

Official Rules for the 2 Giveaways in Celebration of Restaurant Week 2019 via Entry Form on the Website & Social Media:

- No Purchase is necessary. A purchase does not increase your chances of winning the giveaway.
- Eligibility: This giveaway is only open to those who adhere to the method of entry via On Havana Street's website entry form, Facebook and Instagram pages and who are 18+ years of age as of the entry date. The gift card giveaways are only open to legal residents of the state of Colorado and is void where prohibited by law.
- Agreement to rules: By participating, the contestant ("You") agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of On Havana Street – Havana Business Improvement District as final and binding as it relates to the content of this giveaway
- Giveaway Period: Entries will be accepted starting on Monday, April 1st, 2019 and ending on Wednesday, May 8th, 2019 & the two lucky winners will be announced accordingly via the website's Restaurant Week event listing and social media posts.
- How to enter: The two giveaways must be entered by the following instructions set forth on the On Havana Street – Havana Business Improvement District's website, social media pages, Facebook, &/or Instagram. The entry must fulfill all giveaway requirements, as specified, including the ability to meet On Havana Street to receive the giveaway \$500 VISA gift card or the \$500 value of assorted gift cards from On Havana Street restaurants before May 31st, 2019 MT, to claim the gift card giveaway, to be eligible to win the prize/giveaway. Entries that are incomplete to do not adhere to the rules or specifications may be disqualified at the sole discretion of On Havana Street – Havana Business Improvement District. You must provide the information requested. **You may not enter more times indicated by using multiple email addresses, identities, or devices to circumvent the rules. If You use fraudulent methods or otherwise attempt to circumvent the rules, your admission may be removed from eligibility with sole discretion from On Havana Street – Havana Business Improvement District.**
- The winner of the giveaway (the "Winner") will receive a VISA gift card with a \$500 in value. The second winner will receive an assortment of gift cards from On Havana Street restaurants valued at \$500. There will be two winners randomly selected. No cash or other prize substitutions shall be permitted except for the discretion of On Havana Street – Havana Business Improvement District. The prize is non-transferable. Any and all prize-related expenses, including without limitation any and all federal, state, and or local taxes, shall be the sole responsibility of the winner. No substitution of the giveaway/prize or transfer/assignment of prize to others or request for cash equivalent by winner is permitted. Acceptance of prize constitutes On Havana Street to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law. Odds: The odds of winning depend on the number of eligible entries received. Winner Selection and Notification: The Winner will be selected by random drawing under the supervision of On Havana Street. Winner will be notified by private message on social media and email for entry forms entered on the website immediately following selection of winner. On Havana Street shall have no liability for winner's failure to receive notices due to spam, junk email or other security settings or for winner's provision of incorrect or otherwise non-functioning contact information. If winner cannot be contacted, is ineligible, fails to claim the prize, within 24 hours from the time the notification was sent, or is unable to fulfill the required commitment of meeting On Havana Street to claim the giveaway before May 31st, 2019, the prize may be forfeited and an alternate winner will be selected. **ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT ON HAVANA STREET'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE GIVEAWAY, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.**
- Terms and Conditions: On Havana Street reserves the right, in its sole discretion, to cancel, terminate, modify or suspend, the giveaway should a virus, bug, non-authorized human intervention, fraud, or other cause beyond On Havana Street's control, corrupt or affect the administration, security, fairness, or

proper conduct of the giveaway. In such case, On Havana Street may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by On Havana Street. On Havana Street reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the giveaway or website or violates these Terms & Conditions. On Havana Street has the right, in its sole discretion, to maintain the integrity of the giveaway, to void votes for any reason, including, but not limited to: multiple entries from same user from different IP addresses; multiple entries from the same computer in excess of that allowed by giveaway's rules; or use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the giveaway may be violation of criminal and civil laws. Should such an attempt be made, On Havana Street reserves the right to seek damages to the fullest extent permitted by law. Limitation of Liability: By entering You agree to release and hold harmless On Havana Street and its subsidiaries, affiliates, advertising and promotion agencies, partners, investors, stakeholders, representative, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim or damage may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the giveaway and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or internet service; (iv) unauthorized human intervention in any part of the entry process or the giveaway; (v) electronic or human error in the administration of the giveaway or the processing of entries. Disputes: This giveaway is governed by laws of US and CO, without respect to conflict of law doctrines. As a condition of participating in this giveaway, the participant agrees that any and all disputes that cannot be resolved between the parties, giveaway and causes of action arising out of or connected with this giveaway, shall be resolved individually, without any resort to any form or class action, exclusively before a court located in Colorado having jurisdiction. Further, in any such dispute, under no circumstance shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney fees, other than participant's actual out of pocket expenses (i.e. costs associated with entering this giveaway). Participant waives all rights to have damages multiplied or increased. Instagram and Facebook: This giveaway is hosted and sponsored by the Havana Business Improvement District. This giveaway is no way sponsored, endorsed, administered by, or associated with Facebook and/or Instagram. Both giveaways were purchased by the Havana Business Improvement District from On Havana Street businesses in support of the stakeholders and businesses in the business district.