

DINE AROUND DOWNTOWN: POST YOUR PLATE!

**Dine Around Downtown is on Tuesday, June 4, 2024 on
Fosun Plaza at 28 Liberty Street from 11am-2:30pm**

Contest Rules & Conditions

The Dine Around Downtown Post Your Plate! contest (the "Contest") is sponsored by the Alliance for Downtown New York, Inc. (the "Downtown Alliance" or "Sponsor") and runs on Tuesday, June 4, 2024 from 11am-11:59pm.

1. ELIGIBILITY: The Contest is open to legal residents age 18 and older of the United States, its territories and possessions. Employees of Sponsor and the restaurants participating in Dine Around Downtown and members of their immediate families are not eligible. The Contest is governed by the laws of the State of New York, U.S.A. The Contest is void where prohibited by law. All federal, state and local laws and regulations apply.

2. HOW TO ENTER: Post a photo of your plate from one of the participating Dine Around Downtown restaurants at Dine Around Downtown on June 4, 2024. All photos must be geo-tagged at Fosun Plaza, 28 Liberty Street and must be posted between 11am-11:59pm on June 4, 2024 using the #DineAroundDowntown to Instagram. Multiple entries are allowed. If you do not have access to Instagram and wish to participate, you may submit a photo via email between 11am-11:59pm on June 4, 2024 to dinearounddowntown@downtownny.com.

All entries become the property of the Sponsor and will not be returned. Each entry has an equal chance to win. Any dispute regarding submission of entry will be deemed submitted. Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process. The Downtown Alliance is the sole authority for this Contest.

3. PRIZE: One (1) grand prize winner (the "Winner") will receive a two-night weekend hotel stay for two (2) at Conrad New York Downtown, subject to availability, and a \$200 food and beverage credit at the hotel's ATRIO Wine Bar & Restaurant. Grand prize package has a retail value of up to \$2,500. Prize is not transferable and cannot be assigned, substituted or redeemed for cash. This offer can not be combined with any other offers. Sponsor reserves the right to substitute a similar prize of equal or greater value in the event that the stated prize cannot be awarded due to circumstances beyond the control of Sponsor. All taxes, if any, are the sole responsibility of Winner. Sponsor will not be responsible for any loss, liability or damage arising out of any Winner's acceptance or use of its prize.

4. SELECTION OF WINNER: Winner will be selected by the Downtown Alliance staff on or about June 13, 2024, and the decision is final in all respects. Approximate odds of winning depend on the number of eligible entries received. Winner will be notified by the social media channel used to enter the Contest within fifteen (15) days of the drawing and may be required to execute a Statement of Eligibility and Release and Payment Authorization within thirty (30) days of prize notification attempt or Winner will be disqualified and prize may be awarded to an alternate winner. Return of prize or prize notification as undeliverable will result in disqualification and an alternate winner may be selected. Entry and/or acceptance of the prize constitutes permission for the Sponsor to use such Winner's photo submissions, name, address (city and state only) and/or likeness for advertising, trade, promotional advertising or media purposes without further compensation or authorization, worldwide and in perpetuity, in any and all forms of

media, now known and hereafter devised, unless prohibited by law.

5. CONDITIONS: By entering, participants agree to be bound by these complete Contest Rules & Conditions. Sponsor is not liable for late, lost, delayed, damaged, misdirected, incomplete, garbled or jumbled, stolen, postage due mail or illegible entries or for printing, distribution or production errors. Sponsor is not liable for any technical malfunctions of any telephone network or lines, computer internet system, servers or providers, computer equipment, software, failure of any email on account of technical problems or traffic congestion on the internet or at any website, or any combination thereof, including any injury or damage to participant's or any other person's computer related to or resulting from participation or downloading any materials in this Contest, or other technical difficulties or failures or other errors of any kind. Sponsor is not responsible or liable for any injury or damage to an entrant's or third person's computer and/or its contents, related to or resulting from Contest. Any person attempting to defraud or in any way tamper with this Contest will be ineligible for a prize and may be prosecuted to the full extent of the law. Sponsor reserves the right to terminate or modify the Contest at any time for any reason.

This Contest is in no way sponsored, endorsed or administered by, or associated with, Instagram.

6. LIABILITY: BY PARTICIPATING, ENTRANTS AND WINNER(S) AGREE TO RELEASE AND HOLD HARMLESS INSTAGRAM, CONRAD NEW YORK DOWNTOWN AND SPONSOR, ALLIANCE FOR DOWNTOWN NEW YORK INC., FROM ANY AND ALL LIABILITY, FOR LOSS, HARM, DAMAGE, INJURY, COST OR EXPENSE WHATSOEVER INCLUDING WITHOUT LIMITATION, PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH WHICH MAY OCCUR IN CONNECTION WITH, PREPARATION FOR, TRAVEL TO, OR PARTICIPATION IN THE CONTEST, OR POSSESSION, ACCEPTANCE AND/OR USE OR MISUSE OF PRIZE OR PARTICIPATION IN ANY CONTEST-RELATED ACTIVITY AND FOR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, INVASION OF PRIVACY, COPYRIGHT INFRINGEMENT, TRADEMARK INFRINGEMENT OR ANY OTHER INTELLECTUAL PROPERTY-RELATED CAUSE OF ACTION. THE FOREGOING LIABILITIES ARE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THESE CONTEST RULES AND CONDITIONS AND THE INTERPRETATION OF THEIR TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

7. SPONSOR: Alliance for Downtown New York, Inc., 120 Broadway, Suite 3340, New York, NY 10271.