

Help Spread The Word! Giveaway

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER. VOID WHERE PROHIBITED.

OPEN ONLY TO LEGAL RESIDENTS RESIDING IN THE NEW YORK CITY METROPOLITAN AREA

18 YEARS OF AGE OR OLDER

THIS GIVEAWAY IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH TWITTER, INC. ("TWITTER"), OR ANY OF THEIR AFFILIATES. INTERNET ACCESS IS REQUIRED FOR ENTRY. USE OF PERSONAL TWITTER ACCOUNTS ARE REQUIRED FOR ENTRY.

1. **PARTICIPATION:** By retweeting on your personal Twitter account the @RCNconnects Astound powered by RCN's Twitter post "*RCN is now Astound Broadband. #AstoundNYC @RCNconnects*", you are officially entered to the 2022 Astound Broadband Help Spread The Word! GIVEAWAY ("GIVEAWAY"), and you agree to be bound by the following rules ("Official Rules"), which constitute a binding agreement between you, on one hand, RCN Telecom Services of New York, L.P., ("RCN", or the "Sponsor"). These Official Rules apply only to this GIVEAWAY and not to any other giveaway, sweepstakes, or contests sponsored by RCN, Twitter or any of their respective affiliates.
2. **ELIGIBILITY:** The GIVEAWAY is open only to legal residents residing in the New York City metropolitan area who are 18 YEARS OF AGE OR OLDER as of the date referenced below as the start date for the GIVEAWAY ("Entrants"). Proof of residency and age may be required. RCN employees and their immediate families (spouses, parents, children, siblings, and their respective spouses), including household members of RCN employees (regardless of whether such household member is a spouse or family member) are not eligible to enter. RCN reserves the right to verify eligibility qualifications of any Winner (as defined in Section 5 hereof). U.S. law governs this GIVEAWAY.
3. **HOW TO ENTER:** All GIVEAWAY entries must be made by (i) Retweeting on your personal Twitter account the Astound powered by RCN's Twitter post, *RCN is now Astound Broadband. #AstoundNYC @RCNconnects*.

EACH QUALIFIED SUBMISSION MUST:

- Be received within the designated timeframe of Monday June 27, 2022 at 9:00 a.m. EDT through Monday, July 18, 2022 at 11:59 p.m. EDT.

Entry via Twitter:

- Retweet on your personal Twitter account the @RCNconnects Astound powered by RCN's Twitter post *RCN is now Astound Broadband. #AstoundNYC @RCNconnects*.

For the duration of the GIVEAWAY, RCN will monitor the @RCNconnects Astound Twitter account for retweets. Three (3) GRAND PRIZE winners will be selected out of all qualified submissions. Winner selection will be done randomly, at RCN's sole discretion.

The Winners will be contacted by RCN via the Direct Message feature on the Twitter platform, and/or via phone number and/or via email provided.

All posts and entries submitted as part of the GIVEAWAY, shall become the property of RCN. The submission shall constitute an assignment of the copyright and all other rights to the entry. By retweeting a post to Twitter in connection with this giveaway, Entrant agrees that all such content may be used by RCN for any reason, including, without limitation, reposting such content on its Twitter and Facebook accounts. RCN assumes no responsibility for any computer, telephone, cable, network, satellite, electronic or Internet hardware or software malfunctions, failures, connections, availability, or garbled or jumbled transmissions, or service provider/Internet/website/use net accessibility or availability, traffic congestion, or unauthorized human intervention. RCN reserves the right to modify, suspend, or terminate the GIVEAWAY in whole or in part by giving such notice, in any form and manner deemed appropriate by RCN. Should the GIVEAWAY be modified, suspended, or terminated in the sole discretion of RCN, the prizes will be awarded from eligible entries previously received and in accordance with these Official Rules.

4. **CONDITIONS OF ENTRY:** Incomplete entries may be declared void. By entering, Entrants agree to comply with these Official Rules, including all eligibility requirements. To enter, your computer must accept cookies, or any successor or similar technology (now known or hereafter devised or discovered), which may be used by RCN for the purposes of entry tracking and as set forth in RCN's online privacy policy, which can be found at <https://www.astound.com/policies-disclaimers/>. RCN is not responsible or liable for lost, stolen, mutilated, incomplete, incorrect, delayed, late, interrupted, illegible or misdirected entries. Multiple entries per household will be eligible to participate in the GIVEAWAY.

5. **PRIZES:** There will be Three (3) GRAND PRIZE Winners.

Prize Type	Prize Description	Total Quantity	Prize ARV
GRAND PRIZE	A \$100 Amazon Gift Card	1	\$100

The GRAND PRIZE has no cash redemption value. Any federal, state and local taxes assessed on the value of the prize are the sole responsibility of the Winner. No substitution or transfer of prizes permitted, except at the sole discretion of RCN. If any portion of a prize is unavailable, RCN reserves the right to substitute that portion of a prize with a prize of equal or greater value. RCN will use commercially reasonable efforts to deliver the prize.

6. GENERAL CONDITIONS:

The Winner will be required to sign and return any applicable documents sent by RCN related to the GIVEAWAY, which may include, but are not limited to, a letter of prize acceptance, release form, waiver of liability, W-9 form (if prize received is valued at or above \$600), tax documents and an affidavit of eligibility within three (3) days of notification. Failure to return such documents as specified or if prize notification is returned as undeliverable will result in the entry being disqualified and an alternate Winner being selected from eligible entries previously received. Where permitted by law, the Winner agrees to grant to RCN, its parent, and RCN's licensees, affiliates, designees and assigns, the right to print, publish, broadcast and use, worldwide, in any media now known or hereafter developed, including, but not limited to, the world wide web, at any time or times, the Winner's name, contest submission(s), portrait, picture, voice, likeness and biographical information as news or information and for advertising and promotional purposes without additional consideration, notification or permission; and further without such additional compensation, appear for, or provide biographical information for use in any presentation or other activity, which may include filming/audio/video/ electronic or other recordings and/or interviews as may be determined by RCN. Failure to make such appearances or grant such rights may result in disqualification with an alternate Winner or potential Winner selected from eligible entries previously received and in accordance with these Official Rules; and while not obligated to do so, RCN may in its sole discretion, bear such reasonable costs and expenses which RCN, in its sole discretion, deems appropriate for Winners or potential Winners to appear for a presentation or other activity. By participating in the GIVEAWAY. Entrants agree to release and hold harmless RCN

and its parents, subsidiaries, licensees, affiliates, advertising and promotion agencies, and their respective directors, officers, employees, representatives, and agents from any and all liability for any injuries, loss, or damage of any kind to person, including death, and property arising whole or in part, directly or indirectly, from acceptance, possession, use or misuse of a prize, participation in any GIVEAWAY-related activity, or participation in this GIVEAWAY.

IN NO EVENT WILL ANY OF RCN, ITS PARENTS, SUBSIDIARIES, LICENSEES, AND/OR AFFILIATES AND RELATED COMPANIES, NOR THEIR RESPECTIVE AFFILIATES, ADVERTISING OR PROMOTION AGENCIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ACCESS TO AND USE OF ANY INTERNET WEBSITE, INCLUDING BUT NOT LIMITED TO THE GIVEAWAY, OR THE DOWNLOADING FROM AND/OR PRINTING OF MATERIAL DOWNLOADED FROM SUCH WEBSITE. WITHOUT LIMITING THE FOREGOING, ALL CONTENT ON SUCH WEBSITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS, OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO ALL ENTRANTS. ENTRANTS ARE ADVISED TO CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

RCN reserves the right, at RCN's sole discretion, to disqualify any individual RCN determines (i) to have tampered with the entry process or the operation of the GIVEAWAY or web site; (ii) to be in violation of the Terms of Service of RCN's web site; (iii) to have violated the Official Rules; or (iv) to have acted in an un-sportsmanlike, unprofessional, or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any attempt by any entrant to obtain more than the stated number of entries by using multiple, different email, Instagram, Twitter or Facebook accounts, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified from the GIVEAWAY. Any use of robotic, automatic, macro, programmed, or like entry methods will void all such entries by such methods.

In the event of a dispute as to entries submitted by multiple users having the same email account, the primary account holder of the email account used to enter the GIVEAWAY at the actual time of the entry will be deemed to be the participant and must comply with these Official Rules. Authorized account subscriber is deemed to be the natural person who is assigned an email address by an Internet access provider, online service provider or other organization, which is responsible for assigning email addresses, or the domain associated with the submitted email

address. Authorized account holder of a Twitter account is defined as the natural person assigned to a Twitter account by Twitter.com Authorized account holder of a Facebook account is defined as the natural person assigned to a Facebook account by Facebook.com. A potential winner may be required to show proof that he/she is authorized account holder.

7. **COLLECTION OF INFORMATION: RCN will not sell, rent or otherwise** transfer any information, obtained throughout the course of this GIVEAWAY, to any third party, nor will RCN use this information for marketing purposes, except as expressly stated herein. As stated above, the GIVEAWAY is not open to minors under the age of majority in their country of residence without the express consent of a parent or legal guardian. In the event that an Entrant is under the age of eighteen (18) and submits an entry to RCN, RCN will delete, erase or destroy any and all personally identifiable information that is obtained from the entries following the conclusion of the GIVEAWAY.

8. **SPONSOR:**

