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 enter through Instagram and who are twenty one years of age or older as of the date of entry. The Campaign is only open to legal residents of the fifty (50) United States and the District of Columbia and is void where prohibited by law. Employees of the St. Johns Cultural Council, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (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") agrees 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 St. Johns Cultural Council as final and binding as it relates to the content of this Campaign.
- 3. Campaign Period: Entries will be accepted on Instagram starting Friday, November 17, 2023, at 12pm EST and ending January 3, 2024 at 11:59pm EST.
- 4. How to Enter: The Campaign must be entered by posting a photo of which you are the owner to Instagram. The entry must fulfill all Campaign requirements, as specified, to be eligible to win a prize. These requirements include being a follower of the @HistoricCoastCulture Instagram account and including the hashtag #historiccoastphoto in your Instagram post text. The Instagram post must have a posting date during the Campaign Period listed above.

Entrants may submit as many entries as they like. No entrant may win more than one Category Prize. An entrant that wins a Category Prize is eligible to also win the Grand Prize but not for the same photo. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of the St. Johns Cultural Council.

5. Prizes: There will be up to four, and no fewer than three, Winners of the Campaign (the "Winner").

The Grand Prize Winner will receive \$300.

Three Category Winners will receive \$150 each.

Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by the St. Johns Cultural Council. No cash or other prize substitution shall be permitted except at the St. Johns Cultural Council'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 St. Johns Cultural Council to 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.

- 6. Odds: The odds of winning depend on the number of eligible entries received.
- 7. Winner Selection and Notification: Grand Prize Winner will be selected by the St. Johns Cultural Council in conjunction with its promotion agencies. Winner will be notified by direct message through Instagram by January 31, 2024. The St. Johns Cultural Council shall have no liability for Winner's failure to receive notices due to spam, junk email, 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 2 days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, 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.

Category Winners (3) will be selected by running a community vote of finalists on @historiccoastculture's Instagram Stories. The St. Johns Cultural Council in conjunction with its promotion agencies will select the finalists in each category (Holiday Fun, Sips and Bites and Historic Sites) and supervise the vote. Each winner will be notified by direct message through Instagram within five (5) days following selection of Winner. The St. Johns Cultural Council shall have no liability for Winner's failure to receive notices due to spam, junk email, 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 2 days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, 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 THE ST. JOHNS CULTURAL COUNCIL'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

8. Rights Granted by You: By entering this content (e.g., photo, video, text, etc.), You understand and agree that the St. Johns Cultural Council, anyone acting on behalf of the St. Johns Cultural Council, and the St. Johns Cultural Council's licensees, successors, and assigns, shall have the right, to promote your entry on the St. Johns Cultural Council's social media accounts and website 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 the St. Johns Cultural Council. 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 the St. Johns Cultural Council from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which the St. Johns Cultural Council 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: the St. Johns Cultural Council 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 St. Johns Cultural Council's control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, the St. Johns Cultural Council may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by the St. Johns Cultural Council. The St. Johns Cultural Council 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. The St. Johns Cultural Council has the right, in its sole discretion, to maintain the integrity of the Campaign, 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 Campaign rules; or the use of bots, macros, scripts, or other technical means for entering or voting. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such an attempt be made, the St. Johns Cultural Council 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 the St. Johns Cultural Council 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 Promotion or the processing of entries.
- 11. Disputes: THIS CAMPAIGN IS GOVERNED BY THE LAWS OF ST. JOHNS COUNTY AND THE STATE OF FLORIDA, 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 the state of Florida 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.
- 12. Winners List: To obtain a copy of the Winners' names or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: the St. Johns Cultural Council, 184 San Marco Avenue, St. Augustine, FL 32084, USA. Requests must be received no later than February 28, 2024 at 11:59pm EST.

- 13. Sponsor: The Sponsor of the Campaign is the St. Johns Cultural Council, 184 San Marco Avenue, St. Augustine, FL 32084, USA.
- 14. Instagram and Facebook: The Campaign hosted by the St. Johns Cultural Council is in no way sponsored, endorsed, administered by, or associated with Instagram or Facebook.