

TERMS AND CONDITIONS

You must agree to all of the following terms and conditions:

- You acknowledge that, by agreeing to participate in NYC & Company's Vibrancy Campaign currently entitled NYC RESTAURANT WEEK ("Effort"), your business will adhere to all terms and conditions NYC & Company provides for the Effort, including but not limited to (a) all patrons are eligible to participate in the Effort; (b) the Effort must run continuously and for the entirety of the Effort time period as specified above; (c) you agree to redeem any valid offer presented. For the avoidance of doubt, although all patrons are eligible for the Effort, the redemption component is open only to Mastercard holders.
- Mastercard International Inc. ("Mastercard") is a third-party beneficiary to this agreement and the agreement confers rights and remedies upon Mastercard and that the agreement terms and conditions shall not be amended or terminated without the written consent of Mastercard.
- You agree to release NYC & Company, Mastercard and each of their agents, partners or subcontractors (the "NYCRWPartners") from any liability or claim arising out of any use arising from the Effort and to indemnify and hold the NYCRW Partners harmless, including each of their respective directors and agents, from and against all liability, suits, penalties or actions, including all costs and expenses arising out of or resulting from your participation in the Effort. Neither NYC & Company, nor Mastercard are responsible for any errors, omissions, incorrect information or other misprints that may appear in materials or information.
- You acknowledge and agree that any information shared with either NYC & Company or Mastercard in relation to the Effort, may be shared interchangeably between NYC & Company or Mastercard In addition, by agreeing to participate in the Effort, you consent to receiving future email communication regarding the Effort from either NYC & Company or Mastercard.
- You acknowledge that NYC RESTAURANT WEEK is a proprietary program of NYC & Company's. The words and logo are service marks of NYC & Company, Inc. You agree to not use the name, logo, trademarks, service marks or other proprietary marks or intellectual property of NYC & Company or Mastercard without prior written approval in each instance.
- You grant a royalty-free nonexclusive license to use your trademarks, including corporate logos and name to: (i) Mastercard and NYC & Company in connection with the Effort; and (ii) NYC & Company to use in the promotion of New York City and its boroughs. You represent and warrant that any materials, including such artwork, content, images, photos, videos or logos that you provide (i) are fully owned by you or you have the right to grant such use, as well any content within the material, including the images of any person and that they are 18 years or older; and (ii) Mastercard and NYC & Company are each authorized to use such materials in connection with the Effort; and (iii) NYC & Company is authorized to use such materials in connection with the promotion of New York City and its boroughs, including but not limited to, website, social media, press releases, newsletters, out of home media and third party distribution.
- That your participation in the Effort does not indicate or imply any approval or endorsement of your organization by Mastercard and that you will not express or imply a Mastercard endorsement in any way.
- Changes to the Effort or cancellation of the Effort may be made at NYC & Company's sole discretion. We will notify you if there are any updates to the Effort.

GENERAL DISCLAIMER

The NYC & Company mini-site will include disclaimer language similar to the following: NYC & Company makes no representations or warranties about the information provided in the NYC RESTAURANT WEEK mini-site or other related collateral. NYC & Company hereby disclaims any responsibility and/or liability for failure by any third party to honor the offer or for any errors, omissions, incorrect information, or other misprints that may appear. Offers are subject to availability and blackout dates may apply. Offers cannot be combined with other promotions, savings or offers, and do not include tax, gratuities or service charges. Additional restrictions may apply. Content of the final General Disclaimer language may be subject to change at the sole discretion of NYC & Company.