

**2018 BOSTON MAGAZINE BATTLE OF THE BURGER
RESTAURANT / PROFESSIONAL CHEF BURGER CONTEST SPONSORED BY *BOSTON* MAGAZINE**

Official Contest Rules

Boston magazine selected restaurants to compete in this Contest. To enter, the selected restaurants ("Entrants") were required to return a completed Restaurant Online Information Form ("Application") to *Boston* magazine no later than May 1, 2018. The Application consists of (i) an original recipe for a burger created by the Entrant ("Recipe"); (ii) Entrant's logo in .jpg format, not to exceed 3MB and (iii) Participating Chef's name, Entrant's address and contact information. The individual submitting the Entrant's Application must have authority to bind the Entrant and Participating Chef.

By entering this Contest, the Entrant agrees to be bound by these Official Rules. All decisions of *Boston* magazine, www.bostonmagazine.com, and/or Metro Corp. (publisher of www.bostonmagazine.com and *Boston* magazine) (collectively, the "Sponsor") are final and binding on all matters pertaining to this Contest.

1. **Eligibility:** Open to licensed and operating restaurants in the states of Massachusetts, New Hampshire, Rhode Island, Connecticut, Maine, and Vermont that are represented by chefs who are 21 years of age or older and that have been selected by *Boston* magazine to participate in this Contest. Employees, immediate family, and household members of employees of Sponsor and their affiliates are NOT eligible to enter. There is a limit of one (1) entry per franchise. All federal, state, and local laws and regulations apply. VOID WHERE PROHIBITED.
2. **Contest Timing:**
 - A. **Contest Period (Total):** The contest begins on or about 9:00 am Eastern Standard Time (EST) on May 21, 2018 and ends on or about 9:30 pm EST on August 15, 2018 ("Contest Period").
 - B. **Finalist Voting Period:** Eligible Entries will be subject to public voting beginning at 9:00 am EST on May 21, 2018 and ending at 11:59 pm EST on June 26, 2018 ("Online Voting Period"). Members of the public may submit one (1) vote per day during the Online Voting Period.
 - C. **Grand Prize Voting Period:** Eligible Finalists will be subject to public voting to be held during the *Boston* magazine Battle of the Burger event (the "Event") on August 15, 2018 at the Black Falcon Cruise Terminal in the Boston, Massachusetts Seaport District. Members of the public may submit one vote at the Event, beginning at 6:00 pm EST and ending at 9:30 pm EST ("Grand Prize Voting Period").

During the entire Contest Period, Sponsor's administrator's server/computer is the official time keeping device for the contest.

3. **Finalist and Winner Selection:**
 - A. **Finalist Selection:** *Boston* magazine shall post all eligible entries to <http://www.bostonmagazine.com/burger> on or before May 21, 2018. During the Online Voting Period, visitors to <http://www.bostonmagazine.com/burger> will have the opportunity to vote for their favorite Entry. The top twenty (20) vote-receiving entries will be selected as finalists ("Finalists"). Each Finalist will be notified that he/she has been selected by email on June 29, 2018. In the event that a Finalist notification is returned as undeliverable, the Finalist cannot be reached, or a Finalist does not submit to *Boston* magazine a signed and notarized Affidavit of Eligibility and Liability/Publicity Release, Certificate of Insurance, and Agreement to Participate **on or before July 20, 2018**, then the entry receiving the highest vote total of the remaining qualified entries will be selected as a Finalist until twenty (20) Finalists have been selected and duly qualified under these Official Rules. In the event of a tie, *Boston* magazine shall call on a *Boston* magazine employee to cast a deciding vote based on the Judging Criteria.
 - B. **Grand Prize Winner Selection:** On August 15, 2018 all Finalists shall participate in a live cooking contest at the Event whereby each Finalist will prepare samples of their submitted burger recipe for approximately 2,000 guests. Each guest at the Event will be allowed one (1) vote for his/her favorite burger recipe during the Grand Prize Voting Period according to the Grand Prize Criteria set out in Paragraph 4.B. The Finalist receiving the most votes at the conclusion of the Grand Prize Voting Period will be selected as the Grand Prize Winner. The Grand Prize Winner will be announced at the Event at approximately 9:45 pm EST. The Grand Prize Winner will also be notified by phone and/or email on August 16, 2018. In the event that a Grand Prize Winner notification is returned as undeliverable, a Grand

Prize Winner cannot be reached, or a Grand Prize Winner has not submitted the required signed and notarized Affidavit of Eligibility and Liability/Publicity Release, then the Finalist receiving the next highest vote total of the remaining Finalists will be selected as the Grand Prize Winner until one (1) Grand Prize Winner has been selected and duly qualified under these Official Rules. In the event of a tie, Sponsor shall appoint an employee of Sponsor to cast a deciding vote based on the Judging Criteria.

4. **Judging Criteria:** The following judging criteria (“Judging Criteria”) shall be used to evaluate the burgers during the Online Voting Period and the Grand Prize Voting Period, respectively:

A. Online Voting Period

- i. Creativity; and
- ii. Appeal of burger description.

B. Grand Prize Voting Period

- i. Creativity;
- ii. Taste; and
- iii. Visual Appeal.

5. **Prize:** A qualified Grand Prize Winner will receive the following prize (“Prize”). The total estimated value of the Prize is \$22,100 (twenty two thousand one hundred dollars and 00/100).

- A. One (1) profile in *Boston* magazine. The length, content, layout, and other features of the Grand Prize Winner’s profile are in *Boston* magazine’s sole discretion (*valued at \$ 19,200*);
- B. One (1) invitation to attend the Burger Bash event which will be held in 2019 during the South Beach Wine & Food Festival in Miami, Florida (final date and time to be determined) (the “Burger Bash”) (*valued at \$250*);
- C. One (1) guest invitation to attend the Burger Bash event which will be held in 2019 during the South Beach Wine & Food Festival in Miami, Florida, valid for guests 21 years of age or older (*valued at \$250*);
- D. Two (2) roundtrip, coach-class flights on a carrier selected in the sole discretion of *Boston* magazine, from Boston- Logan International Airport in Boston, Massachusetts or any other major continental U.S. airport closest to the Grand Prize Winner’s home, as determined in the sole discretion of *Boston* magazine, to Miami International Airport or an airport in/around Miami, Florida, to be selected in the sole discretion of *Boston* magazine (*valued at \$1,200*); and
- E. Two (2) nights of standard hotel accommodations in/around Miami, Florida, to be selected in the sole discretion of *Boston* magazine (two (2) rooms/double occupancy) (*valued at \$1,200*).

Travel will take place in 2019 on a date to be determined at *Boston* magazine’s discretion. Travel is based on travel restrictions and blackout dates. If Grand Prize Winner is unavailable for travel on the designated date, the Grand Prize Winner will be disqualified and *Boston* magazine reserves the right to select another winner in its sole discretion and if time permits.

A traveling minor must be accompanied by a parent or legal guardian. Minors must be accompanied at all times during trip (including, but not limited to, in-flight, hotel stay, and all prize-related events) by minor’s parent or legal guardian. Grand Prize Winner and guest must travel out of the same airport and on the same itinerary. Grand Prize Winner and guest are responsible for all necessary travel authorizations and for any travel insurance. Approximate Retail Value of the Grand Prize Package is \$22,100 (twenty two thousand one hundred dollars and 00/100).

Actual value may vary based on airfare fluctuations, departure date, time of travel, and distance between departure and destination. Grand Prize Winner will not receive the difference between actual and approximate retail value. Meals and beverages, incidentals, gratuities, phone calls, luggage fees, travel insurance, seating upgrades, airport and travel taxes, and any and all other expenses not specifically mentioned herein are the sole responsibility of the Grand Prize Winner.

Sponsor may substitute any portion of these prizes, including travel dates and destination, for a prize of equal or greater value. Sponsor will determine all elements of prizing in its sole discretion. Prize may not be assigned, transferred, exchanged, or redeemed for cash. Prize is awarded "as is" with no warranty or guarantee express or implied. Sponsor disclaims all and any liability for the actual provision, quality or nature of any third-party product or service accepted by the winners. Entrants understand that Sponsor is not liable for injuries, losses or damages of any kind arising from participation in this promotion and acceptance, possession and use of Prize. Prize may not be redeemed for cash. Any portion of the Prize not used will be forfeited. Winners are responsible for all taxes and fees associated with Prize receipt and/or use.

6. Conditions of Entry:

- A. Entrants agree to abide by these Official Rules and the decisions of Sponsor, which are final and binding on all matters pertaining to this Contest.
- B. The recipe and burger must be composed of grilled patties (formed from ground beef or ground alternative foods) and served on buns or other bread products. Recipes may include a combination of condiments, spreads, sauces, cheeses, and other toppings selected by Entrant. Recipe must yield one (1) serving and include a description of all ingredients used, the quantities or proportions of all ingredients and techniques used to prepare the burger. All ingredients in Recipe must be commercially and readily available. Every component of the burger must be placed between the bun or bread products, or served open-faced on the bun or bread products. Unadorned wood skewers may be used to hold burgers in place for presentation.
- C. If selected as a Finalist, Entrant must agree and be able to participate in the live "Battle of the Burger" cooking contest held at the Event on August 15, 2018 at the Cruiseport Black Falcon Terminal in the Boston, Massachusetts Seaport District. Finalists will be required to produce at least 1,500 **samples** of their burgers and are responsible for providing their own ingredients and materials at their sole expense. *Boston* magazine will provide to Finalist one (1) table with linen, one (1) standard grill, napkins, gloves and plating. Entrant agrees that *Boston* magazine is not liable for any defect relating to any materials used or provided by *Boston* magazine.
- D. Entrant agrees to maintain, during the Contest Period, its presently existing insurance policies. If selected as a Finalist, the Entrant further agrees to obtain and maintain in effect for the remaining Contest Period, at its sole cost and expense, a policy or policies of insurance which names *Boston* magazine as a Certificate Holder and names *Boston* magazine and Massachusetts Port Authority as additional insured parties and which provides coverage for bodily injury, personal injury, and any other liabilities or losses arising in any way out of the work performed by the Entrant pursuant to this Contest. Said insurance coverage will carry a limit of General Liability coverage of at least One Million Dollars (\$1,000,000) for each occurrence. Coverage must also include Workers' Compensation & Employer's Liability of at least One Million Dollars (\$1,000,000) and shall require each insurance carrier to give *Boston* magazine and Massachusetts Port Authority written notice of any cancellation or termination of coverage, any reduction in the policy limits, or any other material policy change at least thirty (30) days prior to the effective date thereof. Additional details regarding the required insurance will be provided to Finalist no later than June 29, 2018. Failure to provide the required Certificate(s) of Insurance to *Boston* magazine on or before July 20, 2018 will result in Entrant's disqualification from Contest.
- E. All entry materials provided in the Application (including the logo, description and Recipe) must be original work created by the Entrant. Entrant warrants and represents that he/she is the owner of any and all trademarks, copyrights, trade secrets, and all other proprietary content in the Application and the Application does not violate or infringe on the rights of another person or entity, including but not limited to the trademark copyright, trade secret, or any other intellectual property right(s).
- F. By Entering this Contest, except where prohibited by law, Entrant, on behalf of itself and the Participating Chef, grants Sponsor permission to use the Application; Recordings; Participating Chef's name, hometown, voice, likeness, photograph, and any statements regarding the Contest; and Entrant's name and address for editorial, public relations, promotional, and advertising purposes, without compensation. Entrant and Participating Chef 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 the above-described information.
- G. Entrant and Participating Chef consents and agrees to cooperate with Sponsor's photography and video and audio recording of interviews, preparation of burgers, and any other aspects of the Contest ("Recordings"). Entrant and

Participating Chef agree that the Sponsor exclusively owns all right, title, and interest (including, without limitation, all copyrights) in and to any and all film, videotape, audio recording, photograph, or other recording that they commission or create.

- H. Sponsor has the right, in its sole discretion, to reject, disqualify, modify, edit and revise any content of the entry materials and Application. Sponsor reserves the right, in its sole discretion, to verify any element of any Application or related materials and to disqualify any Entrant whose participation may subject the Contest, Sponsor, or Sponsor's advertisers, clients or customers to controversy, negative publicity, scorn and/or ridicule.
- I. Sponsor is not responsible for, and shall not be liable for, any problems connected with the Internet portion of the Contest, including (i) technical failures of any kind, including but not limited to the malfunctioning of any cable, computer, network, satellite, server, system, telephone line, electronic or internet hardware or software; (ii) any telephone, service provider, internet, website, or usenet inaccessibility or unavailability; (iii) unauthorized human intervention in any part of the entry process or the Contest; (iv) typographical or other errors in the offer or administration of the Contest, including but not limited to, errors in the advertising, official rules, selection of winners and distribution of prizes; and (v) garbled or jumbled transmissions, or other electronic errors in the processing of entries or administration of the Contest. Sponsor reserves the right, in its sole discretion, to suspend or cancel the Contest at any time if a computer virus, bug, worm, or other technical problem interferes with the administration, security, integrity, or proper play of the contest. In the event of cancellation, Sponsor reserves the right to award the prize to eligible entries received prior to the date of cancellation. Sponsor reserves the right, in its sole discretion, to disqualify any person tampering with the entry process, the operation of the web-site or otherwise in violation of the rules.
- J. Sponsor and its parents, affiliates, subsidiaries, and agents assume no responsibility for lost, misdirected, damaged, incomplete, incorrect, altered, or illegible entry materials and/or Applications. The use of automated entry devices or any other conduct that impedes the integrity of the Contest is prohibited. Entries and the information contained therein become the property of Sponsor and will not be returned. Entries made through the internet are deemed to be made by the authorized account holder of the email address at the time of entry.
- K. Each Finalist and Finalist's Participating Chef must sign and have notarized an Affidavit of Eligibility and Liability/Publicity Release, and an Agreement to Participate and return these documents to *Boston* magazine so that *Boston* magazine receives both documents on or before July 20, 2018. Each Affidavit must be signed by a person or persons with legal authority to bind the Entrant and/or Participating Chef. Failure to comply will result in forfeiture of all rights to any prize, and an alternate Finalist will be selected.

7. Privacy/Publicity Releases:

By entering and providing the required entry information, Entrants acknowledge that the Sponsor may send Entrant information, samples or special offers it thinks may be of interest to Entrant about its publication or other complementary goods offered by Sponsor or other companies it may carefully select. YOU MAY OPT-OUT OF RECEIVING ANY SUCH INFORMATION, SAMPLES OR OTHER SPECIAL OFFERS AT ANY TIME. AN OPT-OUT ELECTION WILL NOT AFFECT YOUR ODDS OF WINNING.

Entrant agrees that Sponsor has the right to combine the Application and any of the materials supplied by Entrant pursuant to the Contest, with such other material as Sponsor in its sole discretion shall determine, and further agrees that it does 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.

8. Other Releases:

By entering this Contest, entrant releases Sponsor and its respective parents, subsidiaries, affiliates, agents, officers and employees from any liability arising from or relating to participation in this Contest, including but not limited to, any and all claims, injury, damages, expenses, demands or liabilities arising out of, whether directly or indirectly, in whole or in part, or in connection with the participation of the Entrant in this Contest (including without limitation infringements of copyright or any other intellectual property right and claims of liability relating to the preparation and serving of any food and/or beverages by the Finalists at the Event) and/or the use or misuse of the Prize, or participation in any contest-related activity.

9. Dispute Resolution:

Except where prohibited, by participating in the Contest, Entrants agree that: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participants and Sponsor and its agents shall 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. Entrant agrees that any action at law or in equity arising out of or relating to this Contest, or awarding of the prizes, shall 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 Contest, Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or awarding of the prizes, shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this contest 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.

10. Winner's Name:

For the name of the Finalists and Winner, send a self-addressed stamped envelope to: Philadelphia Magazine ATTN: PRO CHEF BOTB CONTEST, 601 Walnut Street, Suite 200 East, Philadelphia, PA 19106. Requests for the name of the Finalists and Winner must be received no later than 60 days from the selection dates described in Paragraph 3.