

Michael's Harborside Sun & Fun Sweepstakes
Official Sweepstakes Rules

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.

A PURCHASE WILL NOT IMPROVE CHANCES OF WINNING.

CONSUMER DISCLOSURE
You have not won yet.

OPEN ONLY TO LEGAL RESIDENTS MASSACHUSETTS AND NEW HAMPSHIRE WHO ARE AT LEAST 18 YEARS OF AGE AT THE TIME OF ENTRY.

Void outside of Massachusetts and New Hampshire and where prohibited by law.

ELIGIBILITY: Michael's Harborside Sun & Fun Sweepstakes (the "Sweepstakes") is open only to individuals who are legal residents of Massachusetts and New Hampshire who are at least 18 years of age at the time of entry. Employees, officers and directors of Newburyport Development, Michael's Harborside, Michael's Harborside Catering or any of its divisions, and ADB Marketing Communications, and their respective related companies, as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee, officer or director are not eligible. The Sweepstakes is void outside Massachusetts and New Hampshire and where prohibited by law. The Sweepstakes is subject to all applicable federal, state and local laws and regulations.

SPONSORS:

Newburyport Development and Michael's Harborside (the "Sponsor")
54 Inn Street
Newburyport, MA 01950

AGREEMENT TO OFFICIAL RULES: By entering the Sweepstakes, each entrant fully and unconditionally agrees to and accepts the Official Sweepstakes Rules and agrees to be bound by the decisions of the independent judging organization (the "Judges") and the Sponsor whose decisions are final and binding as to all matters relating to the Sweepstakes.

SWEEPSTAKES PERIOD: The Sweepstakes **begins February 25, 2019 at 11am, Eastern Daylight Time, and ends on May 5, 2019 at midnight Eastern Standard Time.** Please complete all required fields on the Michael's REWARDS registration form. Entrants must also acknowledge and agree to the terms of Newburyport Development, LLC Privacy Policy and Terms of Use, as set forth in these rules, and submit the online registration form. In the event of a dispute as to the identity of an entrant, the authorized account holder of the email address used to enter will be deemed the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitting address. Potential winners may be required to submit proof of being the authorized account holder. Entries that are incomplete, incompletely received, corrupted or untimely, for any reason, are void and will be disqualified. Limit one (1) registration per person.

To enter if not a Michael's Harborside REWARDS member:

Pick up your Michael's REWARDS card in the restaurant and register online.

<https://www.michaelsharborside.com/rewards-program-sweepstakes/> Once you register, you are automatically entered for all 10 weeks of prizes. Please only register once. New members receive a \$5 Michael's REWARDS Bonus when you register. There's no purchase necessary to enter.

Already a member of Michael's REWARDS program:

If you are a member, you are automatically entered for all 10 weeks.

ODDS OF WINNING: The odds of winning depend on the number of eligible entries received.

WINNER SELECTION AND NOTIFICATION: By **May 8, 2019** the judges will select the potential prize winner in a random drawing from all eligible entries received. The potential prize winner will be notified by email within a week of each drawing. The Sponsors reserve the right to verify the eligibility of any potential prize winner. Entrants selected must comply with all terms and conditions of these Official Sweepstakes Rules. Winning is contingent upon fulfilling all requirements. Except where prohibited by law, potential prize winners must sign and return to the Sponsors, within ten (10) days of being notified, an affidavit of eligibility and liability/publicity release in order to claim his/her prize. If a potential prize winner does not respond within ten (10) days after the first attempt to contact him/her or if he/she fails to sign and return the affidavit of eligibility and liability/publicity release within the required time period, the potential prize winner shall be deemed to have forfeited the prize and an alternate entrant will be selected as the potential prize winner in his/her place in a random drawing from among all remaining eligible entries received.

PRIZE AND APPROXIMATE RETAIL VALUE

10 Weeks Prizes:

Week 1: Seabag Tote for your summer getaway, *value \$130*

Week 2: INTERLOCKS Spa Gift Card to get you looking fabulous, *value \$100*

Week 3: Whale Watch Tour for a family of four, *value \$125*

Week 4: Family Photo Session by Alison Ebacher, *value \$250*

Week 5: Ninth Wave Sunset Harbor Sail & Dinner for two at Michael's, *value \$200*

Week 6: Plum Island Kayak Tour & Lunch for two at Michael's Harborside, *value \$165*

Week 7: Untapped History Walking Tour & Dinner for two at Michael's, *value \$200*

Week 8: YETI Cooler, *value \$200*

Week 9: Weber Sprit Outdoor Grill, *value \$350*

Week 10: Two-night Stay at the Houseboats at Newburyport & Dinner for two at Michael's, *value \$600*. **If winner is under 25 years of age, then must be accompanied by an adult 25 years or older.**

PRIZE RESTRICTIONS: No substitution, assignment or transfer of prizes is permitted, except by the Sponsor, who reserves the right to substitute a prize with another prize of equal or greater value. No cash redemption is allowed by the prize winner.

Must be 18 years of age to enter or to win. No purchase necessary to enter or to win. By entering this sweepstakes, winner agrees to receive updates and special offers from

Newburyport Development, Michael's Harborside, and Michael's Harborside Catering. If at any time, you wish to opt out, please email: mkirk@michaelsarborside.com

PUBLICITY: Except where prohibited by law, participation in the Sweepstakes constitutes winner's consent to Sponsors' use of winner's name, likeness, voice, opinions, biographical information, hometown and state for promotional purposes in any media without further payment or consideration.

RELEASE AND LIMITATIONS ON LIABILITY: By entering this Sweepstakes, entrant agrees, to the maximum extent allowed by law, to release, indemnify and hold harmless Newburyport Development, Michael's Harborside, Michael's Harborside Catering, and ADB Marketing Communications, and their respective related companies, affiliates and subsidiaries, and each of their respective related companies, affiliates and subsidiaries, and each of their respective officers, directors, members, managers, employees, agents, consultants, legal counsel, website providers or webmasters for any damages including, but not limited to, consequential damages, incidental damages and punitive damages, claims, costs, injuries or losses of any kind resulting in whole or in part, directly or indirectly, whether known or unknown, foreseen or unforeseen, from the entrant's participation in the Sweepstakes or with the acceptance or use of the prize including, but not limited to, damages, claims, costs, injuries or losses of any kind related to personal injuries, death, or damage to or destruction of property. NEWBURYPORT DEVELOPMENT, MICHAEL'S HARBORSIDE, MICHAEL'S HARBORSIDE CATERING, AND ADB MARKETING COMMUNICATIONS MAKE NO REPRESENTATIONS WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WITH REGARD TO THIS SWEEPSTAKES OR THE MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY ASPECT OF ANY PRIZE. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO THAT SOME OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY. The Sponsors and ADB Marketing Communications shall not be responsible for (1) technical failures of any kinds including, but not limited to, the malfunction of any computer, cable, network, hardware or software; (2) the unavailability or inaccessibility of any transmissions or Internet or telephone service; (3) electronic or human error in the administration of the Sweepstakes; (4) any injury or damage to property, including but not limited to, the entrant's computer, hardware or software, which may be caused directly, in whole or in part, from the entrant's participation in the Sweepstakes or downloading of any information necessary to participate in the Sweepstakes; and (5) unauthorized human intervention in any part of the entry process or the Sweepstakes. The Sponsor shall not be responsible if any entry is erroneously deleted, damaged, corrupted or otherwise destroyed.

GENERAL: The Sponsors reserve the right to cancel or modify the Sweepstakes if fraud, viruses, technical failures or any other factor beyond the Sponsor's reasonable control impairs the integrity of the Sweepstakes, as determined by the Sponsors at its sole discretion. In such event, the Sponsor reserves the right to award the prize in the random drawing from all eligible entries received up to the time of impairment. The Sponsors' failure to enforce any term of these Official Sweepstakes Rules shall not constitute a waiver of that provision. The Sponsors, at its sole discretion, reserve the right to disqualify any person tampering with the entry process or the operation of the website. Use of bots or other automated process to enter is prohibited and, at the sole discretion of the Sponsor, may result in disqualification of the entrant. The Sweepstakes is governed by the laws of the Commonwealth of Massachusetts. The entrant agrees that any and all disputes arising out of or in connection with this Sweepstakes shall be resolved individually and without resort to class action

exclusively by a state or federal court located in Boston, Massachusetts. Should there be a conflict between the laws of Massachusetts and any other law, the conflict shall be resolved in favor of the laws of Massachusetts.

WINNER'S NAME: For the winners' names, send a self-addressed, stamped envelope mail to: Newburyport Development, 54 Inn Street, Newburyport, MA 01950 on or before **May 15, 2019**.

WARNING: ANY ATTEMPT BY ANY INDIVIDUAL, WHETHER OR NOT AN ENTRANT IN THE SWEEPSTAKES, TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW AND, SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.