Showcase SuperLux Sweepstakes Sponsored by Boston Magazine and WS Development/The Street ("SWEEPSTAKES")

Official Sweepstakes Rules

By entering this Sweepstakes, the entrant ("Entrant") agrees to be bound by these Official Sweepstakes Rules.

- 1. **Eligibility**: NO PURCHASE NECESSARY TO ENTER OR WIN. A purchase will not improve chances of winning. Open to residents of Massachusetts who are twenty-one (21) years of age or older. Employees and immediate family and household members of employees of *Boston* Magazine, Metro Corp. (publisher of *Boston* Magazine), and WS Development/The Street ("Sponsors") and Sponsors' affiliates are NOT eligible to enter. All federal, state, and local laws and regulations apply. VOID WHERE PROHIBITED.
- 2. How to Enter: Follow all instructions in these Official Rules; otherwise entry may be disqualified. Enter by visiting www.bostonmagazine.com/showcase and submitting the requested information. Your agreement to receive future email correspondence from the Sponsors or others is not required and will not affect your odds of winning. Limit one entry per person. Duplicate entries will be voided. All entries must be received between 12:01 A.M. EST on May 1st, 2013 and 11:59 P.M. EST on May 21st, 2013 (the "Promotion Period.") Entries made through the internet are deemed to be made by the authorized account holder of the email address at the time of entry.
- 3. **Selection of Winners and Odds of Winning:** Two (2) qualified Entrants ("Winners") will be selected by random drawing held on May 22nd, 2013. Odds of winning depend on total number of qualified entries received. Winner will be notified by phone and/or email within one (1) day after drawing. An alternate winner will be selected at random if notification is returned as undeliverable or if Prize is unclaimed after the second day following the first attempted notification. If Sponsor is unable to notify either Winner or alternate winner as set forth herein, Sponsors may, at its sole discretion, choose to end the Sweepstakes with no winner.
- 4. **Prize**: Two (2) qualified winners will receive one (1) of the following Prize Packages (collectively, "Prizes" and individually, "Prize"). The estimated total value of the Grand Prize Package is \$1,528 (one thousand five hundred and twenty eight dollars and 00/100) and the estimated total value of the Second Prize Package is \$325(three hundred and twenty five dollars and 00/100) and will include the following:
 - 1. Grand Prize Winner Package: (estimated total value of prize package \$1,528)
 - a. Two (2) tickets to the Showcase SuperLux Grand Opening Party at "The Street" on 55 Boylston Street in Chestnut Hill, Massachusetts on May 29, 2013 from 6:00 pm EST to 10:00 pm EST (valued at \$300);

- b. Round trip limousine transportation for Winner and a guest between no more than one (1) pick-up location (in Massachusetts) and Showcase SuperLux Theatre in Chestnut Hill on the evening of the Showcase SuperLux Grand Opening Party (valued at \$200.00);
- c. Brut Rose Champagne in limousine provided by The Urban Grape (valued at \$110);
- d. Portobello Road Experience: one gift certificate for \$200.00, plus an after-hours shopping party for Winner and 10 friends that will include 20% off the entire store (total experience valued at \$350.00);
- e. One gift certificate for \$200 to The Container Store (valued at \$200.00);
- f. One gift certificate for \$50 to Shake Shack (Chestnut Hill location), (valued at \$50.00);
- g. One gift certificate for \$50 to EYESPOT (valued at \$50.00);
- h. Signature Styling Session for Winner and a guest provided by Be Styled (valued at \$70.00);
- i. One gift certificate for one dozen cupcakes from Treat Cupcake Bar (valued at \$39.00)
- j. One Fleece Jacket from Polarn O. Pyret (valued at \$79.00);
- k. Rosie's Signature Cookie Jar in limousine provided by Rosie's Bakery (valued at \$50.00); and
- 1. One gift certificate for \$30 to Angora Ice (valued at \$30.00)

2. Second Prize Winner Package: (estimated total value of prize package is \$325)

- a. One gift certificate for \$100 to the Showcase SuperLux Cinema (valued at \$100);
- b. One gift certificate for \$50 to The Container Store (valued at \$50.00);
- c. Signature Styling Session for Winner provided by Be Styled (valued at \$35.00);
- d. One gift certificate for \$35 to Treat Cupcake Bar (valued at \$35.00)
- e. One gift certificate for \$25 to Polarn O. Pyret (valued at \$25.00);
- f. One Cocktail Sampler provided by The Urban Grape (valued at \$60.00); and
- g. One gift certificate for \$20 to Angora Ice (valued at \$20.00)

Sponsors reserve the right to substitute a prize or portions thereof of equal or greater value if prize (or portions thereof) cannot be awarded as described. Sponsors will determine all elements of prize in its sole discretion. Details of the prize may change, based on availability. Prize may not be assigned, transferred, changed, or redeemed for cash, except at the sole discretion of Sponsors.

Prize is awarded "as is" with no warranty or guarantee express or implied and subject to any gift card expiration dates and blackout dates. Sponsors disclaim all and any liability for the actual provision, quality, or nature of any third party product or service accepted by the winners. The awarding of any prize is contingent upon full compliance with these Official Rules. Entrants agree to be bound by the Official Rules and agree that if any winner fails to provide proof of identity, refuses to provide required affidavit, is found to have violated the Official Rules, or otherwise does not meet eligibility criteria, prize will be forfeited and awarded to an alternate winner. Entrants understand that Sponsors are not liable for injuries,

losses, or damages of any kind arising from participation in this promotion and acceptance, possession, and use of prize. Sponsors are not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes, or in the announcement of the prizes. Decisions of Sponsors are final and binding in all respects. All taxes on Prize and all tips are Winner's responsibility. Prize may not be redeemed for cash. Any portion of the Prize not used will be forfeited.

5. Conditions of Entry:

- A. Entrants agree to abide by these Official Rules and the sponsors' decisions, which are final and binding on all matters pertaining to this Sweepstakes.
- B. Except where prohibited by law, entry constitutes permission to use Winner's, name, hometown, voice, likeness, photograph, and any statements regarding the Sweepstakes for editorial, public relations, promotional, and advertising purposes, without compensation.
- C. Sponsors reserve the right, in its sole discretion, to verify any element of any information submitted by Entrant and to disqualify any Entrant whose participation may subject the Sweepstakes, Sponsors, or Sponsors' advertisers, clients, or customers to controversy, negative publicity, scorn, or ridicule.
- D. Sponsors and its parents, affiliates, subsidiaries, and agents assume no responsibility for lost, misdirected, damaged, incomplete, incorrect, altered, or illegible entries. No duplicated entries will be accepted. Conduct that impedes the integrity of the Sweepstakes is prohibited. Entries and the information contained therein become the property of the Sponsors and will not be returned.
- E. Winner must agree to sign an affidavit of eligibility and liability/publicity release, which must be signed and returned to *Boston* Magazine so that these documents are received no later than 12:00 pm EST on Friday, May 24, 2013. If such documents are not received in the allotted time period, an alternate winner will be selected at random. Failure to comply will result in forfeiture of all rights to any prize.

6. Privacy/Publicity/Eligibility Releases:

By entering and providing the required entry information, Entrants acknowledge that, unless they opt out, the Sponsors may send them information, samples, or special offers Sponsors thinks may be of interest to Entrant about its publication or other complementary goods offered by the Sponsors.

Entrants agree that Sponsors has the right, at its discretion, to combine any of the materials they supply pursuant to the Sweepstakes with other material available to Sponsors.

Entrants further agree that they do not have any right of approval, claim to compensation, or benefits claim, including without limitation, claims based upon invasion of privacy,

defamation, or right of publicity arising out of any use of names or biographical and/or corporate information.

7. Release:

By entering this Sweepstakes, Entrants release Sponsors and its parents, subsidiaries, affiliates, agents, shareholders, officers, and employees from any liability arising from or relating to participation in this Sweepstakes, including but not limited to, any and all claims, expenses, demands, or liabilities arising out of or in connection with the participation of the Entrant in the Sweepstakes and/or the use or misuse of the Prize, or participation in any Sweepstakes-related activity.

8. Dispute Resolution:

Except where prohibited, by participating in the Sweepstakes, Entrants agree to the following: All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of participants and Sponsors and its agents will be governed by and construed exclusively in accordance with the laws of the Commonwealth of Massachusetts without giving effect to any principles of conflicts of law of any jurisdiction. Any action at law or in equity arising out of or relating to this Sweepstakes, or awarding of the Prizes, will be filed only in the state or federal courts located in the Commonwealth of Massachusetts and Entrant hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action. Except where prohibited, by participating in this Sweepstakes, Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, or awarding of the prizes, will be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards will be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Sweepstakes but in no event attorneys' fees; and (c) under no circumstances will any Entrant be permitted to obtain awards for (and hereby waives all rights to claim) punitive, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.