

VIP DERBY DAY SWEEPSTAKES

OFFICIAL SWEEPSTAKES RULES

- **NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE WILL NOT IMPROVE YOUR ODDS OF WINNING.**
- **VOID WHERE PROHIBITED. ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS APPLY.**
- **BY ENTERING THIS SWEEPSTAKES, ENTRANT AGREES TO THESE OFFICIAL SWEEPSTAKES RULES AS A BINDING CONTRACT.**
- **THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM, INC. (“INSTAGRAM”) OR FACEBOOK, INC. (“FACEBOOK”). BY ENTERING THIS SWEEPSTAKES, YOU UNDERSTAND THAT YOU ARE PROVIDING YOUR INFORMATION TO SPONSOR AND NOT TO INSTAGRAM.**

1. **Sponsor and Administrator:** VIP Derby Day Experience Sweepstakes (“Sweepstakes”) is sponsored and administered by Patina Bos, LLC (“Sponsor”). Sponsor operates Banners Kitchen & Tap, which is located at TD Garden, 82 Causeway, Boston, MA 02114.

2. **Submission Period and Drawing:** The Sweepstakes begins at 2:00 p.m. EST on April 18, 2024, and runs until 12:00 a.m. EST on April 30, 2024, which may be extended in Sponsor’s sole discretion (the “Submission Period”). A random drawing will be held on May 1, 2024, by Sponsor to select the winner from among all eligible entries received. All entries must be submitted during the Submission Period. Odds of winning the prize depend on total number of eligible entries received during the Submission Period. Under no circumstances will Sponsor award more than one prize. Sponsor cannot accurately predict the number of entrants who will participate in the Sweepstakes (each an “Entrant”).

3. **Entrant’s Acceptance of Rules.** By participating in the Sweepstakes, each Entrant unconditionally accepts and agrees to comply with and abide by these Official Sweepstakes Rules (the “Rules”) and the decisions of Sponsor, which shall be final and binding in all respects. This Sweepstakes is void in Puerto Rico, and all other U.S. territories, U.S. military installations in foreign countries and possessions and everywhere prohibited by law.

4. **Eligibility:** The Sweepstakes is open only to legal U.S. residents of MA, CT, NH, VT and ME who are 21 years of age and older or if different, the age of majority as established by such individual’s state of residence, as of the date of entry. Employees, officers, directors, managers and members, along with their respective immediate family members, of Sponsor and Delaware North Companies, Incorporated (“DNC”), its affiliates, and any other entities involved in any manner with the marketing, sponsoring, fulfilling or administration of the Sweepstakes (collectively, the “Sweepstakes Entities”), are not eligible to participate or win. The term “immediate family member” includes spouses, parents, step-parents, children, step-children, siblings, step-siblings, grandchildren, step-grandchildren or other family extension, regardless of where they live, and any persons residing in

the same residence as the winner at least three (3) months per year, whether related or not.

5. How to Enter: NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.

To enter this Sweepstakes there are two methods of Entry:

Instagram Entry Method: Entrants must “follow” @bannerskitchentap on Instagram, and comment on the VIP Derby Day Experience Sweepstakes post using the hashtag #bannersderbyday or #adayatthederby. Normal Internet access, phone charges and usage charges imposed by your online/phone service provider(s) will apply. All Entrants must be following @bannerskitchentap until at least the end of the Submission Period.

Alternate Method of Entry: To enter the Sweepstakes, please visit <https://www.bannerskitchenandtap.com/vip-derby-day-experience/> and fill out the Entry form including Entrant’s name, email address, and phone number.

You may be asked to consent to receive promotional emails or offers. This is optional and does not affect your chances of winning a prize in this Sweepstakes. You are NOT required to give consent to receive such emails or offers in order to participate in the Sweepstakes or win any prize. You may opt out of this service at any time by clicking ‘unsubscribe’ within the email.

Limit of one entry per person/ per Instagram account during the Entry Period. Multiple entries as determined by Sponsor in its sole discretion, will result in disqualification of all entries by such person. Entries that do not conform to or that violate these Official Rules or are submitted in any manner other than stated in these Official Rules will be disqualified. By entering this Sweepstakes, entrants agree to these Official Rules and the decisions of the Sponsor, which are binding and final in all matters relating to this Sweepstakes.

Sponsor is not responsible for, nor assumes any liability for (i) any incorrect or inaccurate entry information, or for any faulty, failed, garbled or jumbled electronic data transmissions; (ii) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Sweepstakes; (iii) any miscommunications related to this Sweepstakes; or (iv) any incorrect or inaccurate capture of information, or the failure to capture any information.

Sponsor reserves the right to modify, extend, suspend, or terminate the Sweepstakes if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures, or malfunctions or other causes beyond Sponsor’s control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein and to disqualify any individual who tampers with the entry process.

Entrants further agree not to knowingly damage or cause interruption of the Sweepstakes and/or prevent others from participating in the Sweepstakes.

5. **Winner Selection:** The Sweepstakes will have one winner. The winner will be chosen at random from all eligible entries on May 1, 2024. If the winner has entered via Instagram the winner will be contacted via direct message on Instagram. If the winner has entered via the alternate means of Entry then winner will be contacted via telephone or email provided on Entry form. The winner must respond within 24 hours of the initial notification. After responding to the initial notification, the potential winner will be required to execute and return an Affidavit of Eligibility/Release/Indemnification and a Publicity Release, where allowed

by law, within five (5) business days after it is received. A potential winner who does not respond to the initial notification, does not meet the stated eligibility requirements, does not return the required documentation, refuses to accept the prize, or any prize notification which is returned as undeliverable will be disqualified and Sponsor will award the prize to an alternate winner selected from the remaining pool of eligible entries. A selected potential winner will not be an official winner until all required documentation has been returned, and eligibility has been formally verified. Only three (3) alternate drawings will be held, after which the prize will remain unawarded.

6. **Entry Limits:** Entry into the Sweepstakes is limited to one entry per person/ Instagram account. Attempts to obtain more than one (1) entry per person or Instagram account will be disqualified. Sponsor is not responsible for late, incomplete, or invalid Entries, which will be disqualified. Each entry must be manually key stroked and entered by the Entrant. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated entries will be accepted.

Potential winners may be required to provide proof of eligibility upon request.

Entrants further agree not to knowingly damage or cause interruption of the Sweepstakes and/or prevent others from participating in the Sweepstakes. **ANY ATTEMPT TO UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY VIOLATE CRIMINAL OR CIVIL LAWS. IF AN ENTRANT MAKES SUCH AN ATTEMPT, SPONSOR MAY DISQUALIFY SUCH ENTRANT AND SEEK DAMAGES TO THE FULLEST EXTENT OF THE LAW.**

7. **General Conditions.** Subject to its sole discretion, Sponsor reserves the right to disqualify any Entrant that has, whether in writing or orally, directly or indirectly, criticized or disparaged Sponsor, its affiliates or Banners Kitchen & Tap.

If, for any reason, the Sweepstakes is not capable of running as planned by reason of computer virus, bug, system malfunction, tampering, unauthorized intervention, fraud, technical failures, fire, flood, storm or other natural cataclysm, riot, strike, civil commotion, governmental regulation or any other causes beyond the control of Sponsor which, in its sole opinion, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes and conduct the Sweepstakes selecting the prize winner from among all eligible entries received prior to the action taken by Sponsor or otherwise in a manner which is fair, equitable and in accordance with these Rules, as determined by Sponsor in its sole discretion. Inclusion in such drawing shall be each Entrant's sole and exclusive remedy under such circumstances. Notice of such action by Sponsor will be posted on the Sponsor's website: Bannerskitchenandtap.com.

8. **Prize Details and Restrictions:** Each winner will receive as a prize: a VIP table at Banners Kitchen & Tap during Banners Kitchen & Tap's Kentucky Derby event on May 4, 2024, prize will include food for winner and 3 guests, a welcome cocktail for winner and 3 guests (guests must be at least 21 years of age or older to receive a cocktail).

The retail value of the prize is approximately \$500.00. The final retail value of the prize may be lower than the approximate retail value. If the final retail value of the prize is less than the approximate retail value, the difference shall not be awarded. Federal, state and local taxes and other governmental charges (as applicable), and the reporting consequences thereof, are the sole responsibility of winner. Winner must submit a valid executed IRS Form W9, and if required by law, will receive a 1099 tax form from Sponsor reflecting the fair market value of the prize received.

All expenses not specifically mentioned herein are not included and are solely the winner's responsibility, including transportation to and from Banners Kitchen & Tap. Winner is responsible for all federal, state and local taxes, if applicable.

The prize cannot be refunded, commissioned, bartered, exchanged, or redeemed for cash from the Sponsor. The prize is non-negotiable and non-transferable except to a surviving spouse residing in the same household or otherwise with the Sponsor's permission. No substitutions of the prize are permitted by winner. Sponsor reserves the right to substitute a prize of equal or greater value. Prize conditions may be added or modified by Sponsor, in its sole discretion.

The prize cannot be combined with any other offer, promotion or discount. Winner acknowledges that the Sponsor and all other businesses affiliated with this Sweepstakes and their agents do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness or merchantability of any aspect of the prize being offered.

9. **Releases and Indemnification.** By submitting an entry, each Entrant waives, discharges and fully releases the Sweepstakes Entities, and Instagram along with such entities' respective officers, directors, managers, members and employees (collectively, the "Released Parties") from any and all liability, injury, damage, or loss that may occur, directly or indirectly, in whole or in part, from or in connection with participation in the Sweepstakes or from the receipt or use of any prize or from any activity related to the receipt or use of any prize. The Released Parties are not responsible for (a) any inaccurate entry information, or for any faulty electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Sweepstakes or for any miscommunications or for the inaccurate capture of information, or the failure to capture any information; (c) any technical failures or malfunction of any kind in operation or transmission or communications line failure, regardless of cause, with regard to any equipment, software, systems, networks, lines, satellites, servers, computers or providers; (d) inaccessibility of the Internet or any website of any kind, including any failure of any electronic entry to be received on account of technical problems or traffic congestion; or (e) any injury or damage to any computer, phone, or tablet device which may be related to or resulting from any attempt to participate in the Sweepstakes or access or download any materials relating to the Sweepstakes or the Sponsor's website. Without limiting the generality of the foregoing, none of the Released Parties assumes any responsibility or liability for (a) damages, losses or injury resulting from acceptance or use of the prize and (b) a lost, stolen, late, misdirected, misprinted, damage, or delayed prize notification and/or prize.

EACH ENTRANT AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL LIABILITY FOR CLAIMS, INJURIES, CAUSES OF ACTION, LOSSES OR DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, WRONGFUL DEATH, PERSONAL INJURY INFRINGEMENT, ARISING OUT OF OR RELATED, IN WHOLE OR IN PART, TO (1) PARTICIPATION IN THE SWEEPSTAKES OR ANY SWEEPSTAKES-RELATED ACTIVITY, (2) FROM ITS BEACH OF THE REPRESENTATIONS AND WARRANTIES IN THESE RULES, OR (3) FROM ENTRANT'S POSSESSION, ACCEPTANCE, RECEIPT OR USE/MISUSE OF THE PRIZE, IN EACH INSTANCE WHETHER UNDER CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND, FURTHER EACH ENTRANT AGREES TO INDEMNIFY THE RELEASED PARTIES AGAINST ANY LIABILITY OR EXPENSE (INCLUDING REASONABLE ATTORNEY'S FEES) ARISING IN CONNECTION WITH THE FOREGOING. RELEASED PARTIES ARE NOT RESPONSIBLE FOR ANY INABILITY OF ANY WINNER TO ACCEPT OR USE THE PRIZE (OR ANY PORTION THEREOF) FOR ANY REASON.

10. **Publicity Release:** By submitting an entry, in addition to any other rights which may be granted in any other agreement entered into between Sponsor and any Entrant, each Entrant irrevocably grants to Sponsor and its respective successors, assigns, and licensees, the right to use such Entrant's name, likeness,

image, username, biographical information and statements about the Sweepstakes in any and all media anywhere in the universe for any purpose, including, without limitation, advertising and publicity purposes, as well as in connection with the Sweepstakes, without additional compensation or additional approval except where prohibited by law and hereby releases the Released Parties from any liability with respect thereto. Entrant agrees to, if required, sign documents to this effect. The Released Parties are not responsible for any unauthorized use of entries by third-parties. Sponsor has no obligation to make use of the rights granted herein.

11. **Social Media Disclaimer**: This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Instagram or Facebook. Entrants understand that they are providing their information to Sponsor and not to Instagram. Any questions, comments or complaints must be directed to Sponsor, and not to Instagram or Facebook. Instagram or Facebook has not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. The information you provide will only be used for the purposes of Entry into this Sweepstakes.

12. **DISPUTES/CHOICE OF LAW**: Except where prohibited by law, and subject to the release and waiver of claims provisions herein, Entrant agrees: (i) that any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prize awarded, or the determination of the winner, shall be resolved individually, without resort to any form of class action, and exclusively by either the Erie County Supreme Court of New York, or by the United States District Court for the Western District of New York; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, with no award of attorneys' fees; and (3) all rights to claim punitive, incidental, special, consequential or other damages, including without limitation lost profits may be awarded (collectively, "Special Damages") and all rights to have any such damages multiplied or increased are waived.

13. **General**. These Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. Unless otherwise stated herein, if any provision of these Rules is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. If there is a discrepancy or inconsistency between other statements contained in any Sweepstakes promotional materials and the terms and conditions of these Rules, the terms of these Rules shall prevail and govern.

14. **Privacy Policies**. Information that an Entrant provide may be used by Sponsor in accordance with its privacy policy located at <https://www.bannerskitchenandtap.com/privacy-policy/>.

15. **Winners List**: To request any legally required winner's list, send an email with subject line: "VIP Derby Day Experience Sweepstakes" to mbrady@delawarenorth.com.

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