



OFFICIAL RULES

VISITERIE'S ERIE RESTAURANT WEEK CONTEST

The VisitErie Erie Restaurant Week Contest (the "Contest") is provided by VisitErie (the "Sponsor").

ELIGIBILITY:

The contest is open only to legal residents of the United States of America who have reached the age of majority according to the law of the state/province in which they reside. Excluded from eligibility are officers, directors, employees, volunteers, agents and representatives of VisitErie (collectively, the "Excluded Individuals"). NO PURCHASE IS NECESSARY TO ENTER THE CONTEST. The Contest is void where prohibited by law.

ACCEPTANCE OF RULES:

Participation in the Contest constitutes an entrant's full and unconditional agreement to these Official Contest Rules (the "Rules"), as may be amended by VisitErie at its sole discretion. Winning a Prize (as defined below) is contingent upon fulfilling all requirements set forth herein.

CONTEST PERIOD:

The Contest commences on January 24, 2021 and, subject to these Rules, concludes at 11:59 AM (EST) on February 6, 2021 (the "Contest Period").

PARTICIPATION

1. To participate in the Contest, you must take a picture of your receipt (showing the date of your meal) and text it to 814-212-5400 or mail a copy of your receipt to VisitErie/ERW 208 East Bayfront Parkway Suite 103 Erie, PA 16507.
2. There is no limit to the number of submissions a participant may submit.

Any entry that is illegible, incomplete, altered, or contains inappropriate material/subject or false information, is invalid.

SELECTION OF WINNERS:

Four (4) business days following the conclusion of the Contest, five winners will be randomly selected and notified.

VisitErie will contact the Prize Winners via text message to inform a participant that they are a Prize Winner. If after exercising reasonable efforts, VisitErie cannot reach a participant within two weeks from the first attempt to contact them, VisitErie will be free of any liability and may forfeit the prize. If there is a dispute as to the identity of an online participant, the prize will be awarded to the authorized account holder of the submitted when entering.



TERMS OF ACCEPTANCE:

Each Prize must be accepted as awarded. No prize substitution, assignment or transfer of prizes is permitted, except: (i) as otherwise explicitly provided herein; or (ii) at VisitErie's sole discretion. VisitErie reserves the right to substitute a Prize with one (1) of comparable value or greater value without liability or consent. All costs and expenses not specifically included above as part of any prize, including, without limitation, insurance, taxes, meals, beverages, gratuities, phone calls, other transportation costs, laundry and mini-bar charges and any other personal and incidental expenses and any taxes thereon, are the sole responsibility of the winner (and his/her Guests, as applicable).

PRIVACY:

VisitErie, its authorized agents and/or representatives may collect, use, and disclose the personal information provided by each entrant at the time they enter the Contest for the purposes of administering the Contest and Prize fulfillment. By entering this Contest, each entrant expressly consents to the use of their personal information for such purposes.

By accepting a Prize, a winner hereby consents to VisitErie's use of the winner's name, city of residence, picture, biographical information, statements, voice and likeness in any advertising and publicity that VisitErie may conduct in any media or format, whether now known or hereafter developed, including but not limited to the Internet, at any time in perpetuity, without further compensation or notice to the winner.

ADDITIONAL TERMS:

VisitErie reserves the right, at its sole discretion, to disqualify any participant from the Contest if VisitErie finds or reasonably believes such individual to be tampering with the entry process or the operation of the Contest or where applicable, the Contest Page; and/or to be acting: (i) in violation of these Rules; (ii) in an unsportsmanlike or disruptive manner; or (iii) with the intent to annoy, abuse, threaten or harass VisitErie, or any of their respective employees, any other participants, or any other person. Any attempt by a participant or other individual to automate the entry process, or otherwise, undermine the legitimate administration, security or operation of the Contest, is a violation of criminal and civil laws. VisitErie reserves the right to seek remedies and damages from any such person to the fullest extent permitted by law. Participants engaging in any of the foregoing activities may be disqualified and will forfeit any Prizes won.

The decisions of VisitErie in regards to all matters of the Contest are final and binding upon participants. In the event of any dispute regarding the interpretation of the rules of the Contest or any decision rendered by VisitErie, the decision or interpretation of VisitErie shall prevail.

Participants agree that upon submitting a contest submission, VisitErie shall have an unlimited, irrevocable perpetual license to publish, distribute, publicly perform or display, post electronically, create derivative works from, or otherwise reproduce in any manner the participant's Photo Submission in any media whatsoever, including, without limitation, in connection with the VisitErie's social media websites, and photostreams anywhere in the world, without further payment or notice for the purposes of VisitErie's advertising, marketing, promotion, and/or journalistic, archival, historical, internal and external recognition activities. Each participant waives all moral rights in and to the Photo Submissions.

All participants must comply with applicable laws.



Contestants acknowledge that VisitErie, and all involved advertising and promotional agencies, other suppliers providing Prizes or other materials or services in connection with this Contest, anyone else involved in the development or execution of this Contest, each of their respective parent companies, subsidiaries and affiliated companies and each of their respective shareholders, directors, officers, employees, agents, representatives, successors and assigns (collectively, the "Releasees") have not made, -nor are in any manner responsible, for any warranty, representation or guarantee, express or implied, in fact or in law, relative to any prize, including but not limited to, its quality, merchantability and fitness for a particular purpose. Further, no responsibilities are accepted by any of the Releasees for any additional expenses, omissions, delays, re-routing, or acts of any government or authority.

BY PARTICIPATING IN THE CONTEST, EACH PARTICIPANT HEREBY RELEASES AND HOLDS HARMLESS ALL OF THE RELEASEES FROM ANY AND ALL LIABILITY, INJURIES, LOSS, CLAIMS OR DAMAGE OF ANY KIND WHATSOEVER (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) ARISING FROM OR IN CONNECTION WITH: (I) PARTICIPATING IN THE CONTEST; AND/OR (II) ACCEPTANCE, USE, MISUSE OR NONUSE OF ANY PRIZE OR PARTS THEREOF, INCLUDING, WITHOUT LIMITATION, LIABILITY FOR DEATH, PERSONAL INJURY, DAMAGE OR LOSS OF ANY KIND, LOSS INCURRED DURING TRAVEL TO/FROM, AND/OR ATTENDANCE AT, ANY OF THE EVENTS FORMING PART OF THE PRIZES AND FROM LIABILITY TO ANY OTHER PERSONS RELATING TO OR RESULTING FROM ENTERING THE CONTEST.

Without limiting the foregoing, the Releasees are not responsible for: (i) any incorrect or inaccurate information, whether caused by participants, Instagram, or any third parties, or by any of the equipment, hardware, software or programming associated or used with the Contest; (ii) technical errors, defects, delays or failures of any kind, including, without limitation, malfunctions, interruptions or disconnections in communications lines, Internet or website access, hardware or software; (iii) digital or electronic disruptions (e.g. security breaches); (iv) unauthorized human intervention (e.g. hacking); (v) technical or human error which may occur in connection with any aspect of the Contest; (vi) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from a participants or Guest's participation in the Contest, or receipt or use of any Prize; (vii) participants' breach of Instagram and/'s terms of use; and (viii) lost, incomplete, illegible or garbled entries, mail or transmissions, interrupted or unavailable network, server or other connections, miscommunications, computer viruses, bugs, worms, tampering, unauthorized intervention, fraud, failed computer hardware or software or telephone transmissions, or other errors or problems of any kind whether electronic, mechanical, or human.

Notwithstanding any other provision contained herein, VisitErie reserves the right, in its sole discretion, to modify, amend, cancel, suspend, reinstate or close the Contest, at any time in whole or in part without prior notification, and for any reason whatsoever.

The Contest and the Rules shall be governed exclusively by and construed in accordance with the laws in the State of Pennsylvania, without regard to conflicts of laws principles. Any dispute not otherwise determined in accordance with the rules of the Contest shall be adjudicated in the courts sitting in Erie, PA (or any appeals court therefrom).