

Terms and Conditions

Split the Seafood Bill

The Gulf of Maine Research Institute wants to support its Culinary Partner program members, their employees, and their communities during this time of economic crisis during the coronavirus crisis pandemic. We hope that through this Split the Seafood Bill program, we can raise awareness about the importance of supporting local restaurants and seafood businesses during this difficult time.

ELIGIBILITY: The Split the Seafood Bill Campaign (the “Campaign”) is open to legal U.S. residents, eighteen (18) years of age or older. The Campaign is void where prohibited and is subject to applicable federal, state, and local laws and regulations.

SPONSOR: The Sponsor of the Campaign (“Sponsor”) is the Gulf of Maine Research Institute.

HOW TO PARTICIPATE: The Campaign begins February 18, 2021 at 12:00AM (EST) and lasts for 24 hours, then recurs for 24 hours on each of the following dates: February 25, 2021, March 4, 2021, and March 11, 2021 (the “Campaign Period”). In order to participate in the campaign, eligible participants must provide Sponsor with a photo of their physical receipt or an image of their e-receipt indicating proof of purchase and reimbursable amount along with a completed Reimbursement Form, which must be submitted via the “View Reimbursement Form” button on www.gmri.org/split. Reimbursement Forms must be submitted and received by Sponsor within 48 hours from the time of meal purchase. Reimbursement Forms submitted after this 48-hour period each week will not be accepted. Only one Submission per participant per week is permitted during the Campaign. To be valid, a Submission must fulfill all Campaign requirements, as specified in these terms and conditions (“Terms & Conditions”) and on www.gmri.org/projects/split-seafood-bill-day.

You may not participate in the Campaign more often than indicated by using multiple email addresses, identities, or accounts. If you use fraudulent methods or otherwise attempt to circumvent the Campaign rules as set forth in these Terms & Conditions, your Submission may be deemed ineligible for reimbursement at the sole discretion of Sponsor. Sponsor reserves the right, in its sole and absolute discretion, not to provide reimbursement for any Submission it deems incomplete, incoherent, illegible, inappropriate, or abusive, or that otherwise does not comply with these Terms & Conditions.

Sponsor is not responsible for Submissions and images that are incomplete, illegible, lost, late, inaccurate, undelivered, delayed, misdirected, do not adhere to these Terms & Conditions, or are not received or processed due to electronic or technical difficulties, regardless of cause.

REIMBURSEMENT AND NOTIFICATION: Participants who are eligible for reimbursement will be determined under the supervision, and at the sole and absolute discretion of Sponsor. Participants must submit a photo or screenshot of their receipt (including the total amount spent) to Sponsor via the “View Reimbursement Form” button on www.gmri.org/split. The Reimbursement Form requires participants to enter their contact info, mailing address, email address, copy of paper receipt or screenshot of receipt including full cost of meal, date of meal purchase, and name of restaurant purchased from. Once a participant’s complete Submission has been reviewed, and their receipt/purchase is verified, the participant will receive a notification via email within five (5) business days if their Submission has been rejected. Otherwise, Sponsor will distribute reimbursement checks within two (2) to four (4) weeks following submission. Sponsor shall have no liability for any participant’s failure to receive email notices

due to spam or other security settings or for participant's provision of incorrect or otherwise non-functioning contact information. If a participant cannot be contacted, is ineligible, or fails to provide an accurate mailing address, the reimbursement may be forfeited. Receipt by any participant of the reimbursement offered in this Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations, and these Terms & Conditions. If a participant is not reachable at the e-mail address provided or fails to provide an e-mail address, or if the reimbursement check is returned as undeliverable or not valid, then the reimbursement will be forfeited. Determinations made by Sponsor are final on all matters relating to the Campaign.

REIMBURSEMENT: Participants in the Campaign are eligible for a 50% reimbursement of their Eligible Purchase (Eligible Purchase includes the cost of food, plus tax, tip, and delivery charges, minus alcohol and alcohol-related tax and tip), up to \$30. Sponsor reserves the right to end the Campaign at any time. If Sponsor ends the Campaign prior to March 11, 2021 at 11:59 PM EST an announcement will be made via www.gmri.org/split. Sponsor is not responsible for Submissions received after the Submission deadlines each week and after the final Submission deadline of March 13, 2021 at 11:59PM (EST). The specifics of all reimbursements shall be solely determined by Sponsor. All reimbursements will be distributed via check ONLY. No cash or other substitution shall be permitted except at Sponsor discretion. The reimbursement is nontransferable. Sponsor is not liable for any technical or logistical issues with participants receiving and cashing reimbursement checks and will not reissue any reimbursements. Any and all expenses related to receiving reimbursements, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of the participants.

TERMS & GENERAL CONDITIONS: By participating in this Campaign, participants agree to be bound by these Terms & Conditions and the decisions of Sponsor. Participants agree that this Campaign is governed by the laws of the State of Maine without regard to its principles of conflicts of law. As a condition of participating in the Campaign, participant agrees that: a) under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; b) all causes of action arising out of or connected with this Campaign, or any reimbursement provided, shall be resolved individually, 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, but in no event attorneys' fees.

Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign if the Campaign is not capable of running as planned and to distribute reimbursements to all eligible participants whose Submissions were received prior to cancellation. Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the Submission process or the operation of the Campaign or website or violates these Terms & Conditions. Sponsor has the right, in its sole discretion, to maintain the integrity of the Campaign, to void Submissions for any reason, including, but not limited to: multiple entries from the same person during the Campaign; multiple entries from the same mobile phone or computer in excess of that allowed by these Terms & Conditions; or the use of photo manipulations, bots, macros, scripts, or other technical means for submitting a Submission.

Any attempt by an individual 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, Sponsor reserves the right to seek damages to the fullest extent permitted by law. Sponsor reserves the right to terminate or modify these Terms & Conditions at any time, without cause or prior notice, and to interpret these Terms & Conditions and make decisions regarding the interpretation of these Terms & Conditions at any time in its sole and absolute discretion.

RIGHTS GRANTED BY CAMPAIGN PARTICIPANTS: By entering the Campaign, participants grant the Sponsor and each of its affiliates 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, participants' social media posts made as part of their Submissions, name, statements about the Campaign, and biographical information as well as names of participating restaurants for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notice, review, or consent.

LIMITATION OF LIABILITY: By participating in the Campaign, participants agree to release and hold harmless the Sponsor, Instagram and Facebook and all of their respective agents, representatives, officers, trustees, managers, directors, shareholders and employees from and against any claim or liability for any bodily injury, loss, cost or damages of any kind to persons, including death and property, damages sustained due in whole or in part, directly or indirectly, from (i) such participant's participation in the Campaign and/or his/her acceptance, possession, use, or misuse of any reimbursement funds 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 Submission process; (v) electronic or human error in the administration of the Campaign or the processing of Submission, (vi) the creation of a Submission including any and all claims for copyright infringement, invasion of privacy, violation of the right of publicity or defamation, (vii) the acceptance, possession, use or misuse of reimbursement funds, or participation in the Campaign or related activity.

This Campaign is in no way sponsored, endorsed or administered by, or associated with Instagram, or Facebook. Instagram is a trademark of Instagram LLC. Facebook is a trademark of Facebook Inc.