

NO PURCHASE IS NECESSARY TO ENTER OR WIN.

1. Eligibility: Employees of the Amherst Business Improvement District (“Amherst BID”), its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the “Employees”), and immediate family members and/or those living in the same household of Employees are not eligible to win. The Campaign is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

2. Agreement to Rules: By participating, the Contestant (“You”) agrees to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of [your company name] as final and binding as it relates to the content of this Campaign.

3. Campaign Period: The Campaign will start on February 5, 2024 6:00 am EST and end April 15, 11:59pm EDT. Posts will be entered into a weekly drawing which will take place weekly on Mondays at 12:00pm beginning February 12. The final drawing will be April 15, 2024. Posts from the 7 days immediately preceding the drawing will be eligible and will be reset weekly.

4. How to Enter: The entry must fulfill all Campaign requirements, as specified, to be eligible to win a prize. To enter, take a picture of your dinosaur enjoying a meal at a downtown Amherst restaurant (see below for qualifying restaurants) and post to Instagram or Facebook. Posts must include a dinosaur, picture of food, the name of the restaurant and a be tagged as follows: @amherstdowntown, Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of the Amherst BID. Multiple posts are allowed and encouraged.

5. Prizes: The Winner of the weekly drawing will (the "Winner") will receive a \$50 gift certificate to a downtown Amherst restaurant of choice from the list below. No cash or other prize substitution shall be permitted except at the Amherst BID’s discretion. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for the Amherst BID to use Winner's post for purposes of advertising and trade without further compensation unless prohibited by law.

6. Odds: The odds of winning depend on the number of eligible entries received.

7. Winner Selection and Notification: Winner will be selected at random under the supervision of the Amherst BID. Winners of the weekly draw will be notified via direct message on Instagram/Facebook within two (2) days following selection of Winner. The Amherst BID shall have no liability for Winner's failure to receive notices due to spam, junk email, or other security settings or for Winner’s provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within seven (7) days from the time award notification was sent, the prize may be forfeited and an alternate Winner selected. Receipt by Winner of the prize offered in this Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations. Any violation of these official rules by the winner (at The

Amherst BID's sole discretion) will result in Winner's disqualification as winner of the campaign and all privileges as winner will be immediately terminated.

8. Rights Granted by You: By posting the above content (e.g., photo, video, text, etc.), You understand and agree that the Amherst BID, anyone acting on behalf of the Amherst BID, and the Amherst BID's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes. without any further compensation, notice, review, or consent. Optional verbiage for Contests: By entering this content, You represent and warrant that your entry is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, You will be disqualified at the sole discretion of [your company name]. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless [your company name] from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which [your company name] may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

9. Terms & Conditions: The Amherst BID reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond the Amherst BID's control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, the Amherst BID may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by the Amherst BID. The Amherst BID reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions. The Amherst BID has the right, in its sole discretion, to maintain the integrity of the Campaign, to void votes for any reason, including, but not limited to: the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such an attempt be made, the Amherst BID reserves the right to seek damages to the fullest extent permitted by law.

10. Limitation of Liability: By entering, You agree to release and hold harmless the Amherst BID and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Campaign and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any

transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

11. Disputes: This campaign is governed by the laws of the United States of America and the Commonwealth of Massachusetts, without respect to conflict of law doctrines. As a condition of participating in this Campaign, participant agrees that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in [your state/province] having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Campaign). Participant further waives all rights to have damages multiplied or increased.

12. Winners List: To obtain a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: The Amherst Business Improvement District, 35 South Pleasant Street, Amherst MA 01002 USA. Requests must be received no later than April 15, 2024.

13. Sponsor: The Sponsor of the Campaign is the Amherst BID, 35 South Pleasant Street, Amherst, MA 01002 USA.

14. Instagram and Facebook: The Campaign hosted by the Amherst BID is in no way sponsored, endorsed, administered by, or associated with either Instagram or Facebook or their affiliated companies.