

NORTH RIVER LOBSTER COMPANY - 6 WEEK GIVEAWAY  
TERMS, CONDITIONS AND ADVISORIES:

- 1) This giveaway is only available to U.S. residents who are 18 years of age or older.
- 2) Beverages containing alcohol may only be purchased by persons 21 years of age or older.
- 3) Employees and directors of New York Cruise Lines, Inc. and their immediate families or those living in the same household of each are not eligible to enter.
- 4) This giveaway is subject to all applicable federal, state and local laws and regulations and is void where prohibited or restricted by law.
- 5) Entrants may enter the giveaway as many times as desired during the eligibility period.
- 6) NRLC will randomly select one winner per giveaway.
- 7) Entries will be deemed submitted by the authorized holder of the Instagram account from which it was sent.
- 8) This giveaway is neither sponsored, administered or associated with Instagram.
- 9) In no event shall Instagram or NRLC, or their parents, affiliates, subsidiaries, and related companies, or their respective officers, directors, employees, representatives, agents, contractors, successors and assigns (collectively, the "releasees") be responsible for any claims, actions, demands, losses, liabilities, damages, costs and expenses (including attorney fees) of any kind, including without limitation direct, indirect, incidental, consequential or punitive damages, whether foreseeable or not and whether based on negligence or otherwise, arising out of entrant's participation in the giveaway, the acceptance, possession, use, misuse, loss or misdirection of any prize, participation in any giveaway related activities or access to and use of any internet site, and participant agrees to release, defend, indemnify, discharge and hold harmless the releasees from any such claims, actions, demands, losses, liabilities, damages, costs and expenses, either at law or equity whether known or unknown, asserted or not asserted that may arise from or in any way relate to participant's participation in the giveaway, or the awarding, acceptance, use or misuse of any prize. Without limiting the foregoing, the giveaway and the prizes (and the products that the prizes are used to purchase) are provided "as-is" without any warranty or representation of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- 10) The giveaway will be governed and construed in accordance with the laws of the state of New York, without giving effect to any choice of law or conflict of laws rules of provisions. Except where prohibited by law, as a condition of participating in the giveaway, participants agree that (a) any and all disputes and causes of action arising out of or connected with the Giveaway shall be resolved without any form of class action, (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (c) no punitive, incidental, special, consequential or other damages, including without limitation lost profits may be awarded (collectively "Special Damages"), and (d) participants hereby waive all right to claim Special Damages and all rights to have such damages multiplied or increased.