

NY NOW®

Post & Win Small Business Saturday Sweepstakes

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCE OF WINNING.

1) Eligibility: The Month of Giveaways Sweepstakes (the "Sweepstakes") is offered to Buyers who pursuant to these Official Rules, (1) pre-register to attend, qualify to attend, and then actually attend and pick up a valid attendee badge at NY NOW which takes place from February 1-5, 2020 at the Jacob Javits Convention Center, New York, NY (the "Event").

No entry fee, payment, or proof of purchase is required. All other Event participants and all other persons are not eligible to enter. Employees, officers and directors, including members of their immediate families (parent, child, sibling, or spouse of each of the foregoing) and persons living in the same households as such individuals (whether such individuals are related or not) of Emerald Expositions, LLC, 31910 Del Obispo, Suite 200, San Juan Capistrano, CA 92675 (the "Sponsor") or its affiliates or advertising and promotion agencies, are not eligible to enter. By participating you agree to these Official Rules and the decisions of the Sponsor, which are final and binding in all matters relating to this Sweepstakes. All applicable federal, state and local laws and regulations apply. Winning a prize is contingent upon fulfilling all requirements set forth herein. All entries become the sole and exclusive property of the Sponsor, and receipt of entries will not be acknowledged or returned. Limit one (1) entry per eligible person. **Void where prohibited.**

2) Start and End Dates: The Sweepstakes begins November 30, 2019 (12:00 AM ET) and ends November 30, 2019 (2:59 PM ET) (the "Eligibility Period").

3) How to Enter:

- a. Post a picture from your store to your business Instagram feed or on Instagram Stories and tag @ny_nyow** on November 30, 2019 and include #nyyow, and #nynowlocal and #sweepstakes to qualify.
- b. Free Method of Entry** During the Eligibility Period, hand print your name, company, title, address, phone number, email address, age, and the title of this Sweepstakes (as set forth above) on a 3" x 5" piece of paper and mail it in an envelope with proper postage to Trish Borrelli, NY NOW Post & Win Small Business Saturday, Emerald Expositions, 1133 Westchester Ave, Suite N-210, White Plains, NY 10604. For your mailed-in entry received by Sponsor during the Eligibility Period, you will receive one entry into the Sweepstakes drawing.

4) Drawing:

On or about December 3, 2019, the Sponsor will randomly select 5 winners from among all registrants who registered during the Eligibility Period.

The Sponsor will attempt to notify the potential winners via email or telephone. If the potential winners cannot be contacted within two (2) days after the date of the first attempt to contact him/her, the Sponsor may select alternate potential winners in his/her place at random from the remaining eligible entries. When notifying the winners, the Sponsor will provide instructions on how to claim the prize. Sponsor will attempt to notify the potential winner as set forth above, but Sponsor is not responsible for any undelivered emails, including, without limitation, e-mails that are not received because of a winner's privacy or spam filter settings which may divert any Sweepstakes e-mail, including any winner notification e-mail, to a spam or junk folder. Winners are deemed to be potential winners, pending verification of the

entrant's eligibility and compliance with these Official Rules as determined by Sponsor in its sole and absolute discretion.

5) Description and Value of the Prizes; Odds of Winning: Sponsor will provide ten (10) prizes in total as follows:

Ten (5) \$100 Visa Gift Cards
Total ARV: \$500

One prize per winner. Winners must register to attend the NY NOW Winter 2020 Event held February 1-5, as a qualified buyer then actually attend the Event. Winners will be responsible for all costs and expenses not specifically included herein. No substitution or cash alternative is permitted. Odds of winning depend on the number of eligible and qualified entries received. All taxes are solely the responsibility of the winner.

6) Terms and Conditions: Where permitted by law, the winner grants (and agrees to confirm said grant in writing upon the request of the Sponsor) to Sponsor, and those acting pursuant to Sponsor's direction or control, the right to print, publish, broadcast and use, worldwide in any media now known or hereafter developed, including but not limited to the Internet, at any time or times, the winner's name, portrait, picture, voice, likeness and biographical information for advertising, trade and promotional purposes without additional consideration and without notice, review or approval, except where prohibited by law. Further, winner will be required to complete, sign, and return an Affidavit of Eligibility, a Liability Release, a Publicity Release (where lawful), and provide evidence of identity and age with a social security number and a valid state or federally issued identification (i.e. driver's license or passport), all within fourteen (14) days of prize notification. If said documents are not returned timely, or if prize or prize notification is returned as non-deliverable, or if a winner is found not to have complied with these Official Rules, declines the prize for any reason, or is ineligible for any reason, the prize will be forfeited and may be awarded, in Sponsor's sole discretion, to an alternate winner selected at random. WINNER WILL BE ISSUED A FORM 1099 FOR TAX PURPOSES IN THE AMOUNT OF THE ACTUAL RETAIL VALUE OF THE PRIZE AND MUST SUBMIT HIS OR HER SOCIAL SECURITY NUMBER AS REQUIRED BY LAW. ALL FEDERAL, STATE, AND LOCAL TAXES IMPOSED ON THE ACCEPTANCE OF THE PRIZE ARE SOLELY THE RESPONSIBILITY OF THE WINNER. **By participating, participants release and agree to hold harmless Sponsor, its parents, subsidiaries, affiliates, advertising and promotion agencies and all of their respective directors, officers, employees, representatives and agents (collectively, the "Released Parties") from any and all liability for any injury, loss or damage of any kind to persons (including, without limitation, death) or property, arising directly or indirectly, in whole or in part, from or in connection with the acceptance, possession, use or misuse of any prize, participation in this Sweepstakes, or any Sweepstakes-related activity, including any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties.** Without limiting the foregoing, everything regarding this Sweepstakes, including the prize, is provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement. NOTWITHSTANDING THE FOREGOING, IN THE EVENT THAT THE PRECEDING RELEASE IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE INVALID OR VOID FOR ANY REASON, THE PARTICIPANT AGREES THAT, BY ENTERING THE SWEEPSTAKES, (I) ANY CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, BUT IN NO EVENT ATTORNEYS' FEES; AND (II) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND PARTICIPANT HEREBY WAIVES ALL RIGHTS TO CLAIM, ANY OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

7) **Governing Law:** By entering, participants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Sweepstakes Official Rules, or the rights and obligations of participants and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the substantive laws of the State of New York without regard to its conflicts of law provisions. All participants hereby consent to the jurisdiction and venue of the federal or state courts located in New York, New York. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION.

8) **Miscellaneous:** If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the prize documents will not affect the validity or enforceability of any other provision. No entrant shall have the right to modify or amend these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect.

9) **Winner List:** For the names of the Sweepstakes winners, send a self-addressed stamped envelope with your request to: Ms. Trish Borrelli, Emerald Expositions, 1133 Westchester Ave, Suite N-210, White Plains, NY 10604. The winners' names will be sent after the winners have been verified and the prizes have been awarded. Winner list requests must be received by Sponsor by March 30, 2019.

10) **Sponsor:** Emerald Expositions, LLC, 31910 Del Obispo, Suite 200, San Juan Capistrano, CA 92675.

11) **Privacy:** Information collected from entrants online is subject to the privacy policy as stated at <https://www.nynow.com/privacy-policy>.