

**Brookfield Place #BFPLsunset Contest
Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE
YOUR CHANCES OF WINNING.**

The entry period for the Brookfield Place #BFPLsunset Contest (the "Contest") begins on July 15, 2019 at 5:00 p.m. Eastern Time ("ET") and ends on August 11, 2019 at 11:59 p.m. ET ("Entry Period"). Entries not received within the Entry Period will be void. Quarterfinalist entries (as outlined below) will be posted for public voting from August 12, 2019 at 12:00 p.m. ET to August 13, 2019 at 12:00 p.m. ET. Semifinalist entries (as outlined below) will be posted for public voting from August 14, 2019 at 12:00 p.m. ET to August 15, 2019 at 12:00 p.m. ET. Finalist entries (as outlined below) will be posted for public voting from August 16, 2019 at 12:00 p.m. ET to August 17, 2019 at 12:00 p.m. ET. This Contest is in no way sponsored, endorsed or administered by, or associated with, Instagram.

ELIGIBILITY: Contest is open to legal residents of the fifty (50) United States and the District of Columbia, who are 18 years of age or older. Employees of Brookfield Place New York ("Sponsor"), Optimist Consulting ("Administrator"), their subsidiaries, affiliates, distributors, promotion and advertising agencies, and members of their immediate family (spouse and parent, children and siblings and their respective spouses, regardless of where they reside) and persons living in the same household, whether or not related, of such employees, are not eligible to enter or win. Void where prohibited by law. Contest is subject to all applicable federal, state and local laws. The information you provide will be used for the purposes of Contest administration.

HOW TO ENTER: During the Entry Period, follow the Brookfield Place New York page on Instagram @BFPLNY (if you have not done so already). Then, post an original photo of a sunset at Brookfield Place New York to your Instagram feed and include the hashtags #BFPLsunset and #contest in the caption of your post to receive one (1) entry (each, an "Entry").

Limit of one (1) Entry per person per day using only one (1) Instagram account throughout the Entry Period. Entries received from any person or Instagram account in excess of the stated limitation will be void. If you choose to participate in the Contest using your mobile phone, standard data rates may apply. See your wireless service provider for pricing plan details.

REQUIREMENTS OF ENTRIES: Entry may not contain, as determined by the Sponsor, in its sole discretion, any content that:

- is sexually explicit or suggestive; violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing);
- promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- is obscene or offensive; endorses any form of hate or hate group;
- defames, misrepresents or contains disparaging remarks about other people or companies;

- contains trademarks, logos, or trade dress owned by others (excluding those of Sponsor which will be permitted);
- contains any person or any personal identification such as personal names or e-mail addresses;
- contains copyrighted materials owned by others;
- contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead; or
- violates any applicable law.

The Sponsor reserves the right to reject any Entry which Sponsor determines, in its sole and absolute discretion, does not meet the above criteria or is otherwise offensive or is not in keeping with the Sponsor's image and reputation. Sponsor reserves the right to remove any Entry without prior notice.

Entry must be in English, be the original work of the entrant, may not have been previously published, may not have won previous awards, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. If the Entry contains any material or elements that are not owned by the entrant, and/or which are subject to the rights of third parties, the entrant is responsible for obtaining, prior to submission of the Entry, any and all releases and consents necessary to permit the use and exhibition of the Entry by Sponsor in the manner set forth in these Official Rules, including, without limitation, name and likeness permissions from any person or any third-party who is identifiable in an Entry. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any entrant at any time. Failure to provide such proof may, if requested, render Entry null and void. By submitting an Entry entrant warrants and represents that he/she and the person or third-party who is identifiable in the Entry consent to the submission and use of the Entry in the Contest and to its use as otherwise set forth herein.

By submitting an Entry, entrant hereby grants permission for the Entry to be posted at www.instagram.com/bfplny or other websites and used in press materials. Entrant agrees that Released Parties (as defined below) are not responsible for any unauthorized use of Entries by third parties. Released Parties do not guarantee the posting of any Entry and may remove a posted Entry at any time.

JUDGING PHASE: All eligible Entries received throughout the Entry Period will be judged by Sponsor and Administrator based on the following judging criteria: 1) Originality (40%); 2) Creativity and Authenticity (40%); and 3) Adherence to Contest theme (20%). The eight (8) Entries with the highest scores will be deemed potential quarterfinalists and proceed to the Quarterfinalist Voting Phase identified below, subject to verification of eligibility and compliance with these Official Rules. In the event of a tie, an additional, "tie-breaking" judge will determine the quarterfinalist(s) based on the criteria listed herein. Sponsor reserves the right to advance fewer than eight (8) quarterfinalists to the Quarterfinalist Voting Phase if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Entries.

QUARTERFINALIST VOTING PHASE: The eight (8) quarterfinalist Entries will be posted on the @BFPLNY Instagram story for public voting from August 12, 2019 at 12:00 p.m. ET to August 13, 2019 at 12:00 p.m. ET (the "Quarterfinalist Voting Period"). Individuals will be able to

view the quarterfinalist Entries and vote for their favorite. Limit of one (1) vote per person/email address each day throughout the Quarterfinalist Voting Period.

The four (4) quarterfinalist Entries with the highest number of votes will be deemed potential semifinalists and proceed with the Semifinalist Voting Phase, subject to verification of eligibility and compliance with these Official Rules and confirmed tabulation of votes. In the event of a tie, a “tie-breaking” judge will identify the semifinalist(s) based on the criteria listed above.

SEMIFINALIST VOTING PHASE: The four (4) semifinalist Entries will be posted on the @BFPLNY Instagram story for public voting from August 14, 2019 at 12:00 p.m. ET to August 15, 2019 at 12:00 p.m. ET (the “Semifinalist Voting Period”). Individuals will be able to view the semifinalist Entries and vote for their favorite. Limit of one (1) vote per person/email address each day throughout the Semifinalist Voting Period.

The two (2) semifinalist Entries with the highest number of votes will be deemed potential finalists and proceed with the Finalist Voting Phase, subject to verification of eligibility and compliance with these Official Rules and confirmed tabulation of votes. In the event of a tie, a “tie-breaking” judge will identify the finalist(s) based on the criteria listed above.

FINALIST VOTING PHASE: The two (2) finalist Entries will be posted on the @BFPLNY Instagram story for public voting from August 16, 2019 at 12:00 p.m. ET to August 17, 2019 at 12:00 p.m. ET (the “Finalist Voting Period”). Individuals will be able to view the finalist Entries and vote for their favorite. Limit of one (1) vote per person/email address each day throughout the Finalist Voting Period.

The one (1) finalist Entry with the highest number of votes will be deemed the potential Grand Prize winner, subject to verification of eligibility and compliance with these Official Rules and confirmed tabulation of votes. In the event of a tie, a “tie-breaking” judge will identify the winner based on the criteria listed above. Sponsor reserves the right not to award the prize if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Entries.

Votes received from any person or email address in excess of the limitations stated above will be void. Quarter/Semi/Finalists are prohibited from obtaining votes by any fraudulent or inappropriate means, including, without limitation, offering prizes or other inducements to members of the public and/or using any websites or online forums designed to induce individuals or provide other incentives to vote for their Entry, as determined by Sponsor in its sole discretion. All votes are subject to final verification by Sponsor. Use of script, macro or other automated system to vote or with the intent to impair the integrity of the voting process is prohibited and all such votes will be void.

WINNER NOTIFICATION: Judges’ and Sponsor’s decisions are final and binding on all matters relating to this Contest. Potential winner will be notified by phone, mail and/or email on or about August 17, 2019 and will be required to (i) complete an Affidavit of Eligibility, Liability and Publicity Release (unless prohibited by law) and any other documents required by Sponsor within three (3) days from date of initial notification. Return of winner notification as undeliverable, failure to sign and return requested documentation within the specified time period, the inability of Sponsor to contact the potential winner within the time period specified above or noncompliance with these Official Rules by the potential winner will result in disqualification and, at Sponsor’s sole discretion, a runner up may be notified. If Sponsor so

elects, potential winner may be required to submit to, and cooperate in, a confidential background check to confirm eligibility and to help ensure that the use of any such person in advertising or publicity for the Contest will not bring Sponsor into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Contest or the Sponsor as determined by Sponsor in their sole discretion. If requested, potential winner will agree to such background check and understand and agree that Sponsor may disqualify the winner based on the results of the background check.

GRAND PRIZE (1): \$5,000 awarded in the form of a gift card to shop at Brookfield Place New York. Gift card valid through 2028. Approximate Retail Value (“ARV”) of Grand Prize: \$5,000.

PRIZE CONDITIONS: Gift card subject to certain terms and conditions as specified by Sponsor. All federal, state and local taxes and all other costs associated with prize acceptance and use not specified herein as being provided are the sole responsibility of the winner. Winner may not substitute, assign or transfer prize or redeem prize for cash, but Sponsor reserves the right, at its sole discretion, to substitute prize with one of comparable or greater value. All prize details are at Sponsor’s sole discretion.

LICENSE/USE OF ENTRIES: By submitting an Entry, and to the extent allowed by law, you grant the Released Parties a perpetual, worldwide, royalty-free, non-exclusive, sub licensable, unconditional and transferable license to edit, modify, cut, rearrange, add to, delete from, reproduce, encode, store, modify, copy, transmit, publish, post, broadcast, display, adapt, exhibit and/or otherwise use or reuse your Entry, name, photo, and biographical material including, but not limited to, all materials submitted in connection with the Contest in any and all media, throughout the world, and in any manner, for trade, advertising, promotional, commercial, or any other purposes without further review, notice, approval, consideration, or compensation to entrant or any third party.

GENERAL CONDITIONS: By participating, each entrant agrees: (a) to abide by these Official Rules and decisions of Sponsor and judges, which shall be final and binding in all respects relating to this Contest; (b) to release, discharge and hold harmless Sponsor, Administrator, their affiliates, subsidiaries, distributors, and advertising and promotion agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the forgoing (collectively, “Released Parties”) from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from entrant’s participation in the Contest or any Contest related activity or the acceptance, possession, use or misuse of any awarded prize; and (c) to the use of his/her name, voice, performance, photograph, prize information, image and/or likeness for programming, advertising, publicity, trade and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor and its designees, without compensation (unless prohibited by law) or additional consents from entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so. By participating, participant also agrees not to release any publicity or other materials on their own or through someone else regarding their participation in the Contest without the prior consent of the Sponsor, which either may withhold in its sole discretion.

MISCELLANEOUS: Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled Entries, photos, or votes; or for

lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing or judging of Entries, photos, the tabulation and calculation of votes, the announcement of the prize and winner, or in any other Contest-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Contest or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Contest or website, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries/photos will be void. Should any portion of the Contest be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of Entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Contest and, if terminated, at its discretion, select the potential winner from all eligible, non-suspect Entries received prior to action taken using the judging criteria identified above. In the event of a dispute regarding entries or votes received from multiple users having the same Instagram username, the authorized subscriber of the username at the time of entry will be deemed to be the entrant and must comply with these Official Rules. Authorized account subscriber is the natural person who is assigned to the applicable Instagram account by the email service provider. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK ANY AND ALL REMEDIES AVAILABLE FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

ARBITRATION: Except where prohibited by law, as a condition of participating in this Contest, participant agrees that (1) any and all disputes and causes of action arising out of or connected with this Contest, or any prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the participant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with participating in this Contest), and participant further waives all rights to have damages multiplied or increased.

CHOICE OF LAW: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participant and

Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the substantive laws of the State of New York, USA.

WINNER'S NAME: For the name of the winner, available after August 20, 2019, send a self-addressed stamped envelope to: Brookfield Place #BFPLsunset Contest Winner, 230 Vesey St, New York, NY 10281, for receipt by September 20, 2019.

SPONSOR: Brookfield Place New York, 230 Vesey St, New York, NY 10281.

ADMINISTRATOR: Optimist Consulting, 36 E. 20th St, 2nd Floor, New York, NY 10003.