

## **PASSPORT TO DESIGN SWEEPSTAKES**

***UPDATED: MARCH 6, 2013***

**SPONSORED BY: BOSTON MAGAZINE, CIRCLE FURNITURE,  
DESIGNER BATH AND SALEM PLUMBING, LUCIA LIGHTING,  
TILE BY DESIGN, AND LANDRY AND ACARI (“Sweepstakes”)**

### **Official Sweepstakes Rules**

By entering this Sweepstakes, the entrant (“Entrant”) agrees to be bound by these Official Rules and to accept as final all winners selected by Boston magazine, [www.bostonmagazine.com](http://www.bostonmagazine.com), and/or Metro Corp. (“Boston Magazine”), Circle Furniture, Design Bath and Salem Plumbing, Lucia Lighting, Tile by Design, and Landry and Acari (collectively with Boston Magazine, “Sponsors”).

1. **Eligibility:** NO PURCHASE NECESSARY. A purchase will not improve chances of winning. Open to residents of Massachusetts who are twenty-one (21) years of age or older. Sponsors’ employees and their immediate family and household members are not eligible to enter. All federal, state, and local laws and regulations apply. VOID WHERE PROHIBITED.
2. **How to Enter:** Follow all instructions in these Official Rules; otherwise entry may be disqualified. Enter online at [www.bostonmagazine.com/passport](http://www.bostonmagazine.com/passport). Entries must be submitted between 12:01 a.m. EST on October 25, 2012 and 11:59 p.m. EST on March 15, 2013. Limit one entry per person. Duplicate entries will be voided.
3. **Selection of Winner and Odds of Winning:** One winner will be selected by random drawing held after March 15, 2013. Odds of winning depend on total number of qualified entries received. Winner will be notified no later than March 20, 2013 by email and/or by telephone (at Boston Magazine’s discretion). An alternate winner will be selected at random if notification is returned as undeliverable, if Winner fails to return affidavit and release to Boston Magazine as set forth in Section 6.F., or if the Prize is unclaimed after the fourteenth (14<sup>th</sup>) day following the first attempted notification. If Sponsors are unable to notify either a winner or alternate winner as set forth herein, then Sponsors, at their sole discretion, may choose to end the Sweepstakes with no winner.
4. **Prize:** Qualified winner will receive the following prize package (“Prize”), the estimated value of which is \$20,000.00 (twenty thousand dollars and 00/100):
  - a. One gift certificate for \$4,000 (four thousand dollars) to Circle Furniture;
  - b. One gift certificate for \$4,000 (four thousand dollars) to Designer Bath and Salem Plumbing;
  - c. One gift certificate for \$4,000 (four thousand dollars) to Lucia Lighting;
  - d. One gift certificate for \$4,000 (four thousand dollars) to Tile by Design; and
  - e. One gift certificate for \$4,000 (four thousand dollars) to Landry and Acari.

Prize is subject to availability and gift certificate expiration dates. Boston Magazine reserves the right to substitute the Prize or portions thereof if Prize (or portions thereof) cannot be awarded as described. Sponsors will determine all elements of Prize in their sole discretion. Details of the Prize may change, based on availability. Prize may not be assigned, transferred, changed, or redeemed for cash, except at Sponsors' discretion. Prize is awarded "as is" with no warranty or guarantee, express or implied.

Sponsors disclaim all and any liability for the actual provision, quality, or nature of any third party product or service accepted by the winners. Sponsors are not liable for injuries, losses, or damages of any kind arising from participation in this Sweepstakes and use of the Prize.

The awarding of any Prize is contingent on full compliance with these Official Rules. Entrants agree that if a Winner fails to provide proof of identity, fails to return the required affidavit and release, is found to have violated the Official Rules, or otherwise does not meet eligibility criteria, the Winner will forfeit his/her Prize and the Prize will be awarded to an alternate winner.

Sponsors are not responsible for any typographical or other errors in the printing of the offer, administration of the contest, or in the announcement of the Prize. Winners are responsible for all taxes, gratuities, and fees associated with receiving and using the Prize. Any portion of the Prize not used will be forfeited.

## **6. Conditions of Entry:**

A. Sweepstakes entrants agree to abide by these Official Rules and the decisions of Sponsors, which are final and binding on all matters pertaining to this Sweepstakes.

B. Except where prohibited by law, entry constitutes permission to use the Winner's entry, name, hometown, voice, likeness, photograph, and any statements regarding the Sweepstakes for editorial, public relations, promotional, and advertising purposes without compensation to the Winner.

C. Sponsors reserve the right, in their sole discretion, to reject, disqualify, modify, edit and revise any entries, to verify any element of any entry or related materials, and to disqualify any entrant whose participation may subject the Sweepstakes, Sponsors, or Sponsors' advertisers, clients, or customers to controversy, negative publicity, scorn, and/or ridicule.

D. Sponsors assume no responsibility for lost, misdirected, damaged, incomplete, incorrect, altered, or illegible entries.

E. Sponsors are not responsible for, and will not be liable for, any problems connected with the Internet portion of the Contest, including (i) technical failures of any kind, including but not limited to the malfunctioning of any cable, computer, network, satellite, server, system, telephone line, or electronic or internet hardware or software; (ii) any telephone, service provider, internet, website, or usenet inaccessibility or unavailability; (iii) unauthorized

human intervention in any part of the entry process or the Contest; (iv) typographical or other errors in the offer or administration of the Contest, including but not limited to, errors in the advertising, official rules, selection of winners, and distribution of prizes; and (v) garbled or jumbled transmissions, or other electronic errors in the processing of entries or administration of the Contest. Sponsors reserve the right, in their sole discretion, to suspend or cancel the contest at any time if a computer virus, bug, worm, or other technical problem interferes with the administration, security, integrity, or proper play of the contest. In the event of cancellation, Sponsors reserve the right to award the prize to eligible entries received prior to the date of cancellation. Sponsors reserve the right, in their sole discretion, to disqualify any person tampering with the entry process, the operation of the website or otherwise in violation of the rules.

F. Winner must sign an affidavit of eligibility and release form, and return these documents to Boston Magazine so that Boston Magazine receives them no later than five (5) days after their delivery to Winner. Failure to comply will result in the forfeiture of all rights to the Prize.

**7. Privacy/Publicity/Eligibility Releases:**

By entering and providing the required entry information, Entrants acknowledge that the Sponsors may send Entrants information, samples, special offers, or other complementary goods offered by Sponsors or other companies Sponsors may carefully select. ENTRANT MAY OPT-OUT OF RECEIVING ANY SUCH INFORMATION, SAMPLES, OR OTHER SPECIAL OFFERS FROM SPONSORS AT ANY TIME. OPTING-OUT WILL NOT AFFECT ENTRANT'S ODDS OF WINNING.

Entrants agree that Sponsors have the right to combine any of the materials supplied by Entrants pursuant to the Sweepstakes with such other material as Sponsors in their sole discretion shall determine, and further agree that Entrants have no right of approval, claim to compensation or benefits claim, including without limitation, claims based upon invasion of privacy, defamation, or right of publicity arising out of any use of names or biographical and/or corporate information.

**8. Other Releases from Liability:**

By entering this sweepstakes, Entrants release Sponsors and their parents, subsidiaries, affiliates, agents, shareholders, officers, and employees from any liability arising from or relating to participation in this Sweepstakes, including but not limited to, any and all claims, injury, damages, expenses, demands or liabilities arising out of, whether directly or indirectly, in whole or in part, or in connection with the participation of the entrant in this Sweepstakes and/or the use or misuse of the Prize, or participation in any Sweepstakes-related activity.

**9. Dispute Resolution:**

Except where prohibited, by participating in the sweepstakes, entrants agree that: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participants and Sponsors and their agents shall be governed by and construed exclusively in accordance with the laws of the Commonwealth of Massachusetts without giving effect to any principles of conflicts of law of any jurisdiction. Entrant agrees that any action at law or in equity arising out of or relating to this Sweepstakes, or awarding of the prizes, shall be filed only in the state or federal courts located in the Commonwealth of Massachusetts and entrant hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action. Except where prohibited, by participating in this Sweepstakes, entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, or awarding of the prizes, shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Sweepstakes but in no event attorneys' fees; and (c) under no circumstances will any entrant be permitted to obtain awards for, and hereby waives all rights to claim, punitive, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.