

Scavenger Hunt *rules*

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT INCREASE CHANCES OF WINNING. THIS CONTEST IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY.

This Contest is open only to individuals who are legal residents of the 50 United States or the District of Columbia, who are at least 18 years of age or older, and who reside within the Hudson Valley, all at the time of entry. If you are not a legal resident of the United States, not located in the Hudson Valley, or you are not the required age as of time of entry, you are not eligible to participate in this Contest or to win a prize. Chamber staff and Scavenger Hunt committee members, and members of the immediate family of any such persons are not eligible to participate or win. The term “immediate family” includes spouses, siblings, parents, children, grandparents, and grandchildren, whether as “in-laws,” or by current or past marriage(s), remarriage(s), adoption, co-habitation or other family extension, and any other persons residing at the same household whether or not related.

Odds of becoming a potential winner depend on the number of eligible entries received.

Dutchess County Regional Chamber of Commerce and its subsidiaries, (collectively, the “Company”) will conduct the Contest substantially as described in these official Contest rules. “Contest Entities” shall be collectively be referred to herein to mean any party or entity associated in any way with the Contest, including but not limited to Company, Sponsor, the Contest’ sponsoring organizations, any third party prize provider(s) and/or prize fulfillment service, and each of the foregoing’s respective parents, subsidiaries, affiliates, officers, directors, and each of their employees, talent, artists, volunteers, agents, shareholders, and contractors.

By participating, each entrant (and if eligible minors, their parents/legal guardians) agrees as follows:

The Contest is administered by the Company and any questions, comments or complaints regarding the Contest must be directed to the Company.

DESCRIPTION OF CONTEST/PARTICIPATION.

1. Dates of Contest: Contest will begin on July 1, 2023 at 8 AM and end on July 23, 2023 at 8 PM (“Contest Period”).

Entry Method: Online

Entries are subject to any applicable restrictions or requirements listed herein. The Company is not responsible for entries not received due to difficulty accessing the internet, service outage or

delays, computer difficulties and other technological problems. The Released Parties (as defined below) are not responsible for lost, late, undeliverable, illegible, damaged, stolen, garbled, delayed, misdirected, mutilated, or incomplete entries or communications, regardless of cause. Multiple entrants are not permitted to share the same email address. Should multiple users of the same e-mail account or mobile phone number, as applicable, enter the Contest and a dispute thereafter arise regarding the identity of the entrant, the authorized account holder of said e-mail account or mobile phone account at the time of entry will be considered the entrant. "Authorized account holder" is defined as the natural person who is assigned an e-mail address or mobile phone number by an Internet access provider, on-line service provider, telephone service provider or other organization which is responsible for assigning e-mail addresses, phone numbers or the domain associated with the submitted e-mail address. Proof of submission of an entry shall not be deemed proof of submission or receipt by the Company for online entries. When applicable, the Company's computer will be deemed the official time keeping device for the Contest. Entries will be disqualified if found to be incomplete and/or if prohibited multiple entries are determined. Incomplete or entries in excess of the above stated limit will be declared ineligible. All entries become the property of Company and will not be receipt acknowledged or returned. Company's decisions as to the administration and operation of the Contest and the selection of potential winners are final and binding in all matters related to the Contest.

2. RANDOM DRAWING/WINNER SELECTION: On or about Friday, July 28, 2023, the Company will randomly select one (1) Contest grand prize winner(s) and other prize winners from among all eligible entries collectively received during the Contest Period. Odds of winning a prize depend on the number of eligible entries received.

By participating, you agree (a) to be bound by these Official Rules; (b) as between you and the Company, that the decisions of the Company is final on all matters relating to the Contest; (c) you are not participating on behalf of any employer or third party; (d) in the event that you do not comply with these rules, that you will be disqualified and your prize (if any) will be forfeited; and (e) (when applicable) the potential winner and/or finalist must be available to participate in any portion to the Contest that participation may be required to be considered eligible.

Potential winner(s) is subject to verification, including verification of eligibility. If an entrant is unable to verify his/her information, the entrant will automatically be disqualified and their prize, if any, will be forfeited. **The Company reserves at its sole discretion the right to not award the prize or to determine an alternate winner or finalist (if applicable) in accordance with the official rules in the event that any winner or finalist has been disqualified, cannot be contacted, or is deemed ineligible for any reason, or is not available to participate in any applicable Contest events.**

The potential winner will be notified by phone at the phone number provided during registration. The Company is not responsible for any change of email address, mailing address, and/or telephone number of entrants. The Company is not obligated to, and will not, leave a voice mail, answering machine or other message. The Contest Entities are not responsible for and shall not be liable for late, misdirected or unsuccessful efforts to notify a finalist and/or potential winners, or (if the finalist or potential winner is a minor) for late, misdirected, or unsuccessful efforts of the entrant to provide signed parental or guardian consent. If the potential winner does not claim

the prize within the appropriate time given upon, the entrant will automatically be disqualified and their prize will be forfeited.

As a condition of participating in the Contest, entrants agree and acknowledge that in order to receive a prize and be deemed a winner, entrants must sign an official waiver form provided by the Company and agree to the terms herein, including but not limited to the prize conditions. If eligible entrants include minors, a parent or guardian of such eligible minor must sign a release on behalf of the minor to be eligible to receive a prize, but the Company reserves the right to refuse to award a prize to or on behalf of any minor. The potential prize winner and, if a potential prize winner who is an eligible minor in his/her state of residence, the potential prize winner's parent or guardian, may (in Company's sole discretion) be required to sign and return a declaration of eligibility and any other form necessary to verify eligibility, unless otherwise stated herein or at the time of notification. The potential prize winner's failure to return all required forms within this time period may result in the potential winner being disqualified and an alternate winner may be randomly selected from among all remaining eligible entries, as determined by Sponsor in its sole and discretion.

3. PRIZE(S): The prize is subject to certain terms and conditions as specified herein. A prize may not be sold, traded, or commissioned, and is not exchangeable, transferable, substitutable, or redeemable for cash except in Company's sole discretion. Prize details and availability are subject to change. Company is not the supplier or guarantor of any prize, unless otherwise specified. Prizing may be fulfilled by a third party fulfillment company. The prize will only be awarded if properly claimed according to the Rules. All costs and expenses related to the prize acceptance, the prize, and/or prize use not specified herein as being provided are the sole responsibility of winner(s).

4. TAMPERING AND DELIVERY DISCLAIMER: (a) The Company, in its sole discretion, reserves the right to disqualify and prohibit from participating (and void such person's entries) any person, who the Company determines (in its sole discretion) is or is attempting to: (i) tamper with the Company's website and/or any part of the Contest; (ii) undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices, (iii) or intending to annoy, abuse, threaten or harass any other entrants, the Company, or the Released Parties or exhibits other unsportsmanlike behavior; and/or (iv) otherwise violate these Official Rules or the Terms of Use of the Company's Website. (b) ANY ATTEMPT TO DELIBERATELY DAMAGE, CIRCUMVENT, OR DISRUPT THE COMPANY'S WEBSITE (OR ANY PART THEREOF) OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD ANY SUCH ATTEMPT BE MADE, THE COMPANY AND ITS LICENSEES (IF ANY) RESERVE THE RIGHT TO SEEK DAMAGES AND ANY OTHER AVAILABLE REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR ANY SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. EACH ENTRANT (OR, IF THE ENTRANT IS NOT OF AGE OF MAJORITY IN HIS/HER STATE OF RESIDENCE, THE LEGAL GUARDIANS THEREOF) AGREES TO INDEMNIFY AND HOLD HARMLESS THE COMPANY AND ITS AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES AND/OR LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) THAT MAY BE ASSERTED AGAINST OR INCURRED BY ANY OF THEM

AT ANY TIME, IN CONNECTION WITH THE USE THEREOF, AND/OR BY ENTRANT'S BREACHES OF ANY REPRESENTATION, WARRANTY OR COVENANTS ASSOCIATED WITH THIS CONTEST. The use of any automated device, automated launching or entry software or any other mechanical or electronic means that permits the entrant to automatically enter or evaluate repeatedly is prohibited. The Company disclaims all liability for any delays, misdelivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method.

The Company, its employees and agents, the Contest Entities, prize provider(s), sponsor(s), any applicable third party fulfillment service and each of their respective employees and agents (collectively, the "Released Parties") are not responsible for: (1) mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the Contest; (2) any injury or damage to entrant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in the Contest; (3) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (4) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (5) unauthorized human intervention in any part of the entry process or operation of the Contest; or (5) technical or human error which may occur in the administration of the Contest or the processing of entries.

The Company further reserves the right to: (i) cancel, terminate, suspend, declare null or void, amend, alter, or modify the Contest, void any suspicious entries, rescind any prize, and/or determine absolute resolution, and/or an alternate method of conducting the Contest and/or awarding the prize(s) at any time, for any reason, or if, in the sole discretion of the Company, it is impossible or impractical to complete or conduct the Contest as planned for any reason, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures of any sort, programming associated with or used in the Contest, by any human error which may occur in the execution of this Contest, or any other causes which effect the operation of the Contest or the rules of the integrity of the Contest have been violated or compromised in any way, intentionally or unintentionally by any person whether or not a entrant in the Contest and/or (ii) stop or conclude the Contest at any time without prior notice. Material changes to the Contest rules will be broadcast on-air, when practical. In the event of termination of the Contest by Company, Company reserves the right to award any prize(s) in a manner deemed fair and equitable by Company.

5. PUBLICITY; USE OF PERSONAL INFORMATION: The Company will retain the entrant's personal data for a reasonable period of time to enable it to send that entrant any prize that they have won and to verify that these rules have been complied with, and for accounting purposes. This data may be passed to a third party to enable such third party to fulfill any necessary requirements relating to the award of a prize. By participating, where allowed by law, all winner(s) grant the Company permission to use their names, characters, photographs, voices, Content, and likenesses world-wide, in perpetuity, in any and all media now known or

hereinafter invented in any and all marketing and promotional materials and waive any claims to royalty, right, or remuneration for such use. Winner(s) further agrees that his/her name may be included in a publicly available winners' list. On occasion entrant may have the opportunity to opt-in with carefully selected third parties such as the promotional partners, who may offer you products and services of interest with your expressed consent.

6. RELEASES, CONDITIONS, AND LIMITATIONS OF LIABILITY: By participating in the Contest, each entrant agrees (and agrees to confirm in writing) to release and waive any and all claims of liability against the Released Parties from and against from any and all liability, loss or damage (including personal injury) incurred with respect to the conduct of or participation in the Contest, or the awarding, shipping/handling, receipt, possession, and/or use or misuse of any prize, including any travel related thereto.

The Dutchess County Regional Chamber of Commerce and The Chamber Foundation, Inc. are not responsible for any accidents or injuries caused by someone participating in this event and/or due to the conditions at participating locations. Participants visiting Scavenger Hunt locations do so at their own risk and the Dutchess County Regional Chamber of Commerce and The Chamber Foundation do not take responsibility for deficiencies, deterioration or any issues that may be present at participating locations. By agreeing to participate in the activities, you agree to hold the Dutchess County Regional Chamber of Commerce and The Chamber Foundation harmless from any liability.

By accepting the prize, winner(s) hereby agrees that: (i) to release the Company, the Contest Entities, and, when applicable, the Contest' sponsor(s), prize provider(s), third party fulfillment service, and each of their respective parent companies and affiliates, officers, directors, employees, agents, and licensees from any and all claims in connection with the Contest and the award or use of the prizes; and (ii) where allowed by law, sign a publicity release confirming consent to use the winner's name/likeness as set forth in Section 5 prior to acceptance of the prize. The Released Parties are not responsible or liable to any entrant or winner or any person claiming through such entrant or winner for failure to supply the prize or any part thereof, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, volcanic eruption, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond the Contest Entities' sole control. Upon awarding the prize, the Company will have no further obligation to winner.

7. TAXES: Any valuation of the prize(s) stated above is based on available information provided to the Company, and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Each winner is solely responsible for reporting and paying any and all applicable federal, state, and local taxes, related fees, other costs or expenses related to prize acceptance and use not specified herein, regardless of whether such prize is used in whole or in part. Each winner must provide the Company with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Any person

winning over \$600 in prizes from the Company will receive an IRS form 1099 at the end of the calendar year and a copy of such form will be filed with the IRS.

8. CONDUCT AND DECISIONS: All decisions of the Company will be final and binding on all matters relating to this Contest. Persons who violate any rule, gain unfair advantage in participating in the Contest, or obtain winner status using fraudulent means will be disqualified. The Company will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Contest and the Company's decisions concerning such disputes shall be final. If, for any reason, more bona fide winners come forward seeking to claim the Prize, an alternate potential winner may be selected in a random drawing from among all persons making purportedly valid claims for the Prize. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Any reference in these Official Rules or as part of the Contest to the Company's "discretion" and/or any exercise of discretion by the Company's "sole and unfettered discretion." The Company further reserves the right to: (i) terminate or declare any Contest null and void and rescind any prize, if in its sole judgment, the rules or the integrity of the Contest have been violated or compromised in any way, intentionally or unintentionally by any person whether or not a entrant in the Contest; (ii) alter or amend these Contest rules at any time; and/or (iii) stop or conclude the Contest at any time without prior notice. Material changes to the Contest rules will be broadcast, when practical. The Company's failure to enforce any term of these Official Rules shall not constitute a waiver of this provision. If due to circumstances beyond the control of the Company, any segment of the Contest is delayed, rescheduled, postponed or cancelled, the Company reserves the right, but not the obligation, to modify, suspend or cancel the Contest and shall not be required to award a substitute prize.

9. BINDING ARBITRATION: Any controversy or claim arising out of or relating to the Company Contest shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS CONTEST IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.

10. MISCELLANEOUS: Company reserves the right to determine eligibility should special circumstances arise, all decisions are considered final and binding. These rules are designed to be fair and equal to all entrants. The Company disclaims any responsibility to notify entrants of any aspect related to the conduct of the Contest. For a copy of the rules, or where required by law, a list of winners, visit the Company's website. As a condition of participating in the Contest,

entrants agree (and agree to confirm in writing) that: (a) under no circumstances will entrant be permitted to obtain costs, judgments, or awards for, and entrant hereby knowingly and expressly waives all rights to claim or seek punitive, incidental, consequential, special, or any other damages, other than for actual, third-party out-of-pocket expenses, and in such limitation, entrant further waives any rights to have damages multiplied or otherwise increased; (b) any and all disputes, claims, or causes of action arising out of or connected with this Contest, or any prize awarded, shall be resolved individually, through binding arbitration as set forth above, without resort to any form of class action; and (c) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred (if any), excluding attorneys' fees and court costs. Some jurisdictions do not allow the limitations or exclusion of liability, so the above may not apply to every entrant. Participation in the Contest constitutes entrant's full and unconditional agreement to, and acceptance of these Official Rules. Winning a prize is contingent upon entrant's fulfillment of all requirements set forth herein.

11. COMPLIANCE WITH LAW AND GOVERNING LAW: The conduct of the Contest, and its Terms and Official Rules, are governed by the applicable laws of the United States of America, which take precedence over any rule to the contrary herein. The Company shall follow the applicable laws for conducting Contest, including notice to the state attorney general or consumer affairs office, posting of a prize bond, furnishing lists of winners, running specific on-air disclaimers, providing specific written information about the Contest, etc. as required by applicable local and state law. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Official Rules, or the rights and obligations of entrant and Company in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of New York, U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Section 10 of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of New York.