect or inaccurate information, whether caused by website users, Entrants, or any of the equipment or programming associated with or utilized in the Contest, or for any technical or human error which may occur during in the Contest. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation of transmission, failures or technical malfunction of any smart phone, telephone

network or lines, computer online systems, servers, providers, computer equipment, software, email, players or browsers, whether on account of technical problems, traffic congestion on the Internet or at any website, or on account of any combination of the foregoing (including but not limited to any such problems which may result in the inability to access the Contest Site or to submit Entry Materials in connection with the Contest). Sponsor is not responsible for any injury or damage to participants or to any computer or smart phone related to or resulting from participating or downloading materials in this Contest. If, for any reason, the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest and select winners from among that portion of the Contest that has not been compromised, if any. Sponsor reserves the right to cancel the Contest at any time without obligation or prior notice.

10. ARBITRATION/CHOICE OF LAW

Except where prohibited, Entrants agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Contest, any prize awarded, or the determination of the Winner, shall be resolved individually, without resort to any form of class action, and exclusively by binding arbitration pursuant to the Rules of the American Arbitration Association, then effective, and (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will Entrant be permitted to obtain awards for and Entrant 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. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall take place in Raleigh, North Carolina. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrant and/or Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of North Carolina, without regard for conflicts of law doctrine, and all proceedings shall take place in the State of North Carolina.

11. OTHER DISCLAIMERS

Except where prohibited by law, participation in the Contest shall constitute an Entrant's consent to be bound by these Official Rules and to conform to all federal, state and local laws.

The Sponsor, in its sole discretion, reserves the right to disqualify any individual who attempts to undermine the legitimate operation of the Contest by tampering with any web site mechanism, acts in a disruptive manner or violates these Official Rules.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION OF SUCH ENTRANT. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

12. PERSONAL INFORMATION AND PRIVACY POLICIES

From time to time the visitRaleigh.com website requests information from users through surveys or Contest. Participation in these surveys or Contest is completely voluntary, and the user therefore has a choice whether or not to disclose requested information. Personal information requested may include contact information (such as name and address), demographic information (such as gender, occupation and age range) and vacation habits or plans.

Survey participants may be contacted about their vacation experiences in Raleigh, N.C. The Sponsor or its agents may, from time to time, contact Contest participants with special offers made by our marketing partners – Greater Raleigh's tourism businesses. At that time, users will have the option to request to not

receive any further information or offers from the Sponsor. The Sponsor will not provide personal information collected via surveys to businesses or organizations for their own direct marketing purposes. Information provided for Contest entry will be used by the Sponsor to notify the Winner and award the prize. Contact information may also be used for direct marketing purposes by the Sponsor.

13. SPONSOR CONTACT INFORMATION

Greater Raleigh Convention and Visitors Bureau
ATTN: themostnc.com Selfie Contest
421 Fayetteville Street, Suite 1505
Raleigh, NC 27601-2995
919.834.5900 (phone)
919.831.2887 (fax)
visitRaleigh.com (Web): visit@visitRaleigh.com