

Official Rules for Eater's "New York Wine & Food Festival Ticket Giveaway" Sweepstakes

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

1. Eligibility: The Eater's "New York Wine & Food Festival Ticket Giveaway" Sweepstakes (the "Sweepstakes") is open to legal residents of the United States (excluding territories and possessions), who are at least eighteen (18) years of age or older (or in the case of legal residents of jurisdictions where the age of majority is greater than 18 years of age, such age of majority under the laws of the jurisdiction in which they reside at the time of entry) who have access to the Internet, a valid email address, and are members of the "Eater New York Substack" (located at <https://eaterny.substack.com/>) (the "Substack") (membership is free). Employees, independent contractors, interns, officers, directors, and agents of Sponsor (as defined below) and other companies associated with the Sweepstakes, as well as the immediate family members (spouse, parents, siblings, and children, and their respective spouses) and household members of any of the foregoing are not eligible to enter or win. **VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

2. Sponsor & Administrator: The Sweepstakes is sponsored and administered by VM Publishing, LLC 475 Fifth Avenue, New York, NY 10017 ("Sponsor").

3. Agreement to Official Rules: By entering the Sweepstakes, you represent and warrant that you meet the eligibility requirements set forth hereunder, and indicate your full and unconditional agreement to, and acceptance of, (a) these Official Rules and (b) Sponsor's decisions, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.

4. Entry Period: The Sweepstakes begins at 10:00 AM ET on October 6, 2026 and ends at 12:00 PM ET on October 13, 2026 (the "Entry Period"). All times Eastern Time ("ET") (US & Canada). Entries submitted before or after the Entry Period will not be eligible. Sweepstakes Platform's computer is the official time-keeping device for the Sweepstakes.

5. How to Enter: During the Entry Period, During the Entry Period, either (each, an "Entry"):

(i) leave a comment on the "Win a Pair of Tickets to New York Wine & Food Festival Worth Over \$400" giveaway post at <https://eaterny.substack.com/> answering the following question: "What's your favorite restaurant neighborhood, and why?" ("Entry Method 1"), or

(ii) email melissa.mccart@voxmedia.com and include in the email (a) that you would like to enter the "New York Wine & Food Festival Ticket Giveaway" Sweepstakes, (b) your name, (c) your date of birth, and (d) if using Entry Method 2 only, a screenshot or other method proving you have subscribed to the Substack (located at <https://eaterny.substack.com/>) ("Entry Method 2").

You will receive one (1) entry per submission using either Entry Method 1 or Entry Method 2. There is a limit of one (1) Entry per person during the Entry Period. You may not enter using both Entry Methods, and in such a case Sponsor will only use one (1) such Entry. Entries in excess of the allowable limit will not be acknowledged. Entries must fulfill all Sweepstakes requirements, as specified, to be eligible to win a prize. Entries that are not complete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Sponsor. You may not enter more times than indicated by using multiple e-mail addresses, identities, or devices in an attempt to circumvent the rules. If you use fraudulent methods or otherwise attempt to circumvent the rules your submission may be removed from eligibility at the sole discretion of Sponsor. The use of an agency

or any automated system to enter is strictly prohibited and Sponsor reserves the right to disqualify any entries received through such methods, as determined by Sponsor, in its sole discretion. If you access the Sweepstakes Website on your mobile device to participate in this Sweepstakes, your wireless service provider may charge you for applicable data charges. You should consult your wireless service provider regarding its pricing plans. Message and data rates may apply.

6. Drawing & Odds: After the Entry Period, Sponsor will conduct two (2) separate random drawings from eligible Entries received. The first drawing will select one (1) potential winner of the Oyster Bash Prize. The second drawing will select one (1) potential winner of the Grand Tasting Prize from the remaining eligible Entries, excluding the Entry selected in the first drawing. Each eligible Entry will be considered for both Prizes, subject to a limit of one (1) Prize per person.

7. Notification and Requirements of Potential Winner:

(i) Potential winner will be contacted by email to the email account provided in their Entry to the Sweepstakes within two (2) days of the drawing. Failure to respond to the initial verification notice email within twenty-four (24) hours after notification or return of verification notice email as undeliverable will result in disqualification; if a potential winner is disqualified, the Sponsor will select an alternate potential winner in his/her place at random from all remaining entries received. Only two (2) alternate potential winners will be contacted. Except where prohibited, a potential winner may be required to complete and return an affidavit of eligibility and liability/publicity release. Sponsor shall have no liability for a potential winner's failure to receive notices due to the potential winner's spam, junk e-mail or other security settings or for potential winner's provision of incorrect or otherwise non-functioning contact information.

(ii) At the sole discretion of the Sponsor, disqualification, forfeiture, and/or the selection of an alternate potential winner may result from any of the following: (a) potential winner's failure to respond to initial verification notification email; (b) the failure of notification due to deactivation of the potential winner's submitted email account prior to receipt of notification; (c) potential winner's failure to respond to Sponsor's comment and direction; (d) potential winner's account "privacy" is set so that the potential winner's email/updates/responses/comments may not be received or visible by Sponsor; (e) potential winner's failure to provide Sponsor with satisfactory proof of age, identity, and residency; (f) potential winner's failure to timely complete and return an affidavit of eligibility and liability/publicity release or other required declarations or releases; and (g) any other non-compliance with these Official Rules. In the event of a Prize (as defined below) forfeiture, the Sponsor may, in its sole discretion, award or not award the forfeited Prize to an alternate potential winner. Once a potential winner has completed all requirements in these Official Rules and been verified by Sponsor, they will be declared a winner ("Winner"). The receipt by Winner of the prize offered in this Sweepstakes is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

8. Prize(s): Two (2) prizes will be awarded to two (2) separate Winners, with each Winner receiving one (1) of the following prize packages (each, a "Prize"):

(a) Oyster Bash: Two (2) tickets for the Winner and one (1) guest to attend "Oyster Bash," hosted by Andrew Zimmern, at the New York Wine & Food Festival on October 17, 2026, from 11:00 a.m. to 1:30 p.m. ET, at Gitano NYC. The approximate retail value ("ARV") is \$215.00 per ticket and \$430.00 for this Prize.

(b) Grand Tasting: Two (2) tickets for the Winner and one (1) guest to attend "Grand Tasting," hosted by Ayesha Nurdjaja and Michael Symon, at the New York Wine & Food Festival on October 18, 2026, from 12:00 p.m. to 4:00 p.m. ET, at the Invesco QQQ Festival Campus, 89 South Street, New York, NY 10038. The ARV is \$230.00 per ticket and \$460.00 for this Prize.

Each ticketed event described above is referred to individually as an "Event." The total ARV of all Prizes is \$890.00.

A Winner is solely responsible for paying any and all Prize-related expenses, including without limitation any and all federal, state, and local taxes, for transportation, and any and all other costs and expenses not explicitly listed herein. Winner understands and agrees that Sponsor is only providing the tickets for access to the Event, and nothing else, including but not limited to transportation to the Event. Actual/appraised value may differ at time of Prize award. The specifics of the Prize shall be solely determined by the Sponsor, and any Prize details not specified above will be determined by Sponsor in its sole discretion. The Prize will be delivered to Winner to the email address used to enter the Sweepstakes. The Prize may be subject to additional terms and conditions. The Prize may not be transferred and must be accepted as awarded. No substitution of Prize or transfer/assignment of Prize to others or request for the cash equivalent by Winner is permitted; however, Sponsor reserves the right to substitute the Prize with another prize of equal or greater value or with a cash prize if the Prize is not available for any reason, as determined by Sponsor in its sole discretion.

Acceptance of Prize constitutes permission for Sponsor to use winner's name, likeness, and Entry for purposes of advertising and trade without further compensation, unless prohibited by law, as further detailed in these Official Rules.

9. Sweepstakes Association. The names of companies, products, and logos have been used for identification purposes only and may be the copyrighted properties and trademarks of their respective owners. The mention of any company, or the inclusion of a product or service as a prize, does not imply any association with or endorsement by such company or the manufacturer or distributor of such product or service and, except as otherwise indicated, no association or endorsement is intended or should be inferred.

10. Force Majeure. In the event Sponsor is prevented from awarding the Prize, continuing the Sweepstakes, or the Sweepstakes is not capable of running as planned, due to causes beyond its control (including but not limited to, fire, epidemics, pandemics, outbreaks, the actions, restrictions, regulations, or decrees of any governmental body (including, but not limited to, any federal, state, or local governmental or administrative body) (collectively, "Governmental Bodies"), travel restrictions being implemented by Governmental Bodies or the World Health Organization, curtailment or interruption of transportation facilities, weather, labor dispute, strike, war, insurrection, terrorism, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, explosions, acts of God, or that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, or other similar or dissimilar event or circumstance (each a "Force Majeure Event"), Sponsor reserves the, and has the, right, in its sole discretion, to terminate, modify, extend, or suspend the Sweepstakes, including but not limited to awarding the Prize at random from among the eligible entries received up to the time of the Force Majeure Event, terminate the Sweepstakes without awarding any Prize, or suspend the Sweepstakes during the Force Majeure Event and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules.

11. General Conditions: In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but not limited to non-authorized human intervention, fraud, virus, or other technical problem, Sponsor may, in its sole discretion, either: (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; (b) award the Prize at random from among the eligible entries received up to the time of the impairment, (c) terminate the Sweepstakes without awarding any prize. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Sponsor has the right, in its sole discretion, to maintain the integrity of the Sweepstakes, to void entries for any reason, including, but not limited to; multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Sweepstakes rules; or the use of bots, macros or scripts or other technical means for entering. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such

person to the fullest extent permitted by law. Failure by Sponsor to enforce any term of these Official Rules shall not constitute a waiver of that provision. Proof of sending any communication to Sponsor by mail or email shall not be deemed proof of receipt of that communication by Sponsor. In the event of a dispute as to any online Entries, the authorized account holder of the email address used to enter will be deemed to be the participant. The "authorized account holder" is the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted e-mail address. The Sweepstakes is subject to federal, state, and local laws and regulations and is void where prohibited.

12. Release and Limitation of Liability:

(i) By participating in the Sweepstakes and submitting your Entry, you agree to release and hold harmless Sponsor, its parents, subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any Prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, or telephone, or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Sweepstakes or the processing of entries; or (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use of any Prize.

(ii) By participating in the Sweepstakes and submitting your Entry, you further agree to indemnify and hold harmless the Released Parties from and against any and all claims, demands, damages, costs, liabilities, and causes of action of any nature whatsoever which you or your heirs, representatives, executors, administrators, or any other persons acting on your behalf or on behalf of your estate, have or may have by reason of, are based upon, or arise out of (a) any breach by you of these Official Rules or the warranties and representations made by Entrant herein; (b) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or receipt or use of any Prize; (c) Sponsor's exercise of any rights granted by you in these Official Rules; or (d) claims based on violation of any right of publicity, rights of personality or any other rights, infringement of copyright or trademark, libel, slander, defamation, invasion of privacy, loss of earnings or potential earnings in connection with Sponsor's use of your Entry and any portion thereof, or the likeness of any natural person therein.

(iii) By participating in the Sweepstakes and submitting your Entry, you further agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney's fees.

(iv) YOU HEREBY WAIVE THE RIGHT TO CLAIM ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF YOUR PARTICIPATION AND ENTRY INTO THE SWEEPSTAKES, RECEIPT OF THE PRIZE, AND ACCESS TO AND USE OF THE SPONSOR WEBSITE, AND INCLUDING, BUT NOT LIMITED TO, PUNITIVE, CONSEQUENTIAL, DIRECT, OR INDIRECT DAMAGES, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND THE MAXIMUM AGGREGATE LIABILITY UNDER THIS SECTION 12(IV), IF ANY, WHETHER IN CONTRACT OR TORT, OF SPONSOR SHALL NOT EXCEED THE COST OF ENTERING AND PARTICIPATING IN THE SWEEPSTAKES.

13. Publicity/Rights Granted by You:

(i) Except where prohibited by law, by entering and participating in this Sweepstakes, you understand and affirmatively consent and grant to Sponsor, and anyone acting on behalf of Sponsor,

and Sponsor's respective licensees, successors and assigns, the license and right, without any further notice, review, or consent, to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the world, your portrait, picture, voice, name, likeness, opinions, image, state of residence, statements about the Sweepstakes, and biographical information in any media, without further payment, compensation, or consideration: (a) as news, publicity, or information; (b) for trade, advertising, or public relations; and (c) for promotional purposes.

(ii) Except where prohibited by law, by entering this Sweepstakes and providing your email to Sponsor, you agree and subscribe to receive email lists, newsletters, and other email marketing communications from Sponsor (including the Eater). You can opt-out from receiving these communications at any time by clicking the unsubscribe link or following the opt-out instructions contained in the email lists, newsletters, or email marketing communications.

14. Privacy: Please review the terms and conditions governing use of the Sweepstakes website before entering the Sweepstakes. Any information you submit as part of the Sweepstakes may be collected and shared by Sponsor in accordance with Sponsor's [Terms and Conditions](#) and [Privacy Policy](#). For any privacy concerns or requests, please refer to Sponsor's [Privacy Policy](#).

15. Disputes: Except where prohibited, you agree that any and all disputes, claims, and causes of action arising out of, or connected with, the Sweepstakes or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of New York, and you and Sponsor hereby consent to the jurisdiction and venue of such forum. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

16. Third Party Platforms:

(i) If this Sweepstakes is hosted, administered, or operated on a third party platform, including without limitation Facebook, Twitter, Youtube, Pinterest, LinkedIn, Instagram, or Google ("Third Party Platform"), then by participating in this Sweepstakes, you hereby release and agree to hold harmless any Third Party Platform that may be used and its affiliates from any and all liability, loss, or damages arising from or in connection with the Sweepstakes or the awarding, receipt, and/or use or misuse of prizes or participation in any prize-related activities.

(ii) Unless otherwise stated to the contrary in these Official Rules, this Sweepstakes is not sponsored, endorsed, or administered by, or associated with any other third party or Third Party Platform, including, but not limited to, Facebook, Twitter, Youtube, Pinterest, LinkedIn, Instagram, or Google. You understand that you are providing your information to the Sponsor and/or Sweepstakes Platform of this Sweepstakes and not to Facebook, Twitter, Youtube, Pinterest, LinkedIn, Instagram, or Google, or other Third Party Platform.

17. Results/ Winner's List: To request a winner's list, send a self-addressed, stamped envelope to VM Publishing, LLC, 475 Fifth Avenue, New York, NY 10017, Attn: **New York Wine & Food Festival Ticket Giveaway**. Requests must be received within four (4) weeks of the end of the Entry Period.