

Malt Madness 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. Officers, directors, managers and employees of *Boston* magazine, www.bostonmagazine.com and Metro Corp. (publisher of *Boston* magazine and www.bostonmagazine.com) (collectively, the “Sponsor”), and its respective parent company, subsidiaries, and 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. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

- 2. How to Enter:** Follow all instructions in these Official Rules; otherwise entry may be disqualified. To enter the “Malt Madness Sweepstakes”, visit <https://www.bostonmagazine.com/malt-madness-2020/>, complete the entry form and required personal information, and vote for your favorite establishment (“Entry”). INTERNET ACCESS AND VALID EMAIL ADDRESS ARE REQUIRED TO ENTER All entries must be received between 9:00 A.M. Eastern Standard Time (EST) on March 3, 2020 and 11:59 P.M. EST on April 9, 2020 (the “Promotion Period”). LIMIT ONLY ONE (1) ENTRY PER PERSON AND EMAIL ADDRESS. Duplicate entries will be voided. Entrants must fully complete and submit all required data to be eligible; incomplete entries are null and void. 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. Entry will not be returned or acknowledged. 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.

Sponsor’s computer will be the official time and record keeping device for all submissions and Entries applicable to this Sweepstakes. Any attempt at or form of entry other than as expressly specified in these Official Rules is strictly prohibited and will result in disqualification. No correspondence about submissions will be answered.

- 3. Selection of Winner and Odds of Winning:** One qualified Entrant (“Winner”) will be selected by random drawing held on April 10, 2020. 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 April 11, 2020. In the event that a potential Winner’s notification is undeliverable, a potential Winner fails to respond to *Boston* magazine on or before April 17, 2020, a potential Winner is deemed by Sponsor 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 Sponsor may select an alternate winner at random. If Sponsor is unable to notify either a potential 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 one gift certificate for \$25 to Fenway Beer Shop (the “Prize”), the estimated total value of which is \$25 (twenty-five dollars and 00/100).

Entrant agrees to any additional terms that may apply to the Prize, as determined by Sponsor (“Prize Terms”). 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 and portions thereof may change based on availability. Prize may not be assigned, transferred, changed, or redeemed for cash. Gift and/or dining certificates will not be

replaced if they are lost, stolen or damaged. 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 Sponsor.

Sponsor disclaims 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, 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 Sponsor’s sole discretion.

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, 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. 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, late, misdirected, damaged, incomplete, incorrect, altered, or illegible entries OR any failure or unavailability of hardware, software, electronic communications or Internet uploading or other connections. 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. Potential 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 on or before April 24, 2020. Digital versions may be sent to Alexandra Jennings 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 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. 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 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 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 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 Entrants information, samples, special offers, or other complementary goods offered by the Sponsor or other companies the Sponsor may carefully select. ENTRANT MAY OPT-OUT OF RECEIVING ANY SUCH INFORMATION, SAMPLES, OR OTHER SPECIAL OFFERS FROM SPONSOR AT ANY TIME. OPTING-OUT WILL NOT AFFECT ENTRANT'S ODDS OF WINNING.

Entrants agree that Sponsor has the right to combine any of the materials supplied by Entrants pursuant to the Sweepstakes with such other material as Sponsor in its 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. These rights are in addition to any rights under Sponsor's privacy policy: <https://www.bostonmagazine.com/privacy-policy/>

7. **Release of Liability:** By entering this Sweepstakes, Entrant releases Sponsor and its parent, subsidiaries, affiliates, agents, 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 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 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.

