

The #WelcomeOneWTC Instagram Photo Contest

OFFICIAL RULES

No Purchase Necessary

1) DESCRIPTION OF THE CONTEST

The "The #WelcomeOneWTC Instagram Photo Contest" (the "Contest") is sponsored by Skidmore, Owings & Merrill LLP, 14 Wall Street, New York, NY 10006 ("Sponsor"). The Contest begins at 12:00 p.m. (noon) Eastern Standard Time ("EST") on November 3, 2014 and ends at 11:59 p.m. EST on December 3, 2014 (the "Contest Period"). One Contest winner will be selected in accordance with the judging criteria below on or about December 10, 2014. By participating in the Contest, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects.

2) WHO MAY ENTER

The Contest is open only to those legal residents of the 50 United States and the District of Columbia who are 14 years of age or older at the time of entry. Directors, officers and employees, and their immediate family members, or those living in the same household as such directors, officers and employees, of Sponsor and their respective parent, affiliated, or subsidiary companies, agents or representatives (collectively "Promotion Entities") are not eligible to enter or win. The Contest is void where restricted or prohibited by law.

3) HOW TO ENTER

To participate in the Contest, you should have an Instagram® account that is open to the public (an account where anyone can subscribe to your photos). You will not be eligible to participate if your Instagram account posts are set to the special private option. There is no cost to register for an Instagram account. During the Contest Period, upload to your Instagram account your favorite photographs that you have taken of One World Trade Center. Include the hashtag "#WelcomeOneWTC" and "@SkidmoreOwingsMerrill" in the caption of your uploaded image.

Those who do not have an Instagram account can submit photo entries to contest@som.com. Attached files must not exceed 10 megabytes in size. In the body of your email, include your name, address, phone number, and email address. Contestants are welcome to enter up to five photos for consideration. Submissions are subject to the usage rights as outlined in Usage Rights of Submissions (#9). Entries will not be acknowledged or returned.

4) SUBMISSION REQUIREMENTS

Each photograph that is entered into the Contest must meet ALL of the "Submission Requirements" set forth below to be eligible (a photograph that meets all such requirements will be referred to as a "Submission"). Failure to complete any step outlined in, or to follow any of, the Official Rules will result in disqualification of the attempted entry:

- (i) All captions must include the hashtag #WelcomeOneWTC;
- (ii) The location can be written in the caption or hashtagged in the caption;
- (iii) The entry must be a still photo – no videos will be accepted for entry;
- (iv) The photograph must be a single work of original material taken by the submitting entrant;
- (v) If the photograph contains any material or elements that are not owned by the entrant and/or which are subject to the rights of third parties, and/or if any persons appear in the photograph, the entrant is responsible for obtaining, prior to submission of the photograph, any and all releases and consents necessary to permit the exhibition and use of the photograph in the manner set forth in these Official Rules without additional compensation. If any person appearing in any photograph is under the age of majority in their state/province/territory of residence the signature of a parent or legal guardian is required on each release. In the event a submitting entrant cannot provide all required releases, Sponsor reserves the right, in Sponsor's sole discretion, to disqualify the applicable Submission, or seek to secure the releases and clearances for Sponsor's benefit, or allow the applicable Submission to remain in the Contest;
- (vi) the photograph must not, in the sole and unfettered discretion of the Sponsor, contain obscene, provocative, defamatory, sexually explicit, or otherwise objectionable or inappropriate content. Submissions

must be received before the end of the Submission Period, and the Sponsor's database clock will be the official timekeeper for this Contest.

Proof of transmission is not proof of receipt. Entrants must not transmit anything that contains viruses or anything else that is harmful to any computer. No responsibility is assumed for late or misdirected entries, or any failure or unavailability of hardware, software, electronic communications, or Internet uploading or other connections. Sponsor is not responsible for any changes or effects caused to your mobile phone, computer system or camera or other equipment as a result of submitting an entry; nor for any carrier charges that may be incurred to upload the Submission.

5) WINNER SELECTION/JUDGING

At the end of the Contest Period, a Jury composed of Sponsor's employees will judge the entries based on the following criteria: aesthetic merit, composition, creativity, and photographic quality. The Jury will select (1) one Grand Prize Winner (the "Grand Prize Winner"), and such determination shall be final and binding.

6) PRIZE

One (1) Grand Prize: A model of One WTC, built in the model shop in SOM's New York office. The prize will be mailed to the winner's address. The winning image will also be featured on Instagram, in the @skidmoreowingsmerrill account, along with on SOM.com in a published announcement about the winner. Up to nine additional images will be selected for inclusion on the @skidmoreowingsmerrill Instagram account and on SOM.com.

No substitution, cash redemption or transfer of prizes is permitted except at Sponsor's sole discretion or as provided herein. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute a prize of equal or greater value. All federal, state and local taxes, and all other costs associated with acceptance or use of the prize, are the sole responsibility of the winner. Arrangements for delivery of prize will be made after winner validation. Odds of winning a prize depend on the number of entries received. At the Sponsor's discretion, unclaimed prizes may not be awarded. Prize will be awarded only if the potential winner fully complies with these Official Rules.

7) NOTIFICATION OF THE WINNER

The potential Winning Contestant will be notified via Direct Message on Instagram by Sponsor promptly following the winner selection. In the case of an e-mailed entry, the Winning Contestant will be notified by email.

Winner will be required to execute and return an Affidavit of Eligibility, Liability/Publicity Release (collectively, the "Prize Claim Documents") within seven (7) days following the date of attempted notification. If a selected winner cannot be contacted, is ineligible, fails to claim a prize, and/or fails to return any Affidavit of Eligibility and Liability/Publicity Release, within the applicable time period, Sponsor may elect to disqualify the selected winner, who will then forfeit his or her right to receive the Grand Prize. In the event a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner from among all remaining eligible entries. Except where prohibited, by accepting a prize, the Grand Prize Winner agrees that the Promotion Entities may, without any limitation or further compensation, use his or her name, voice and/or likeness, and winning photograph in any and all media for the purpose of advertising and promoting the Contest.

9) USAGE RIGHTS IN SUBMISSIONS

By entering your Submission in the Contest, you acknowledge and agree that you will retain ownership of any photograph you submit, subject to the license below.

The Promotion Entities and their licensees ("Authorized Parties") shall have the unrestricted and non-exclusive right to reproduce, distribute, display, edit, adapt, publish, perform, broadcast, modify, and otherwise use each Submission in connection with the Contest and promotion of the Contest, in any and all media, whether now known or later discovered, in perpetuity, without further compensation to the entrant or anyone else. Display or publication of any Submission on an Authorized Party's website does not indicate the entrant will be selected as a winner.

10) REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION

Each person who enters this Contest covenants, represents and warrants to Sponsor as follows:

- (i) the Submission is an original work created solely by the entrant, that the photograph does not infringe on the copyrights, trademarks, moral rights, rights of privacy/publicity or intellectual property rights of any person or entity, and that no other party has any right, title, claim, or interest in the photograph;
- (ii) the Submission is wholly original with entrant and as of the date of submission, is not the subject of any actual or threatened litigation or claim;
- (iii) the Submission does not and will not violate any applicable laws, and meets the Submission Requirements set forth above. Each entrant hereby agrees to indemnify and hold the Promotion Entities harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder.

11) NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF

Each entrant hereby acknowledges and agrees that the relationship between the entrant and the Promotion Entities is not a confidential, fiduciary, or other special relationship, and that the entrant's decision to provide the entrant's Submission to Sponsor for purposes of the Contest does not place the Promotion Entities in a position that is any different from the position held by members of the general public with regard to elements of the entrant's Submission. Each entrant understands and acknowledges that the Promotion Entities have wide access to ideas, stories, designs, and other literary materials, and that new ideas are constantly being submitted to them or being developed by their own employees. Each entrant also acknowledges that many ideas or materials may be competitive with, similar or identical to the Submission and/or each other in theme, idea, format or other respects. Each entrant acknowledges and agrees that such entrant will not be entitled to any compensation as a result of any Promotion Entity's use of any such similar or identical material. Finally, each entrant acknowledges that, with respect to any claim by entrant relating to or arising out of a Promotion Entity's actual or alleged exploitation or use of any Submission or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable entrant will not be irreparable or otherwise sufficient to entitle such entrant to seek injunctive or other equitable relief, and entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

12) IMPORTANT. PLEASE READ - GENERAL RELEASE AND LIMITATIONS ON LIABILITY

By entering the Contest, entrants agree that:

- (1) Any and all disputes, claims, and causes of action arising out of or connected with the Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action;
- (2) Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event will attorneys' fees be awarded or recoverable;
- (3) Under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby knowingly and expressly waives all rights to seek, punitive, incidental or consequential damages and/or any other damages, other than actual out-of-pocket expenses, and/or any and all rights to have damages multiplied or otherwise increased.

Each entrant acknowledges and agrees that the Promotion Entities, and Instagram, Inc., are not responsible for any costs, injuries, losses, or damages of any kind arising from or in connection with:

- (i) Incomplete, lost, late, misdirected or illegible entries or for failure to receive entries due to any cause, including without limitation human, transmission, or technical problems, failures, or malfunctions of any kind, whether originating with sender, with Sponsor, or otherwise, that may limit an entrant's ability to participate in the Contest;
- (ii) Any injury or damage resulting from participation in the Contest and/or the use of any prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to, loss or destruction of property, or any claims, costs, injuries, losses, or damages related to or based on the entrant's rights of publicity or privacy, or the entrant's claim that he or she has somehow been defamed or portrayed in a false light. Promotion Entities assume no responsibility for any damage to an entrant's computer system which is occasioned by accessing the websites of the Sponsor, Emirates, and their designees or participating in the Contest, or for any computer system, phone line, mobile phone, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature, or for the incorrect or inaccurate capture of information, or the failure to capture any information.

13) GOVERNING LAW

All issues and questions concerning the construction, validity, interpretation, and enforceability of these official rules, or the rights and obligations of entrants or sponsor in connection with the contest or in connection with any design submission or other material submitted in connection with the contest, shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

14) ARBITRATION PROVISION

By participating in this Contest, each entrant agrees that any and all disputes the entrant may have with, or claims you may have against, the Promotion Entities relating to, arising out of or connected in any way with (i) the Contest, and/or (ii) the awarding or redemption of any prize, and/or (iii) the exploitation or use of any Submission or other material submitted in connection with the Contest, will be resolved individually and exclusively by final and binding arbitration. The arbitration will be conducted in accordance with JAMS Arbitration Rules in New York, New York. The arbitrator shall not have the power to impose punitive damages. Each party hereby waives any and all rights and benefits, which it might otherwise have or be entitled to under federal law or the laws of the State of NEW YORK or any state to litigate any such dispute in court, it being the intention of the parties to arbitrate all such disputes. The arbitrator's decision shall be controlled by the terms and conditions of these Official Rules, and any other agreements the applicable entrant may have entered into with Sponsor in connection with the Contest, and shall be final and binding, and shall provide for each party to bear its own costs of arbitration and attorneys' fees. EACH PARTY EXPRESSLY WAIVES ANY RIGHT TO A JURY. Judgment upon the award of the arbitrator may be entered or enforced in any court of competent jurisdiction. If you do not agree to these requirements (or any other provision herein), do not participate in the Contest. If any part of this Arbitration Provision is deemed to be invalid or otherwise unenforceable or illegal, the balance of this Arbitration Provision shall remain in effect and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein.

15) LIST OF WINNER

The name of the winner of this Contest will be posted on www.som.com, along with SOM's social media platforms such as Instagram, Facebook, Tumblr, and LinkedIn.

16) MISCELLANEOUS

This Contest is in no way sponsored, endorsed or administered by, or otherwise associated with, Instagram, Inc.

[End of Official Rules]