

## **BEAUTY AND THE BUS**

### **CONTEST OVERVIEW**

1. The basics:
  1. BostonBRT's Beauty and the Bus social media contest runs from March 30<sup>th</sup> until May 25<sup>th</sup> 2017.
  2. Participants post images or short videos (less than 90 seconds) of beauty they encounter on their bus commutes to Twitter, Instagram or Facebook with the tag #BosBRT for a chance to win one of eight weekend stays at a Boston-based Westin Hotel and a \$150 gift card for food and incidentals.
  3. Entries must be original content, produced by the contestant and captured within the Commonwealth of Massachusetts in 2017.
  4. Eligible entries must showcase a scene along a bus commute, such as: inside a bus; inside a bus looking out; at a bus stop or station; or of buses or other commuters.
  5. The eight winners will be selected by a six-member panel of judges from BostonBRT. Entries can be posted any time within the week. During the contest period, each Wednesday at 11:59PM, the judges will select the winner that is deemed the most fun, creative, and inspired entry of the week. A grand prize winner (one of the eight previous winners) will be selected within 4 weeks after the end date of contest, but no later than June 22, 2017.
  6. Each photo or video can only be submitted for consideration once during the contest period. Multiple submissions of the same photo or video is prohibited. Entries that do not win in a particular week, will not be considered in subsequent weeks.
2. The prizes:
  1. Each week, starting March 30, and for eight consecutive weeks, a new individual will be awarded a weekend (two consecutive nights) stay at a Westin Hotel and a \$150 gift card.
  2. The Westin Hotels & Resorts include the Westin Boston Waterfront, Aloft Boston Seaport, and Element Boston Seaport.
  3. The grand prize, one night in the presidential suite at the Westin Boston Waterfront and a \$200 gift card, will be awarded to one of the eight winners from the previous eight weeks.
3. The fine print:
  1. Individuals are only eligible to win once during the eight weeks. A grand prize winner will be selected among the eight entries and will receive an additional prize.
  2. All hotel prizes must be claimed and used by December 30, 2018. Reservations are subject to room availability. Blackout dates may apply.
  3. Photos and videos must be submitted by 11:59PM each Wednesday within the week of the prize to be eligible for that prize. A winner will be selected every Wednesday at 11:59PM during the contest period, and notified the following week. Entries submitted after that time will be considered in the next round.
  4. Photos and videos must be new, original content and not previously used on social media, on other materials, or been submitted to other contests.
  5. There is no limit on the number of original entries submitted each week. Each photo or video can only be submitted for consideration once during the contest period. Multiple submissions of the same photo or video is prohibited.

Entries that do not win in a particular week will not be considered in subsequent weeks.

6. Images submitted to @BosBRT may be featured on the BostonBRT website and blogs of its affiliates, subsidiaries, advertising and promotion agencies.

## HOW TO ENTER

1. Submit photos or short videos of something beautiful along your bus commute: at the bus stop, inside a bus, inside a bus looking out, or of buses or other commuters.
2. Share entries on Twitter, Instagram or Facebook, tag @BosBRT and use #BosBRT.

## CONTEST RULES

**1. Eligibility:** This Contest is open only to those who are 18 years of age or older as of the date of entry. The Contest is only open to legal residents of the United States, and is void where prohibited by law. BostonBRT, its affiliates, subsidiaries, advertising and promotion agencies, are not eligible to participate in the Contest. The Contest 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 BostonBRT as final and binding as it relates to the content of this Contest.

**3. Contest Period:** Entries will be accepted online starting on March 30th, 2017 at 8:00am ET, and ending May 24<sup>th</sup> 2017 at 11:59PM ET. All entries must be received by May 24<sup>th</sup> 2017 at 11:59PM ET.

**4. How to Enter:** To enter the Contest, post images or short videos (less than 90 seconds) with scenes from a bus commute in Massachusetts to Twitter, Instagram, or Facebook with the tag @BosBRT and use #BosBRT. The contest website is <http://www.bostonbrt.org/beauty-and-the-bus>. The entry must fulfill all Contest requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of BostonBRT. You may enter multiple times per week with unique photos or videos. Each individual may only win once. If You use fraudulent methods or otherwise attempt to circumvent the rules, such as using multiple email addresses, identities, or devices to win more than once, your submission may be removed from eligibility at the sole discretion of BostonBRT.

**5. Prizes:** The Winner(s) of the Contest (the "Winner") will receive one weekend (2 consecutive nights) stay at the Boston-based Westin Hotels and Resorts and \$150 gift card. The Westin Resorts Properties include The Westin Boston Waterfront, Aloft Boston Seaport and Element Boston Seaport. Participants are only allowed to win once in the 8-week period of the contest. One winner will be selected each week over the 8-week contest period. An additional Grand Prize of one night at the Westin Waterfront Presidential suite and a \$200 gift card will be awarded to one of the 8 winners from the previous weeks' contest winners. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by BostonBRT. 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 BostonBRT to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

**6. Odds:** The odds of winning depend on the number of eligible entries received.

**7. Winner Selection and Notification:** Weekly winners will be selected by a panel of social media experts from the Boston community and members of BostonBRT under the supervision of Ad Hoc Industries. Winners will be notified by Direct Message on social media within five (5) days following selection of a Winner. BostonBRT shall have no liability for Winner's failure to receive notices due to spam, junk e-mail 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 10 days from the time award notification was sent, the prize may be forfeited and an alternate Winner will be selected. Winners will be required to present a photo ID to claim the prize. Winners must use their full names to accept the prize. Receipt by Winner of the prize offered in this Contest is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT BOSTONBRT'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CONTEST, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

**8. Rights Granted by You:** By entering content (photo or video), You understand and agree that BostonBRT and anyone acting on behalf of BostonBRT 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 any further compensation, notice, review, or consent. By entering this content, You represent and warrant that your entry is an original work of authorship and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, You will be disqualified at the sole discretion of BostonBRT if the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party. You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless BostonBRT from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which BostonBRT may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

**9. Terms & Conditions:** BostonBRT reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest should a virus, bug, non-authorized human intervention, fraud, or other cause beyond BostonBRT's control corrupt or affect the administration, security, fairness, or proper conduct of the Contest. In such case, BostonBRT may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by BostonBRT. BostonBRT 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 Contest or website or violates these Terms & Conditions. BostonBRT has the right, in its sole discretion, to maintain the integrity of the Contest, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Contest rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws. Should such attempt be made, BostonBRT reserves the right to seek damages to the fullest extent permitted by law.

**10. Limitation of Liability:** By entering, You agree to release and hold harmless BostonBRT 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 Contest 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 Promotion or the processing of entries. BostonBRT and its affiliates, reserve the right to use all images provided through the contest.

**11. Disputes:** This Contest is governed by the laws of The United States and Massachusetts, without respect to conflict of law doctrines. As a condition of participating in this Contest, 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 Contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Massachusetts 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 Contest). Participant further waives all rights to have damages multiplied or increased.

**12. Winners List:** To obtain a copy of the Winner's name or a copy of these Official Rules, email your request to [contact@BostonBRT.org](mailto:contact@BostonBRT.org).

**13. Social Media:** The Contest is hosted by BostonBRT and is in no way sponsored, endorsed, administered by, or associated with Twitter, Instagram and Facebook.