

REED & ASSOCIATES MARKETING OFFICIAL RULES AND REGULATIONS

CONTEST DATES. The #IHeartNorfolk Instagram Contest (the “Promotion”) begins at 12:00:00 a.m. Eastern Time (“ET”) on Feb. 2, 2015 and ends at 11:59 p.m. Eastern Time (“ET”) on Feb. 16, 2015 (the “Promotion Period”). The Promotion Period consists of two (2) phases as set forth in the chart below.

ELIGIBILITY REQUIREMENTS: The Promotion is open to legal residents of the fifty (50) United States and the District of Columbia who are age eighteen (18) years old or older (or the age of majority in their state or residence) as of the date the contest begins. Employees and their immediate family (parent, child, sibling and spouse of each) and individuals residing in the same household (whether or not related) of Reed & Associates Marketing are not eligible to win. All applicable federal, state and local laws and regulations apply. This Promotion consists of a contest of skill (the “Contest”).

This promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram®.

AGREEMENT TO OFFICIAL RULES. By participating in the Promotion, the participant (“Entrant”) fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor and/or Administrators, which are final and binding in all matters related to the Promotion. The award of a prize is contingent upon Entrant complying with all conditions and fulfilling all requirements set forth herein.

HOW TO ENTER:

To enter, a participant would need to:

- Follow Reed & Associates Marketing on Instagram @ReedAndAssociates
- Snap as many photos of your favorite place(s) in Norfolk
- Upload on Instagram & tag @ReedAndAssociates as well as #IHeartNorfolk

ENTRANT IS RESPONSIBLE FOR OBTAINING PERMISSION TO USE THE PICTURE, IMAGE, LIKENESS AND/OR NAME OF ANY THIRD PARTIES SHOWN IN THE ENTRY. Sponsor may require that any such third parties sign a waiver and release prior to the posting of the Entry on the Website or the granting of any prize.

USE OF TRADEMARKS AND SLOGANS. For the sole purpose of participation and entry in this Promotion, Sponsor hereby grants each Entrant a non-exclusive, royalty-free license to use the trademarks and copyrights owned by Sponsor in the creation of the Entry, subject to the entry restrictions and guidelines contained in these Official Rules. This license extends only to Entries

submitted to Sponsor in accordance with these Official Rules. This license does not extend to Entries created in connection with the Promotion, but not submitted to Sponsor in accordance with these Official Rules. Use of trademarks, copyrights, and other intellectual property owned by Sponsors in any form of media not submitted to Sponsor in connection with this Promotion and in accordance with these Official Rules constitutes an unauthorized use and infringement of the intellectual property rights of Sponsor. Sponsor hereby reserves all rights and remedies available to Sponsor at law or in equity to enforce these Official Rules, including, but not limited to, the enforcement of any trademark, copyright, and other intellectual property rights owned by Sponsors.

SELECTION OF FINALISTS AND WINNER. At the conclusion of the Promotion Period, Sponsor will post the finalist' Entries in compliance with the Official Rules at <http://ReedAndAssociatesMarketing.com> on or around Feb. 2, 2015. All Entries will be reviewed for content before being posted on the website. Entries submitted may or may not be posted on the websites, in the sole and absolute discretion of Sponsor. Sponsor shall have absolutely no obligation to give feedback or reasoning for why any Entry is not posted on the website. Sponsor shall have the sole right to reject or remove an Entry from the Websites at any time.

JUDGING: Contest finalists will be selected according to the following judging criteria:

- 34% Creativity and originality
- 33% Overall quality and appearance of photos
- 33% Relevance to contest theme and description of photo

PRIZES.

a) ONE (1) GRAND PRIZE: One winner will receive a \$250 gift card and a \$250 donation to the Norfolk charity of their choice.

All federal and state taxes on prizes are the sole responsibility of the winners. The winner acknowledges that the prize is taxable and agrees to provide information for, and verify by signature, the appropriate IRS and other forms as determined by Sponsor. No transfer, assignment, cash redemption, or substitution of a prize is permitted except that Sponsor reserves the right, in its sole and absolute discretion, to substitute a prize (or portion of a prize) with a prize of comparable or greater value or cash value. In the event that a prize cannot be awarded for any reason or a winner is not capable of redeeming a prize for any reason, Sponsor shall not be obligated to award any prize. If, for any reason, more than the stated number of prizes are available and/or claimed, Sponsor reserves the right to award the prizes in such category by random drawing from among eligible prize claimants in such prize category or in a manner to be determined by Sponsor in its sole and absolute discretion.

HOW TO CLAIM PRIZE. Sponsor will reasonably attempt to notify Prize Winner via contact information provided on the entry form. Winners may be required to complete, sign, and return an Affidavit of Eligibility and, where lawful, a Liability/Publicity Release within ten (10) business days of receipt of notice of such winning status in order to accept and receive the prize. If the indicated forms are not signed and returned by the time indicated on the documents, or if a Prize Winner does not meet the eligibility criteria, declines the prize, cannot be contacted within the time frames set forth herein, or is otherwise unwilling or unable to comply with these Official Rules, an alternate Prize Winner may be selected at and in a manner to be determined in Sponsor's sole and absolute discretion.

RIGHTS IN THE ENTRY. All Entries (including all material embodied therein) submitted to Sponsor shall automatically become the sole and exclusive property of Sponsor immediately upon submission. Once an Entry has been submitted pursuant to the Promotion, the Entrant may not distribute, disseminate, sell, use, license, or post the Entry or any copies thereof in any medium (including other Internet sites) without the prior express written consent of Sponsor. Each Entrant, as a condition of participation in the Promotion, hereby grants Sponsor the exclusive, perpetual, worldwide right to edit, adapt, modify, reproduce, publish, distribute, and otherwise use (unless prohibited by applicable law) the Entry (including all material embodied therein) in any way or in any media now or hereafter known for trade, advertising, promotional, or other purposes as Sponsor determines, in its sole and absolute discretion, without further notice or compensation to the Entrant or any other third parties. Nothing herein shall be construed to require Sponsor to publish, distribute or in any way use the video (or any of the material embodied therein) should Sponsor in its sole discretion decline to do so.

PRIVACY AND PUBLICITY. Sponsor will collect personal data from Participants, and this information may be used for the purposes of administering the Promotion, publicizing the Promotion, and other promotional purposes that benefit the Sponsor. Unless prohibited by law, participation in the Promotion constitutes each Entrant's consent for Sponsor to use the Entrant's name (or username), age, hometown, and state of residence for Promotion or promotional purposes in any media now known or later developed, without payment or consideration to the Entrant. You are providing your contest entry information to Sponsor and not to Instagram. Any personally identifiable information provided directly to Instagram is subject to Instagram's Privacy Policy available at <http://instagram.com/about/legal/privacy/>.

GENERAL RELEASE AND WAIVER OF CLAIMS. By entering the Promotion and/or accepting a prize, each Entrant (for himself/herself and his/her heirs) hereby releases and indemnifies Instagram Sponsor, the Entities, and all of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, and all of their respective directors, officers, governors, employees, shareholders, and agents (collectively, the "Releasees") from any and all liability, loss, harm, damage, cost, expense, or claims including, but not limited to, third party claims based on: (i)

publicity and/or privacy rights, defamation, and intellectual property associated with the Entrant or winner's participation in the Promotion, redemption of any prize in connection with the Promotion, and/or use or misuse of any prize in connection with the Promotion, including, but not limited to, all reasonable counsel fees and court costs incurred, property damage, personal injury, and/or death; (ii) anything related to the production, promotion, or execution of the Contest (or participation therein), including preemption, cancellation, or rescheduling; and (iii) anything that may occur in connection with acceptance and/or use of the prizes or while participating in the Promotion, even if caused or contributed to by the negligence of Releasees.

MISCELLANEOUS. This Promotion will be administered in the State of Virginia, and by participating, all Entrants hereby agree that the laws of the State of Virginia will apply exclusively to the Promotion and that any dispute with respect to this Promotion will be resolved in either the federal or state courts located in the State of Virginia.

DISCLOSURE OF WINNER(S). To receive a list of winners, Email: gillian@reedandassociatesmarketing.com and/ or, send self-addressed stamped envelope marked "ATTENTION: Gillian Luce" on the back of the envelope to 253 W Bute Street, [Norfolk, Virginia](#) 23510.