

# BATEAUX NEW YORK®

## THE "BATEAUX WIN A DINNER PARTY FOR SIX, FALL 2010" OFFICIAL RULES AND REGULATIONS

**NO PURCHASE NECESSARY TO ENTER OR WIN.** Participation constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules. The "Bateaux Win a Dinner Party for Six, Fall 2010" ("Sweepstakes") begins at 12 am Eastern Time on August 1, 2010 and ends at 11:59 p.m. Eastern Time on December 31, 2010. The sponsor of this promotion is Entertainment Cruises, Inc. ("Sponsor").

**ELIGIBILITY:** The Sweepstakes is open to all legal residents of the 50 United States and DC, who are at least 21 years old, have Internet access and an email address, all four as of August 1, 2010. Employees, officers, and directors of Sponsor, and its affiliates, advertising, promotion, fulfillment agencies, related parties and immediate family members and those living in the same household as such individuals are not eligible to participate in the Sweepstakes. All federal, state and local laws apply. Void where prohibited.

**TO ENTER:** Please read all the following information fully. Limit of one entry per participant. Participants may only enter the Sweepstakes by providing a business card or by completing an entry form. Information you provide is subject to, Sponsor's Privacy Policy. You may also enter by sending either of the above to Entertainment Cruises, Inc., 401 E. Illinois St., Ste. 310, Chicago, IL 60611. Attention: Marketing Production Supervisor: Entry for "Bateaux Win a Dinner Party for Six, Fall 2010". By participating in the Sweepstakes, winners consent to the release of their personally identifiable information as part of the winner's list. Only one entry per individual is permitted. All entries become the property of the Sponsor, and will not be acknowledged. To be eligible, all mailed in entries must be received by December 31, 2010. Sponsor is not responsible for undeliverable, late, illegible, incomplete, or misdirected entries, or for mechanical errors, typographical errors, computer malfunctions, display viewing problems, faulty transmissions or network errors during the submission of your entry or the hosting of the Sweepstakes. Entries that are incomplete, defective, altered, forged or irregular in any way, or are otherwise not in full compliance with these Official Rules are void.

**PRIZES/Approximate Retail Value ("ARV"):** The (1) winner will receive vouchers for a free dinner party for six people on the Bateaux. All upgrades and beverage purchases will be the responsibility of the winner. The cruise can be booked on any available Sunday – Thursday dinner (excluding specialty cruises and holidays). The party must cruise no later than January 5, 2012. Cruise includes our standard times and menus. Approximate retail value is \$540. Only one prize per household. No alternative prize or other substitution is permitted except as described herein and as elected by Sponsor in its sole discretion in the event of prize unavailability. Other restrictions may apply. Prizes are nontransferable. All prizes will be awarded. All federal, state, and/or local taxes for the \$540 prize value are the sole responsibility of the winner.

**WINNER SELECTION:** The winner will be selected by Sponsor in a random drawing on or about January 5, 2011 from all eligible entries received. Odds of winning depend on the total number of eligible entries received. Potential prize winners will be notified within 15 days after the drawing, and may be required to execute and return an Affidavit of Eligibility and Liability/Publicity release within 14 days of the date notice is sent or such other date as set by Sponsor. Winners will be required to submit their Social Security Number of Tax Identification Number and shall receive a 1099 Tax Reporting Form evidencing the value of winnings. Failure to respond within the applicable time period will result in forfeiture of the prize and Sponsor shall have the option to award prize to an alternate winner. Prize notification will be emailed to the email address provided during registration. Sponsor is not responsible for late, lost, misdirected, or unsuccessful attempts to award the prizes. By accepting or using a prize, winners consent to the use of their names, voices, and likeness for promotional, advertising and publicity purposes in any and all media worldwide in perpetuity by the Sponsor without further compensation except where prohibited by law.

**CONDITIONS:** By entering, each participant agrees to be bound by these Official Rules and the decisions Sponsor, which shall be final. Sponsor, its agents, and representatives of Sponsor, their parent companies, affiliates, subsidiaries, advertising, promotion and fulfillment agencies, and legal advisors are not responsible for and shall not be liable for any failures or difficulties that may cause the Sweepstakes to become disrupted or corrupted, including: (i) telephone, electronic, hardware or software program, network, Internet or computer malfunctions, failures, or difficulties of any kind; (ii) failed, incomplete, garbled, or delayed computer transmissions; (iii) any condition caused by events beyond the control of the Sponsor; or (iv) any printing or typographical errors in any materials associated with the Sweepstakes. Sponsor reserves the right, in its sole discretion, to suspend or cancel the Sweepstakes at any time if a computer virus, bug, tampering, unauthorized intervention, or other technical problem of any sort corrupts the administration, security, or proper play of the Sweepstakes. Sponsor reserves the right to cancel the Sweepstakes or change any element thereof, with or without notice, at any time, due to printing errors, web site errors, transmission errors or other mistakes in the production of the Sweepstakes. Sponsor also reserves the right to disqualify, in its sole discretion, any person tampering with the entry process, the operation of the Website, or who is otherwise in violation of the rules. By participating in the Sweepstakes, each participant agrees to release and hold Sponsor and the employees, officers, directors, shareholders, agents, representatives of Sponsor, their parent companies, affiliates, subsidiaries, advertising, promotion, and fulfillment agencies and legal advisors, harmless from any and all losses, damages, rights, claims and actions of any kind in connection with the Sweepstakes or resulting from acceptance, possession, or use of any prize, including without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy. The sweepstakes is governed by the laws of the state of Illinois without regard to conflicts of laws principles and all entrants hereby submit to the jurisdiction and venue of the federal, state and local courts located in Chicago, Illinois for the resolution of all claims and disputes.

**WINNER NAMES:** The name of the winner will be posted on the Bateaux New York website. For a winner list (available after January 22, 2011) please send a self addressed stamped envelope by December 20, 2010 to: Bateaux New York, Inc., 401 E. Illinois St., Ste. 310, Chicago, IL 60611. Attention: Marketing Production Supervisor.