1. **Eligibility:** Employees of the Amherst Business Improvement District (“Amherst BID”), its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the “Employees”), and immediate family members and/or those living in the same household of Employees are not eligible to win. The Campaign is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

2. **Agreement to Rules:** By participating, the Contestant (“You”) agrees 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 [your company name] as final and binding as it relates to the content of this Campaign.
3. Campaign Period: The Campaign will start on July 29th, 2024 6:00 am EST and end August 23rd, 12:00 pm EST. Posts will be entered into a weekly drawing which will take place weekly on Fridays at 12:00pm beginning August 2nd. The final drawing will be August 23rd, 2024. Drink posts must be posted from July 29th - August 1st. The winner for the drink posts will be selected on August 2nd at 12:00 PM EST. Food posts must be posted from August 5th - August 8th. The winner for the food posts will be selected on August 9th at 12:00 PM EST. Retail posts must be posted from August 12th - August 15th. The winner for the retail posts will be selected on August 16th at 12:00 PM EST. Arts and cultural experience posts must be posted from August 19th - August 22nd. The winner for the food posts will be selected on August 23rd at 12:00 PM EST. The winner for the $150 gift card will be selected on August 23rd at 12:00 PM EST, and must participate in all 4 weeks of the campaign to be eligible.

4. How to Enter: The entry must fulfill all Campaign requirements, as specified, to be eligible to win a prize. To enter, take a picture of your rubber duck enjoying a meal, drink, store, or experience at a downtown Amherst location (see below for qualifying participants), and post to Instagram. Posts must include a rubber duck next to a clear image of the highlighted experience, the name of the business, and be tagged as follows: @amherstdowntown and the respective business Instagram handle. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of the Amherst BID. Multiple posts are allowed and encouraged.

5. Prizes: The Winner of the weekly drawing will receive a $50 gift certificate to a downtown Amherst business of choice from the list below. The winner of the $150 gift card at the end of the campaign shall follow the same rules. No cash or other prize substitution shall be permitted except at the Amherst BID’s discretion. 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 Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for the Amherst BID to use Winner’s post for purposes of advertising and trade without further compensation unless prohibited by law.

6. Odds: The odds of winning depend on the number of eligible entries received.

7. Winner Selection and Notification: Winner will be selected at random under the supervision of the Amherst BID. Winners of the weekly draw will be notified via direct message on Instagram within two (2) days following selection of Winner. The Amherst BID 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 seven (7) days from the time award notification was sent, the prize may be forfeited and an alternate Winner selected. Receipt by Winner of the prize offered in this Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations. Any violation of these official rules by the winner (at The Amherst BID’s sole discretion) will result in Winner’s disqualification as winner of the campaign and all privileges as winner will be immediately terminated.
8. Rights Granted by You: By posting the above content (e.g., photo, video, text, etc.), You understand and agree that the Amherst BID, anyone acting on behalf of the Amherst BID, and the Amherst BID’s licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes. without any further compensation, notice, review, or consent. Optional verbiage for Contests: By entering this content, You represent and warrant that your entry is an original work of authorship, and does not violate any third party’s proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, You will be disqualified at the sole discretion of [your company name]. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless [your company name] from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which [your company name] may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party’s right.

9. Terms & Conditions: The Amherst BID reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond the Amherst BID’s control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such a case, the Amherst BID may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by the Amherst BID. The Amherst BID 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 Campaign or website or violates these Terms & Conditions. The Amherst BID has the right, in its sole discretion, to maintain the integrity of the Campaign, to void votes for any reason, including, but not limited to: the 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 Campaign may be a violation of criminal and civil laws. Should such an attempt be made, the Amherst BID reserves the right to seek damages to the fullest extent permitted by law.

10. Limitation of Liability: By entering, You agree to release and hold harmless the Amherst BID and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Campaign 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 Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.
11. **Disputes:** This campaign is governed by the laws of the United States of America and the Commonwealth of Massachusetts, without respect to conflict of law doctrines. As a condition of participating in this Campaign, participant agrees that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in [your state/province] having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney’s fees, other than participant’s actual out-of-pocket expenses (i.e. costs associated with entering this Campaign). Participant further waives all rights to have damages multiplied or increased.

13. **Sponsor:** The Sponsor of the Campaign is the Amherst BID, 35 South Pleasant Street, Amherst, MA 01002 USA.

14. **Instagram:** The Campaign hosted by the Amherst BID is in no way sponsored, endorsed, administered by, or associated with either Instagram or Facebook or their affiliated companies.
List of Eligible Businesses

Retail
Amethyst Gems
Art of Intimates
Aster + Pine Market
Clay's
Fretted Instruments
J Austin Antiques & Jewelry
Julie Nolan Jewelry
Knowles Flower Shop
Laughing Dog Bicycles
Mary Moore Design
Mass Vintage
Mystery Train Records
Richard's Coin Exchange
Stamell Stringed Instruments
The Toy Box
Zanna
Amherst Books
Off the Common Books
Restless Books

Food/Drink
30 Boltwood
Amherst Coffee
Antonio's Pizza
Arigato
The Archives
Bistro 63
The Black Sheep
Bruegger's Bagels
Bruno's Pizza and Subs
Bueno y Sano
Coronation Cafe
Crazy Noodles
DP Dough
Formosa
Fresh Side Eatery
Garcia's Mexican Restaurant
GoBerry & Cream
The Humble Peach
Insomnia Cookies
IYA Sushi and Noodle
Johnny's Tavern
Kwench Juice Cafe
Lao Hu Tong
La Veracruzana
Lili's
LimeRed Teahouse
Miss Saigon
Möge Tee
Momo Tibetan
Oriental Flavor
Osteria Vespa
Panda East
Paradise of India
Pasta E Basta
Pita Pockets
Primo Too Pizzeria
Protocol
Royal Chicken And Kebab
Share Coffee
Taqueria del Pueblo
Ten One Tea House
The Taste Thai Cuisine
Taqueria del Pueblo
White Lion Brewing
The Works Cafe

Arts/Culture

Amherst Cinema
Amherst History Museum
Beneski Museum of Natural History
The Center Dance Studio
The Drake: Live Performance and Music Venue
Emily Dickinson Museum
Gallery A3
Jones Library: Special Collections & Burnett Gallery
Mead Art Museum
Participating Businesses Valid for Gift Card Use

30 Boltwood
Amherst Books
Amherst Copy & Designworks
Amherst Dog Wash
Art of Intimates
Collective Copies
Cowls Building Supply
Crazy Noodles
Cushman Market and Cafe
El Comalito
Elements Hot Tub & Spa
Flayvors of Cook Farm
Global Cuts International World of Barber Styling
IYA Sushi and Noodle Kitchen
Johnny’s Roadside Diner
Johnny’s Tavern
Kwench Juice Cafe
Mosquito Joe
Osteria Vespa
Pasta E Basta
Provisions
Sport Clips Haircuts
The Closet
The Eric Carle Museum of Picture Book Art
The Lift Salon
The Mill District General Store
The Toy Box
The Works Cafe
Wagging Tails Pet Resort
Zanna
Duck, duck, hooray for downtown Amherst!