



**GC ECHO PARK APARTMENTS LLC**  
**OFFICIAL #BLOOMINGTONSWIFTIESTYLE CONTEST RULES**  
**NO PURCHASE IS NECESSARY TO ENTER OR WIN A PRIZE.**

GC Echo Park Apartments LLC ("Echo Park") is offering participants a chance to win two tickets to Taylor Swift's upcoming Indianapolis Concert in the "#BloomingtonSwiftieStyle Contest" (the "Contest"). The Contest is governed by these Rules and any individual who enters, attempts to enter or in any way participates or attempts to participate in the Contest ("Participant"), agrees to be bound by the terms and conditions set forth in these Rules, as well as by all interpretations of these Rules by Echo Park and by all other decisions of Echo Park which are final and binding in all matters relating to the Contest.

**NO PURCHASE NECESSARY:**

No purchase is necessary to enter or win a prize. A purchase will not improve your chances of winning.

**APPLICABLE LAW (VOID WHERE PROHIBITED):**

The Contest is subject to and governed by applicable federal, state, and local laws and regulations. Participation in this Contest is void where prohibited or otherwise restricted by law.

**CONTEST SPONSOR:**

The sponsor of the Contest is GC Echo Park Apartments LLC (the "Sponsor").

**CONTEST CANCELLATION, SUSPENSION OR MODIFICATION:**

Echo Park reserves the right to cancel, terminate, modify, or suspend the Contest if it is not capable of being completed as planned for any reason, including, but not limited to, computer viruses, "bugs", tampering, unauthorized intervention, fraud, or technical failures of any kind or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest. The decision of Echo Park to cancel, terminate, modify, or suspend the Contest shall be final in all respects.

**ELIGIBILITY:**

**Geographical and Age Requirements:** Unless otherwise specified, participation in the Contest is open to any legal resident of the State of Indiana who is at least 18 years of age or older at the time of entry.

**Contest Entity and Immediate Family Member Ineligibility:** Echo Park, Gray Residential, LLC, Gray Capital, LLC, sMaac Digital Marketing, LLC and any other entity involved in the sponsorship, development, production, implementation and distribution of the Contest as well as their respective parent companies, affiliates, divisions, subsidiaries and successor companies (collectively the "Contest Entities"), and their officers, directors, employees, volunteers, contractors and agents and their immediate family members (and those living in the same household, whether or not related), are prohibited from participating in the Contest. "Immediate family members" shall include spouses,

siblings, parents, children, grandparents, and grandchildren, whether as “in-laws”, or by current or past marriage, remarriage, adoption, co-habitation or other familial extension.

## **HOW TO ENTER:**

**Entry Period:** The Contest begins at 12:00:01 AM Eastern Standard Time on Sunday, June 23, 2024 and ends at 11:59:59 PM Eastern Standard Time on Tuesday, September 20, 2024 (the “Entry Period”).

**How To Enter:** To enter, during the Entry Period, Eligible Participants must post a photo of themselves depicting in a Taylor Swift outfit that embodies one of Taylor Swift’s iconic eras - from the sparkling country princess to the edgy pop goddess (“Submission Photo”). The Submission Photo must be of the Participant, must be clear and must show off the entire outfit. To enter via Instagram, tag “@EchoParkApartments” with your Submission Photo and use the hashtag “#BloomingtonSwiftieStyle Contest.” Photos must be consistent with the technical requirements set forth below. In the event of any dispute, the holder of the Instagram account identified with the entry will be deemed to be the Participant.

Alternatively, Eligible Participants may also enter the Contest by sending a 3"x 5" piece of paper to #BloomingtonSwiftieStyle Contest, Echo Park Apartments, 2780 South Walnut Pike, Bloomington, Indiana 47401 with the following information: Your Name, Date of Birth, Mailing Address, Contact Phone Number (including area code), Email Address and your Submission Photo. The submission must be received by the Entry Period deadline. The envelope may also be dropped off at Echo Park's Leasing office at the above address prior to the Entry Period expiration.

**Inappropriate Content:** Submission Photos must be: (1) entirely original and created by the Participant and (2) not infringe upon or violate any person's or entity's rights (e.g. intellectual property rights, rights of publicity and rights of privacy).

Submission Photos may not feature, reference or contain any unlawful, libelous, threatening, defamatory, obscene, vulgar, pornographic, abusive or profane materials. Submission Photos also may not feature, reference or contain tobacco, alcohol, drugs, rebel flags, sexual connotations or other material deemed to be potentially inflammatory by Echo Park and/or the Judging Panel (in their sole discretion).

Submission Photos that do not comply with the above or these Rules, or with Instagram terms of use or that otherwise contain prohibited or inappropriate content as determined by Echo Park and/or the Judging Panel, in their sole discretion, will be disqualified and ineligible to win.

**Technical Requirements:** Submission Photos must fit the specific platforms’ photo parameters. Currently, those are:

- **Instagram:** The photo has a width between 320 and 1080 pixels with an aspect ratio between 1.91:1 and 4:5

**Group Participation:** If any group of individuals elects to collaborate on a Submission Photo, they are required to designate one (1) representative to enter the Contest and accept the prize on behalf of the group. Echo Park is not liable for any disputes between collaborators related to a Submission Photo. In the event of a dispute, the holder of the Instagram account identified with the entry will be deemed to be the Participant.

**Multiple Submission Photos:** Each Eligible Participant is limited to one Submission Photo. Participants found to have submitted multiple entries will be disqualified.

**Submission Photo Transfer of Ownership and License:** Once a Submission Photo is uploaded, the Submission Photo is final and may not be modified or edited without permission from Echo Park. Additionally, Participant agrees that upon Submission Photo, all license and/or ownership rights as set forth in these Rules become effective.

**Disclaimer of Responsibility for Entries:** Echo Park is not responsible for problems with Contest entries, including but not limited to, entries which are lost, late, misdirected, damaged, incomplete, illegible, or cannot be completed due to electronic or technical difficulties, even if the problem is the result of the sole or partial negligence of Echo Park or any other Contest Entity.

**False Fraudulent or Deceptive Entries or Acts:** Participants who, in the view of Echo Park and/or the Judging Panel, provide false, fraudulent or deceptive entries or who engage in false, fraudulent or deceptive acts in connection with the Contest will be disqualified and may be subject to criminal prosecution.

**Acceptance of Rules:** By submitting an entry for this Contest, Participant affirms that they have read and accepted these Rules. Any entry information collected from the Contest shall be used only in a manner consistent with the consent given by Participants at the time of the entry, and with these Rules.

**PRIVACY:**

By entering and providing the required entry information, you acknowledge that Echo Park or the other Contest Entities may also send you information about Echo Park or special offers (“Promotional Materials”) they believe may be of interest to you about. Information collected from Participants is subject to Echo Park’s Privacy Policy. **You may prevent Echo Park or the other Contest Entities from sending you Promotional Materials or sharing your information by either: (a) not entering the Contest; (b) opting out upon receipt of any Promotional Materials or (c) otherwise notifying Echo Park at any time. You do not need to agree to receive Promotional Materials to enter the Contest or win any prize.**

**PARTICIPATION PROBLEM DISCLAIMER:**

Even if alleged to be caused by the sole or partial negligence of Echo Park or any other Contest Entity, Echo Park and any other Contest Entity are not responsible for any problems which affect or result from participation or attempted participation in the Contest, including, but not limited to the following:

1. Incorrect, incomplete or inaccurate entry information;
2. Human errors;
3. Failures, omissions, interruptions, deletions or defects of any wireless network, telephone network, internet service, computer systems, servers, utility providers, or software;
4. Identity theft;

5. Tampering, destruction or unauthorized access to, or alteration of, entries or computer data;
6. Network hackers or other unauthorized access to Echo Park's computer network;
7. Data that is processed late or incorrectly or is incomplete or lost due to wireless network, telephone network, computer or electronic malfunction or traffic congestion on wireless or telephone networks;
8. Printing errors;
9. Electronic or technical difficulties;
10. Equipment malfunctions; and
11. Late, misdirected or lost entries.

**JUDGING CRITERIA AND WINNER SELECTION:**

All eligible entries will be judged by a panel of Echo Park and/or Gray Residential staff ("Judging Panel"). The Judging Panel will judge the Submission Photos based upon the following criteria:

- Creativity
- Accuracy to the chosen Era
- Overall “fabulousness”

The Judging Panel will then select their top 10 entries on or before Tuesday, September 24, 2024. The Top 10 Submission Photo Participants will then be notified and the Top 10 entries will then be posted on <https://grayres.com/contest/>, where members of the public will be permitted to vote until 12:00 p.m. Eastern Standard Time on October 1, 2024. \*\*Voting will be limited to one per email address and one per IP address. The Contest Winner will be the Top 10 Entry with the most votes as of the end of voting and will be announced at the Echo Park party live-streamed on Instagram. The Prize winner will also be contacted by messaging on Instagram if they entered by Instagram or via mail or email if they entered using the alternative mail in or drop off entry method.

**PRIZES:**

The Contest Winner will receive two tickets to a Taylor Swift concert in Indianapolis, Indiana currently scheduled for November 3, 2024 (“Prize”).

Contest Entities (defined below) are not responsible for postponements, cancellations or delays in the concert. Contest Entities have no obligation to reimburse, refund or otherwise substitute the Prize for any reason, including but not limited to, postponements, cancellations or delays in the concert.

ANY COSTS RELATING TO USE OF THE PRIZE NOT SET FORTH HEREIN (e.g. TRAVEL, TRANSPORTATION TO/FROM THE CONCERT, LODGING, PARKING, CONCESSIONS, etc.) ARE NOT INCLUDED IN THE PRIZE AND ARE THE SOLE RESPONSIBILITY OF CONTEST WINNER.

The Contest Entities (a) make no warranty, guarantee or representation of any kind concerning any Prize (or any portion thereof), and (b) disclaim any implied warranty.

Seat/suite locations at the concert shall be determined in the sole discretion of Echo Park and/or the other Contest Entities. Concert dates and times are not determined in any way by the Contest Entities and may be subject to change. The exact nature and duration of the concert is subject to change. The terms and conditions of the tickets awarded as the Prize will govern in the event the concert is not conducted or held, as applicable, due to weather conditions, an act of God, an act of terrorism, civil disturbance or any other reason. Each Winner and their guest agree to comply with all applicable venue regulations in connection with the Prize. The Contest Entities are not responsible for weather conditions, Acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside their control that may cause the cancellation or postponement of the concert.

**TAXES:**

The Contest Winner is solely responsible for determining and paying all federal, state and local taxes (including any sales taxes). Any person winning over \$600 in prizes during any one year period will receive an IRS Form 1099 at the end of the calendar year, and a copy of such form will be filed with the IRS. The Prize has an ARV of \$7,300.

**ODDS OF WINNING:**

The odds of winning will depend on the number of eligible entries received and the quality of the submissions.

**HOW TO CLAIM A PRIZE:**

**Prerequisites to Prize Award:** Prior to receiving the prize, the Contest Winner will be required to provide: (1) a valid government-issued photo identification depicting proof of age and (2) a valid taxpayer identification number or social security number. The social security number will be used for tax-reporting purposes. Echo Park reserves the right to deny awarding the Prize if the Contest Winner fails to provide satisfactory identification, as determined in Echo Park's sole discretion.

Unless Echo Park decides otherwise, the Contest Winner is required to execute an Affidavit of Eligibility/Release of Liability, a completed IRS W-9 and a Publicity Release before the Prize is awarded. By entering the Contest, Participant agrees to execute these documents if selected as a winner. Except where prohibited by law, failure to execute any of these documents or comply with any of these terms will result in forfeiture of the Prize.

**Claiming the Prize:** Echo Park will initially send, via mail or electronic mail, the Contest Winner any required documents which need to be completed along with a return, pre-paid overnight delivery air bill (or pre-paid postage authorization). The Contest Winner must execute and return the completed forms within five (5) business days of receipt of the forms. Failure to return completed forms within five (5) business days of receipt of the forms may lead to forfeiture of the Prize.

**Prize Forfeiture:** Where the Contest Winner is found to be ineligible or to have violated any Rules or if Echo Park is unable to contact Contest Winner within seven (7) days after selection for any reason, the Prize may be forfeited. Any such forfeiture decision will be made solely by Echo Park. Echo Park reserves the right, in its sole discretion, to award unclaimed prizes to alternate Participants or not to award the unclaimed prizes.

**WARRANTIES AND REPRESENTATIONS:**

By entering and participating in the Contest, and in consideration thereof, each Participant individually warrants and represents to the Contest Entities that they: (i) meet the eligibility requirements at the time of entry; (ii) will not violate the Submission Photo criteria; (iii) agree to abide and be bound by these Rules as well as those of Instagram (as applicable), and by all applicable laws and regulations, and the decisions of Echo Park and/or the Judging Panel; (iv) waive any rights to claim ambiguity with respect to these Rules; and (v) are (in conjunction with any collaborators) the sole creator and owner of the Submission Photo and Submission Photo content and that any use thereof, shall not violate any law and shall not infringe upon or violate the rights of any person or entity (including, without limitation, contractual rights, copyrights, trademarks, rights of publicity and rights of privacy).

**RELEASE OF LIABILITY AND INDEMNIFICATION:**

As consideration for entering the Contest, Participant agrees to **RELEASE, DISCHARGE AND COVENANT NOT TO SUE** GC Echo Park Apartments LLC, Gray Residential, LLC, Gray Capital, LLC, sMaac Digital Marketing, LLC and any other of the Contest Entities (as described above) and each of their respective direct and indirect affiliates, divisions, parent and subsidiary companies, officers, employees, volunteers, shareholders, representatives, managers, members, directors, owners, agents, insurers, attorneys, predecessors, successors, and assigns thereof (collectively, the Released Parties), from and against all claims, damages, charges, injuries, losses, proceedings, suits, actions (including but not limited to tort actions, product liability actions, wrongful death actions, warranty actions, breach of contract actions, privacy and defamation actions, misappropriation of likeness actions, identity theft, loss of consortium claims), expenses and attorney fees that they or anyone on their behalf (including but not limited to their heirs, representatives or next of kin) have or might have for any death, injury, damage or claimed injury or damage arising out of, involving or relating to their participation in the Contest, including, but not limited to, any claim that the act or omission complained of was **caused in whole or in part by the strict liability or negligence in any form of the Released Parties**.

Additionally, as consideration for entering the Contest, Participant agrees to **INDEMNIFY, HOLD HARMLESS, AND DEFEND** the Released Parties in any action or proceeding from and against all claims, damages, charges, injuries, losses, proceedings, suits, actions (including but not limited to tort actions, product liability actions, wrongful death actions, warranty actions, breach of contract actions, privacy and defamation actions, misappropriation of likeness actions, identity theft, loss of consortium claims), expenses and attorney fees that they or any third party has or might have for any death, injury, damage arising out of, involving or relating to Participant's participation in the Contest or for their failure to comply with the terms of the above release provision. This agreement to indemnify, hold harmless and defend applies even if the act or omission complained of was allegedly **caused in whole or in part by the strict liability or negligence in any form of the Released Parties**.

**PUBLICITY RELEASE:** Unless prohibited by applicable law, Participant authorizes and irrevocably grants to the Contest Entities (as defined above) permission to, from time to time, reference and discuss Participant and their participation in the Contest on their website, in photographs, video recordings, digital images, audio recordings, publications, newsletters, news releases, promotional or other printed materials, and in materials made available on the Internet or in other media now known or hereafter developed for any purpose the Contest Entities deem proper. Such reference and discussion may include (but not be limited to) Participant's name and other personal/biographical material.

**LICENSE AND TRANSFER OF OWNERSHIP RIGHTS:** By participating in the Contest, Participant irrevocably grants to Echo Park, Gray Residential, and Gray Capital the perpetual right, without any liability to any person or entity, to reproduce, adapt, transmit, distribute, communicate, make available and otherwise use the Submission Photo and associated content, without payment or any compensation to Participant. This license applies perpetually throughout the universe in any medium and in any manner, now or hereafter known, including, without limitation, radio and television broadcasts, internet, cable and satellite transmissions, and print and other publications. Submission Photos may be used by any Contest Entity for any purpose whatsoever, without additional compensation to the Participant or any other individual or entity.

Additionally, the Contest Winner, unless otherwise prohibited by law, agrees that the winning Submission Photo and associated content becomes the sole and exclusive property of Echo Park and assigns all rights, title and interest in the Submission Photo and associated content to Echo Park upon selection as the Contest Winner.

**DISQUALIFICATION:** Participant agrees to be bound by these Rules. Non-compliance with any of these Rules will result in disqualification and all privileges as a Participant will be immediately terminated. Echo Park and/or the Judging Panel, in their sole discretion, further reserve the right to disqualify any person for: (i) tampering with the entry process or the operation of the Contest; (ii) gaining an unfair advantage in participating in the Contest; (iii) obtaining winner status using false, fraudulent or deceptive means; or (iv) engaging in otherwise unsportsmanlike, disruptive, annoying, harassing, or threatening behavior.

**CAUTION: ANY ATTEMPT BY ANY PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY CIRCUMVENT, DISRUPT OR DAMAGE ORDINARY AND NORMAL OPERATION OF ANY CONTEST, TELEPHONE SYSTEMS OR WEB SITE, OR UNDERMINE THE LEGITIMATE OPERATION OF ANY CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, ECHO PARK RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.**

**RULES CHANGES AND INTERPRETATIONS:** Echo Park reserves the right in its sole discretion to supplement or make changes to these Rules at any time without notice. Echo Park reserves the right in its sole discretion to interpret the Rules, and such interpretation shall be binding upon all participants.

**GOVERNING LAW AND JURISDICTION:** This Contest shall be governed by and construed in accordance with the laws of the State of Indiana, without reference to conflict of laws principles. By entering the Contest, Participants hereby submit to the exclusive jurisdiction and venue of the Indiana Commercial Court residing in Marion County, Indiana and waive the right to have disputes arising out of the subject matter hereof adjudicated in any other forum. In no event, will any Participant be entitled to injunctive relief or equitable relief of any kind, or restrain the continuation of the Contest.

**CLASS ACTION WAIVER:**

**PARTICIPANT WAIVES ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE RELEASED PARTIES AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY.**

**TO THE EXTENT PARTICIPANT IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST A RELEASED PARTY, PARTICIPANT AGREES THAT: (I) PARTICIPANT SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION; AND (II) IF PARTICIPANT INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS THEY WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.**

**GENERAL RULES/LIST OF WINNERS:** Copies of these Rules may be obtained by sending a self-addressed stamped envelope to: #BloomingtonSwiftieStyle Contest Rules, Echo Park Apartments, 2780 South Walnut Pike, Bloomington, Indiana 47401, or by visiting <https://grayres.com/contest/>. For a list of the Contest Winner(s) send a self-addressed, stamped envelope to: #BloomingtonSwiftieStyle Contest Winners List, Echo Park Apartments, 2780 South Walnut Pike, Bloomington, Indiana 47401, or by visiting <https://grayres.com/contest/>.

**SPONSORS:**

GC Echo Park Apartments LLC  
2780 South Walnut Pike  
Bloomington, Indiana 47401