

Block Island Ferry Ticket Giveaway Sweepstakes
Sponsored by *Boston* magazine and The Block Island Ferry (“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. Officers, directors, managers and employees of *Boston* magazine, www.bostonmagazine.com and Metro Corp. (publisher of *Boston* magazine and www.bostonmagazine.com) and The Block Island Ferry (collectively “Sponsors”), and each of their respective parent companies, subsidiaries, affiliates, as well as the immediate family (spouse, parents, siblings and children and their respective spouses, regardless of where they reside) and household members of each such person, whether or not related, and any others engaged in the development, production, execution or distribution of this Sweepstakes, are not eligible to participate. All applicable federal, state, and local laws and regulations apply.
- 2. How to Enter:** Follow all instructions in these Official Rules; otherwise entry may be disqualified. To enter the Block Island Ferry Ticket Giveaway Sweepstakes, visit <https://www.bostonmagazine.com/block-island-ferry-sweepstakes/> and follow the instructions to complete and submit required information (“Entry”). All Entries must be received between 9:00 A.M. Eastern Standard Time (EST) on September 10, 2019 and 11:59 P.M. EST on September 16, 2019 (the “Promotion Period”). Limit one Entry per person. 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.
- 3. Selection of Winner and Odds of Winning:** One (1) qualified Entrant (“Potential Winner”) will be selected by random drawing which will be held on September 17, 2019. Odds of winning depend on total number of eligible entries received during the Promotion Period. A Potential Winner will be notified by *Boston* magazine via email on or before September 18, 2019. In the event that a Potential Winner's notification is undeliverable, a Potential Winner fails to respond to *Boston* magazine on or before October 1, 2019, Potential Winner is deemed by Sponsors not to be eligible, a 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 Sponsors may select an alternate winner at random. If Sponsors are unable to notify either a Potential Winner or an alternate winner as set forth herein, Sponsors may, in their sole discretion, choose to end the Sweepstakes with no winner.
- 4. Prize:** One (1) qualified Winner will receive the following Prize Package (the “Prize”), the estimated total value of which is \$298 (two hundred ninety-eight dollars and 00/100) and will include the following:
 - A. Two (2) Block Island Ferry tickets (valued \$120). Tickets are valid through September 2020; and
 - B. Two (2) General Admission tickets to *Boston* magazine’s Taste Event on November 12, 2019 at Boston Children’s Museum in Boston, Massachusetts (valued at \$178). All guests must be twenty-one (21) years of age or older to attend the Event.

Entrant agrees to any additional terms that may apply to the Prize, as determined by Sponsors (“Prize Terms”). If Prize (or portions thereof) cannot be awarded as described, Sponsors reserve the right to substitute a Prize or portions thereof with a Prize of equal or greater value, in their sole discretion. Sponsors will determine all elements of the Prize in their sole discretion. Details of the Prize and portions thereof 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 of Sponsors.

Sponsors disclaim all and any liability for the actual provision, quality, or nature of any third party product or service accepted by the Winner. 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 Released Parties (as defined below) are not liable for injuries, losses, or damages of any kind, including but not limited to property loss, damage, personal injury, or death, arising from participation in this Prize cannot be substituted, redeemed for cash or transferred by Winner. Sponsors reserve the right to substitute the Prize (or portion thereof) of comparable or greater value, at its sole discretion. Sweepstakes and/or acceptance, possession, or use of Prize. Released Parties are not responsible for any typographical, mechanical, technical, human or other errors or problems related to the Sweepstakes, including, without limitation, any errors or problems in any Sweepstakes-related materials, administration of the Sweepstakes, the processing of entries or in the announcement of the Prize. Winner shall be responsible for all taxes and other costs and expenses, including but not limited to all taxes on Prize, extra fees not included in Prize, all tips, and any travel or transportation costs associated with winning the Prize. Any portion of the Prize not used will be forfeited. All Prize details are at Sponsors' sole discretion.

5. Conditions of Entry:

- A. Entrants agree to abide by these Official Rules and the decisions of the Sponsors, 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, address, testimonial, prize information or personal exposition and any statements regarding the Sweepstakes (and/or any edited portion thereof), for editorial, public relations, promotional, and advertising purposes in any media, now or hereafter known throughout the world in perpetuity, without compensation or notice to, or further consent of, to the winner.
- C. Sponsors reserve the right, in their 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, Sponsors, or Sponsors' advertisers, clients or customers to controversy, negative publicity, scorn, and/or ridicule.
- D. Sponsors and their respective parents, affiliates, subsidiaries, and agents assume 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. Digital versions may be sent via email at ajennings@phillymag.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. Sponsors are not responsible for, and shall 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, or website 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 reserves 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 reserves the right to award the Prizes based on eligible Entries received prior to the date of cancellation. Sponsor reserves the right, in its sole discretion, to disqualify any person it believes to be tampering with the Entry process or the operation of the website or otherwise violating of the Official Rules.

- 6. Privacy/Publicity Releases:** By entering and providing the required entry information, Entrants acknowledge that the Sponsors may send Entrants information, samples, special offers, or other complementary goods offered by the Sponsors or other companies the Sponsors may carefully select. ENTRANT MAY OPT-OUT OF RECEIVING ANY SUCH INFORMATION, SAMPLES, OR OTHER SPECIAL OFFERS FROM SPONSORS AT ANY TIME. OPTING-OUT WILL NOT AFFECT ENTRANT'S ODDS OF WINNING.

Entrants agree that Sponsors have the right to combine any of the materials supplied by Entrants pursuant to the Sweepstakes with such other material as Sponsors in their sole discretion shall determine, and further agree that Entrants have no 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 of Liability:** By entering this Sweepstakes, Entrant releases Sponsors and their respective parents, subsidiaries, affiliates, agents, officers, dealers, advertising and promotional agencies, 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 or the acceptance or use of any Prize.
- 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 Sponsors and their 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.