BEST OF BOSTON READERS' POLL 2019 SWEEPSTAKES
Sponsored by *Boston* magazine
("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 legal U.S. residents of Massachusetts, New Hampshire, Rhode Island, Connecticut, Maine and Vermont who are at least twenty-one (21) years of age at the time of entry and at the time that any Prize is redeemed. Employees, immediate family, and household members of employees of *Boston* magazine, www.bostonmagazine.com and Metro Corp. (publisher of *Boston* magazine and www.bostonmagazine.com) (collectively, the "Sponsor") is 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. To enter the Best of Boston Readers' Poll 2019 Sweepstakes, visit www.bostonmagazine.com/vote, complete and submit the required information, and vote for your favorite Boston establishment ("Entry"). All Entries must be received between 9:00 AM Eastern Standard Time (EST) on March 1, 2019 and 11:59 PM Eastern Standard Time (EST) on May 20, 2019 (the "Promotion Period"). Limit one Entry per person per day. Internet access and a valid email address are required to enter. Entries made through the internet are deemed to be made by the authorized account holder of the email address at the time of entry. Any attempt by any Entrant to obtain more than the stated number of allowed Entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that Entrant's Entries and that Entrant may be disqualified. Duplicate entries will be voided. Entry will not be returned or acknowledged. Entrants must fully complete and submit all required data to be eligible; incomplete entries are null and void. Entries generated by a robotic, programmed, script, macro or other automated means are prohibited and will be disqualified; any use of automated methods of entry may result in disqualification.

   For purposes of this Sweepstakes, a "day" is the 24 hour period between 12:00:00 AM Eastern Standard Time (EST) and 11:59:59 PM Eastern Standard Time (EST), except on 3/1/19, on which a "day" will be the period between 9:00:00 AM Eastern Standard Time (EST) and 11:59:59 PM Eastern Standard Time (EST). Sponsor's computer is the official time keeping device for this Sweepstakes.

3. **Selection of Winners and Odds of Winning:** One (1) qualified Entrant ("Winner") will be selected by random drawing held no later than May 28, 2019. Odds of winning depend on total number of qualified Entries received during the Promotion Period. Winner will be notified by email on May 28, 2019. In the event that a potential Winner's notification is undeliverable, a potential Winner cannot be reached, a potential Winner is deemed by Sponsor not to be eligible, Prize is unclaimed after the fourteenth day following the first attempted notification, or a potential Winner fails to return to *Boston* magazine a signed Affidavit of Eligibility and Liability/Publicity Release as required in Section 5.E, the Sponsor may select an alternate winner at random. If Sponsor is unable to notify either Winner or an alternate winner as set forth herein, Sponsor may, in its sole discretion, choose to end the Sweepstakes with no Winner.

4. **Prize**: One (1) qualified Winner will receive two (2) tickets to the Best of Boston 2019 Event ("Prize") to take place on July 18, 2019 at City Hall Plaza in Boston, Massachusetts and is valid for guests twenty-one (21) years of age or older. The estimated total value of the Prize is $290 (two hundred ninety dollars and 00/100).

   If Prize (or portions thereof) cannot be awarded as described, Sponsor reserves the right to substitute a Prize or portions thereof with a Prize of equal or greater value, in its sole discretion. Sponsor will determine all elements of the 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. Prizes are awarded "as is" with no warranty or guarantee, express or implied, and subject to any expiration dates, blackout dates, and other terms and conditions.

   Sponsor disclaims 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 the required Affidavit of Eligibility and Liability/Publicity Release, 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 Sponsor is not liable for injuries, losses, or damages of any kind arising from participation in this Sweepstakes and/or acceptance, possession, or use of Prize. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes, or in the announcement of the Prize. All taxes on Prize, extra fees not included in Prize, and all tips are the Winner's responsibility. Any portion of the Prize not used will be forfeited. Decisions of Sponsor is final and binding in all respects.

5. **Conditions of Entry:**
    A. Entrants agree to abide by these Official Rules and the decisions of the Sponsor, which are final and binding on all matters pertaining to this Sweepstakes.
    B. Except where prohibited by law, entry constitutes permission to use the Winner's entry, name, hometown, voice, likeness, photograph, and any statements regarding the Sweepstakes for editorial, public relations, promotional, and advertising purposes without compensation to the Winner.
    C. Sponsor reserves the right, in its sole discretion, to reject, disqualify, or modify any entries, to verify any element of any entry or related materials, and to disqualify any entrant whose participation may subject the Sweepstakes, Sponsor, or Sponsor's advertisers, clients or customers to controversy, negative publicity, scorn, and/or ridicule.
    D. Sponsor assumes no responsibility for lost, misdirected, damaged, incomplete, incorrect, altered, or illegible entries. The use of automated Entry devices or any other conduct that impedes the integrity of the Sweepstakes 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.
    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 within fourteen (14) days of their delivery to Winner. 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. Winner must sign an Affidavit of Eligibility and Liability/Publicity Release, which must be signed and returned to *Boston* magazine so that these documents are received within fourteen (14) days of their delivery to Winner. Digital versions may be sent to Julia Kacmarek via email at jkacmarek@bostonmagazine.com as proof of completion. However, original copies of documents are required and should be mailed to the attention of Alexandra Jennings at Philadelphia Magazine, The Curtis, 601 Walnut Street, Suite 200, Philadelphia, PA 19106. 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.
    F. Sponsor is not responsible for, and will not be liable for, any problems connected with the Internet portion of the Sweepstakes, including (i) technical failures of any kind, including but not limited to the malfunctioning of any cable, computer, network, satellite, server, system, telephone line, or 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 Sweepstakes; (iv) typographical or other errors in the offer or administration of the Sweepstakes, 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 Sweepstakes. Sponsor reserve the right, in its sole discretion, to suspend or cancel the Sweepstakes at any time if a computer virus, bug, worm, or other technical problem interferes with the administration, security, integrity, or proper play of the Sweepstakes. In the event of cancellation, Sponsor reserve the right to award the Prize to eligible entries received prior to the date of cancellation. Sponsor reserve the right, in its sole discretion, to disqualify any person tampering with the entry process, the operation of the website or otherwise in violation of the rules.

6. **Privacy/Publicity/Eligibility Releases:** By entering and providing the required Entry information, Entrants acknowledge that the Sponsor may send Entrant information, samples, special offers, or other goods or services they think may be of interest to Entrant offered by Sponsor or other companies Sponsor may carefully

select. YOU MAY OPT OUT OF RECEIVING ANY SUCH INFORMATION, SAMPLES, OR OTHER SPECIAL OFFERS FROM SPONSOR AT ANY TIME. AN OPT-OUT ELECTION WILL NOT AFFECT YOUR ODDS OF WINNING.

Entrant agrees that Sponsor has the right to combine any of the materials supplied by Entrant pursuant to the Sweepstakes, with such other material as Sponsor in its sole discretion shall determine, and further agrees that it shall not have any right of approval, or claim to compensation or benefits, 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. **Other Releases:** By entering this Sweepstakes, Entrant releases Sponsor and its respective parents, subsidiaries, affiliates, agents, directors, officers, and employees ("Released Parties") from, and agrees to indemnify the Released Parties for, any liability arising from or relating to participation in this Sweepstakes, 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 Sweepstakes.

8. **Dispute Resolution:** Except where prohibited, by participating in the Sweepstakes, 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 Sweepstakes, 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 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, 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 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.