

Greater Boston Convention and Visitors Bureau Dine Out Boston – Restaurant Week Boston
OFFICIAL RULES

MUST BE 18 YEARS OF AGE OR OLDER TO PARTICIPATE AS A SUBMISSION. NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

SPONSOR/ADMINISTRATOR: Dine Out Boston is sponsored and administered by the Greater Boston Convention and Visitors Bureau (“Greater Boston CVB”, “GBCVB”, and “Dine Out Boston”), Two Copley Place, Suite 105, Boston, MA 02116 (the “Sponsor”).

ELIGIBILITY: Dine Out Boston (the “Program”) is open only to legal U.S. residents who are 18 years of age or older as of March 1, 2020. Void where taxed, restricted or otherwise prohibited by law. Employees, officers and directors of the Sponsor, the Administrator, their respective immediate families (parent, child, sibling or spouse) and/or household members and any other persons or entities associated with the Program are ineligible to enter or win.

AGREEMENT TO OFFICIAL RULES: By participating, those who enter the Program (“Entrants”) agree to abide by and be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all matters relating to the Program. Winning a Prize (as defined below) is contingent upon fulfilling all the following requirements.

ENTRANTS: Dine Out Boston® formerly known as Restaurant Week Boston® is brought to you by the Greater Boston Convention & Visitors Bureau twice a year. We’re running a photo contest along with these dining specials. Snap a picture of your meal, upload your photo here with the restaurant name! See Official Rules for further details.

TIMING: Dine Out Boston will be defined by the following time periods:

1. The Submission Period (“Submission Period”) – Entries will be accepted between 11:00 a.m. Eastern Time (“ET”) on March 1, 2020 through 10:59 a.m. ET March 6, 2020 and 11:00 a.m. ET on March 8, 2020 through 10:59 a.m. ET March 13, 2020.
2. Prize Period (“Awarded Period”) – Each day between March 1, 2020 to March 6, 2020 and March 8, 2020 to March 13, 2020 a new contest will begin at 11:00 a.m. ET and will end at 10:59 a.m. ET the following day.

Please note: submissions received during the Prize Period will be considered based on the best Dine Out Boston photo during that timeframe.

HOW TO ENTER THE PROGRAM: Eligible Entrants (the “Restaurant Diners”) can enter the Program by the following (2) methods:

1. Through the Dine Out Boston Facebook application page (<http://www.facebook.com/dineoutboston>) as described below
2. Through the following additional social media networks – also described below*:
 - a. Twitter, Inc.: www.twitter.com
 - b. Instagram, LLC: www.instagram.com

If a prospective Entrant chooses to enter the Program and is not already a member of Facebook, he/she may visit <http://www.facebook.com> and follow the links and instructions to become a Facebook member. Once the eligible Entrant has become an active Facebook member, they have the opportunity to enter the Program by visiting <http://www.facebook.com/dineoutboston> (the "Website"), initiating the Program app, and following the entry instructions to complete the Program registration. The registration form will require an Entrant to enter the following information: First and last name and complete email address. Once the participant has entered the Program, the Entrant is encouraged to share the Program with their social media followers to spread awareness and capture the most votes. Any Entrant found to be using multiple accounts may be subject to disqualification, at the Sponsor's sole discretion. Sponsor, in its sole discretion, has the right to not accept/approve submissions deemed inappropriate or not Theme-applicable.

*If a prospective Entrant chooses to enter the Program through Twitter or Instagram, he/she must publicly post or tweet the image along with the Program's custom hashtag, #DineOutBoston, and the name of the Dine Out Boston participating restaurant. The entry will not be acknowledged unless the post or tweet is public, includes the specified hashtag (#DineOutBoston), and the name of the restaurant. Please check your accounts' privacy settings prior to Entry.

Limit one entry per person per restaurant per day. Please note: an Entrant may enter unlimited photos of their Dine Out Boston experience throughout the submission period, Limit one prize per Entrant.

ENTRY REQUIREMENTS AND RESTRICTIONS: Once submitted, an Entry cannot be deleted, canceled or modified, unless approved by the Sponsor. The Entrant is responsible for all costs associated with uploading the Entry. Entrants may enter unlimited photos of their Dine Out Boston experience through the Submission Period. In order to be eligible, the Sponsor must receive entries during the Submission Period and Voting Period of each Awarded Period. Entries received by the Sponsor before the start of the Submission Period are VOID. Proof of submitting a Program Entry form or Entry will not be deemed by Sponsor to constitute proof of actual receipt by Sponsor of an Entry. Those who do not follow all of the instructions, do not provide the required information in their Entry, or do not abide by these Official Rules or other instructions of Sponsor may be disqualified. Your submission of an Entry constitutes your representation of eligibility, consent to participate in Program and consent for Sponsor to obtain, use, and transfer your name, address, photo and other information for the purpose of Program administration.

Entrants represent and warrant that their submitted Entry is the original work of the Entrant, has not been previously published, has not won previous awards, and does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity and must have been created in a legal and safe manner. If the Entry contains any material or elements that are not owned by the Entrant or provided by the Sponsor, and/or 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 releases for any person who appears in or is identifiable in the Entry (collectively, the "Clearances").

By submitting an Entry, an Entrant warrants and represents that he or she consents to the submission and use of the Entry in the Program. By submitting an Entry, each Entrant: 1) irrevocably grants Sponsor a royalty-free non-exclusive license throughout the world to use, re-use, copy, publish, republish in whole or in part, edit, add to, modify, and rearrange the entry in whatever media for any purpose whatsoever, including without limitation edit, rearrange, and/or copy the Entry for use in the Program of Sponsor's products and services, without further permission, consideration or payment to the Entrant, except to the extent prohibited by law; 2) warrants and represents that the Entry is entirely the original creation/work of the Entrant and that use of the Entry as described herein will not violate any law or infringe upon the rights, title, claim or interest of any third party; and 3) certify that Entrant is the creator and sole copyright owner of the Entry. Entrant agrees to release, defend, indemnify and hold harmless Released Parties (as defined below) from and against any and all claims based on rights of privacy, rights of publicity, false light, defamation, copyright and/or trademark infringement relating to the submission or use of the Entry.

Entries may not contain any image or depiction of the following: (i) materials which include or constitute trademarks, trade names or copyrighted works created or owned by any person or entity other than Entrant or for which the Entrant has obtained owner's written permission to use (Sponsor's discretion); (ii) materials bearing profanities, or bearing the name or likeness of any celebrity, living or dead; (iii) materials which contain visible identifiable or potentially identifiable information, including but not limited to, phone numbers, website links, street addresses, e-mail addresses or license plate numbers; (iv) inappropriate behavior for a general audience; (v) any depiction of real or simulated sexual acts; (vi) violence in any form; (vii) materials which violate anyone's reasonable privacy expectations, violate any known agreement, or which are defamatory in nature; (viii) materials which are derogatory to Sponsor, or any affiliated entity or person; (ix) materials which are discriminatory based on race, religion, national origin, physical disability, age, sex, or sexual orientation or preference; (x) materials in which any person identifiably appears unless Entrant has obtained an appropriate written release from such person granting all rights required herein; and, (xi) materials which do not comply with all other requirements in these Official Rules. Entries that do not conform to these guidelines will be disqualified. Sponsor reserves the right to reject or disqualify any Entry which Sponsor, in its sole and absolute discretion, determines to be inconsistent with the letter or spirit of the Official Rules or potentially damaging to its, the Program's, or another's image or reputation.

GENERAL CONDITIONS: If for any reason the operation or administration of this Program is impaired or incapable of running as planned for any reason, including but not limited to: (a) infection by computer virus, bugs; (b) tampering, unauthorized intervention; (c) fraud; (d) technical failures; or (e) any other causes of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Program, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the Entry process, and to cancel, terminate, modify or suspend the Program in whole or in part, at any time, without notice and award the applicable Prizes (defined below) using all non-suspect eligible

entries received as of, or after (if applicable) this cancellation, termination, modification or suspension date, or in any manner that is fair and equitable and best conforms to the spirit of these Official Rules. Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be (a) tampering or attempting to tamper with the Entry process or the operation of the Program or Sponsor's Website; or (b) acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to the identity of a winner based on an email address, Facebook, Twitter, or Instagram account, the winning Entry will be declared to be the authorized account holder of the email address associated registered to the Facebook, Twitter or Instagram account in question submitted at time of Entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

RELEASE AND LIMITATIONS OF LIABILITY: By participating in the Program, Entrants agree to release and hold harmless the Sponsor, Facebook, Inc., Twitter, Inc., Instagram, LLC, Woobox, the Administrator, and their respective parents, employees, officers, directors, subsidiaries, affiliates, distributors, sales representatives, advertising and promotional agencies (collectively, the "Released Parties") from and against any claim or cause of action arising out of participation in the Program or receipt or use of any Prize (defined below), including, but not limited to: (a) any technical errors that may prevent an Entrant from submitting an Entry; (b) unauthorized human intervention in the Program; (c) printing errors; (d) errors in the administration of the Program or the processing of entries; or (e) injury, death, or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Program or receipt of any prize. Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Released Parties are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or Entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to the Entrant's or any other person's computer relating to or resulting from participation in this Program or downloading any materials in this Program. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Program, and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to

claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

WINNER DETERMINATION/NOTIFICATION: Following the conclusion of each Awarded Period (see PRIZES & PRIZE CONDITIONS for details), a winner will be announced by the Sponsor based on the best Dine Out experience/photo during the term of each prize period (“Awarded Period”) will be declared the winner.

The potential Prize Winners will be announced through the abovementioned social media networks and contacted either by the email addresses they provided upon sign up for Entry or through the network they submitted (via direct message or reply through comments). Winners will have 48 hours to respond to Dine Out Boston via direct message or email (dineoutboston@bostonusa.com). Unclaimed prizes will be awarded to the runner up. Limit one prize per Entrant.

PRIZES & PRIZE CONDITIONS: The Prize Winners (“Prize Winners”), upon the Administrator’s confirmation of eligibility, will receive a \$100 gift card from one of the Dine Out Boston participating restaurants. No substitution, assignment or transfer of the Prizes is permitted, except by Sponsor, who reserves the right to substitute the Prizes with another of comparable or greater value.

By accepting the Prizes, the Prize Winners agree to release and hold harmless the Released Parties, from and against any claim or cause of action arising out of participation in the Program or receipt or use of the Prizes in question.

By accepting the Prizes, where permitted by law, the Winners grants to the Released Parties and those acting pursuant to the authority of Sponsor and the Released Parties (which the grants will be confirmed in writing upon Sponsor’s request), the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation at any time each Winner’s full name, portrait, picture, voice, likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification.

IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS PROGRAM OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZES.

By participating, Entrants release and agree to hold harmless the Released Parties from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Program or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of the Prizes. The Prize Winners also acknowledge that

Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prizes.

DISPUTES: By entering the Program, Entrants agree that (1) Any and all disputes, claims, and causes of action arising out of or connected with the Program, 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 Program but in no event attorneys' fees; and (3) Under no circumstances will any Entrant be permitted to obtain any award for, and Entrant hereby waives all rights to claim punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, shall be governed by, and construed in accordance with the laws of Massachusetts without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than Massachusetts. The invalidity or unenforceability of any provision of these Official 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 Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The value of the prizes set forth above represents Sponsor's good faith determinations of the ARV thereof and such determinations are final and binding and cannot be appealed.

WINNERS LIST REQUEST: To request confirmation of the name, city, and state of residence of each Prize Winner, please send a self-addressed, stamped business size envelope, by March 31, 2020 to: Greater Boston CVB's Dine Out Boston – Restaurant Week Boston Winners List Request, Two Copley Place, Suite 105, Boston, MA 02116. This Program is not in any manner sponsored, endorsed, administered by, or associated with Facebook, Twitter, or Instagram. Becoming a fan or follower of the Sponsor on Facebook, Twitter, or Instagram does not constitute an entry into the Program.

Founding sponsor American Express is not the sponsor of and does not have any affiliation with the Dine Out Boston social media sweepstakes