

# JEFFREY GLASSMAN INJURY LAWYERS LUCKY 7'S ULTIMATE BIKE CONTEST OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

**CONTEST ENTRY PERIOD:** Jeffrey Glassman Injury Lawyers "LUCKY 7'S ULTIMATE BIKE CONTEST" (the "Contest") begins at 12:00:01 AM Eastern Time ("ET") on Sunday, July 7, 2024 and ends at 11:59:59 PM ET on Friday, March 7, 2025 (the "Contest Period"). Drawing to take place on or about Friday March 14, 2025.

**ELIGIBILITY:** The Contest is open only to legal residents of Massachusetts who are age 18 or older. The Contest is void where prohibited by law. Members and employees of Jeffrey Glassman Injury Lawyers, the Law Offices of Jeffrey S. Glassman, LLC and Landry's Bicycles and their respective subsidiaries, affiliates, advertising and promotion agencies, and their immediate family members (spouses, parents, children, and siblings and their spouses) of, and/or those living in the same household of each, are not eligible to enter. Contest is subject to all applicable federal, state and local laws and regulations.

**HOW TO ENTER:** During the Contest Period, visit

<https://jeffreysglassman.com/freebike> and follow all entry instructions to complete and submit the entry form to receive one (1) entry into the Contest (the "Entry"). All entries must be complete to be eligible. **Entries must be received between 12:00:01 AM Eastern Time on Sunday, July 7, 2024 and ends at 11:59:59 PM Eastern Time on Friday, March 7, 2025.** Entrants are subject to all notices posted online including but not limited to the Sponsor's Privacy Policy, which can be found at <https://www.jeffreysglassman.com/privacy-policy.html>

**Limit: One (1) Entry per person regardless of whether entrant has more than one email address.** All entries become the property of the Sponsor and will not be acknowledged or returned.

#### **PRIZES and APPROXIMATE RETAIL VALUE:**

**GRAND PRIZE:** There is one (1) Grand Prize available to be won. One (1) Grand Prize winner will receive one (1) new bicycle (Road, Gravel or Mountain) of winner's choice of make and model, helmet, bike computer and radar up to \$7,777.00 maximum value. All winning items must be from available inventory at Landry's Bicycle located at 1048 Commonwealth Avenue, Boston, MA 02215.

The APPROXIMATE RETAIL VALUE of the Grand Prize is \$7,777.00 maximum. The difference in value of actual prize chosen and \$7,777.00, if any, will not be awarded.

The new bicycle of winner's choice of make and model is referred to herein as "Bicycle". The stated Approximate Retail Value of the Bicycle is as of date of drafting these Official Rules. Sponsor is not responsible for delays in delivery of the Bicycle. Winner is required to take delivery of the Bicycle from Landry's Bicycles located at 1048 Commonwealth Avenue, Boston, MA 02215. Bicycle may differ from what is depicted in Contest advertising. Bicycle will be available with standard equipment, as designated by the Sponsor; any upgrades and options are at the sole expense of the winner. Color, package, factory options, and other prize specifics to be determined by

Sponsor in its sole discretion and are subject to availability.

Sponsor reserves the right, in its sole discretion, to require the winner to select the Bicycle from available dealer stock. Winner shall bear all risk of loss or damage to the Bicycle after it has been delivered to the specified delivery site. Winner will be responsible for any and all costs associated with the collection and use of the Bicycle, including but not limited to, optional equipment, applicable taxes and any travel and transportation costs associated with collecting the Bicycle. All other costs not specifically stated herein are the responsibility of the winner. Winner must personally retrieve the Bicycle within 30 days of written notification of delivery.

**ADDITIONAL PRIZES:** In addition to the One (1) Grand Prize there are additional prizes to be won.

**SECOND PRIZE.** The Second Prize winner will receive a \$777.00 Landy's Bicycles Gift Card. There is one (1) Second Prize available to be won.

The APPROXIMATE RETAIL VALUE of Second Prize is \$777.77 maximum. The difference in value of actual prize, if any, will not be awarded.

**THIRD PRIZE.** A 2-hour Guided Bike Ride (road or mountain) with Jeffrey Glassman Injury Lawyer Brand Ambassador, Tim Johnson! There is one Third Prize available to be won.

The ride must be based in Massachusetts, and will be arranged at a mutually convenient time and place. Tim is a successful professional racing cyclist who has found success in cyclocross and road bicycle racing. Tim has won the United States Cyclocross National Championships 6 times, and is one of only five male riders from the United States to stand on a UCI

Cyclocross World Championships podium. He is currently a global brand ambassador for Cannondale bikes.

The APPROXIMATE RETAIL VALUE of Third Prize is \$777.00 maximum. The difference in value of actual prize, if any, will not be awarded.

**Fourth Prize.** Fourth Prize winner will receive a \$100.00 Landry's Bicycles Gift Card toward a Landry's Bicycles service package to tune up your bike. There are seven (7) Fourth Prizes to be awarded.

The APPROXIMATE RETAIL VALUE of each Fourth Prize is \$100.00 maximum. The difference in value of actual prize, if any, will not be awarded.

**Fifth Prize.** Fifth Prize winner will receive a Jeffrey Glassman Injury Lawyers cycling jersey and water bottle. There are seven (7) Fourth Prizes to be awarded.

The APPROXIMATE RETAIL VALUE of each Fifth Prize is \$77.00 maximum. The difference in value of actual prize, if any, will not be awarded.

**ODDS:** Odds of winning will depend upon the total number of eligible entries received.

**RANDOM DRAWING:** The winner will be selected in a random drawing on or about **March 14, 2025** from among all eligible entries received during the Contest Period.

**WINNER NOTIFICATION & VERIFICATION:** Potential winners will be notified via email and/or phone, and will be required to sign and return, within seven (7) days of notification, an Affidavit of Eligibility, a Receipt, a Liability Waiver, an IRS W-9 Form and

where allowable, a Publicity Release (collectively, "the Releases").

These Releases will require each winner to furnish his/her Social Security Number for the sole purpose of tax reporting, as required by law. Noncompliance will result in disqualification and an alternate winner may be selected. Each prize package will be awarded within approximately 45 days after the winner is verified.

If a prize notification or prize is returned as undeliverable, or if winner is found to be ineligible or not in compliance with these rules that winner will be disqualified, and the prize may be awarded to an alternate winner in a separate random drawing. If Sponsor is unable to determine and verify a potential winner after repeated alternate drawings or if Sponsor fails to receive a sufficient number of entries to correspond to the number of prizes available to be awarded, Sponsor reserves the right to not award such prize(s).

**PRIZE CONDITIONS:** Prizes are not redeemable for cash, assignable, transferable and may not be substituted except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize of equal or greater value at its discretion.

Any other incidental expenses on prize not specified herein are the winner's sole responsibility.

Prize is awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Winner acknowledges that the Sponsor and all other businesses affiliated with this Contest and their agents do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness or merchantability of any aspect of the prize being offered, except that each merchandise prize shall be subject to its manufacturer's standard warranty (if any).

Entrants need not to be present to win any of the prizes.

**SPONSOR SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF WINNER'S ACCEPTANCE OR USE OF THE PRIZE.**

Winner is responsible for all federal, state, local and income taxes associated with winning prize. Winners will be required to furnish their Social Security Number for the sole purpose of preparation of tax forms as required by law.

Except where prohibited by law, entry and acceptance of prize constitute permission to use winner's name, prize won, hometown, likeness, video tape, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

**GENERAL:** Although subsequent attempts to enter may be received, only the first complete entry received from a particular entrant will be eligible; subsequent attempts by the same person to enter, including entries submitted with an alternate email address, will be disqualified.

Participating entrants agree to these Official Rules and the decisions of the Sponsor, and release the Sponsor, and their affiliated companies, and all other businesses involved in this Contest, as well as the employees, officers, directors and agents of each (the "Released Parties"), from all claims and liability relating to their participation in the promotion, and the acceptance and use/misuse of the prize offered. Participating entrants assume all liability for and Released Parties shall be held harmless against any liability for any

injury, losses or damages of any kind to persons, including personal injury or death, or injury to property caused or claimed to be caused in whole or in part, directly or indirectly, by participation in this Contest, acceptance, possession, or use/misuse of the prize, or any claims based on publicity rights, defamation or invasion of privacy, or merchandise delivery. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Contest or in the announcement of the prize.

In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the "Authorized Account Holder" of the e-mail address submitted at time of entry.

Authorized Account Holder means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor may ask any entrant or potential winner to provide Sponsor with proof, to Sponsor's satisfaction, that such party is the authorized account holder of the email address associated with the entry.

Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Released Parties are not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from

participating in the Contest. By participating in the Contest, you (i) agree to be bound by these official rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor, which are final and binding in all matters relating to the Contest. Failure to comply with these official rules may result in disqualification from the Contest.

Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor. If, for any reason, the Contest cannot be run as planned, Sponsor may disqualify any suspect entries or individuals from the Contest and any contest it sponsors and (a) suspend the Contest and modify the Contest to address the impairment, then resume the Contest in a manner that best conforms to the spirit of these Official Rules; and/or (b) award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment.

THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THIS CONTEST CANNOT BE ADMINISTERED OR CONDUCTED OR ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS RESULTING OR ARISING FROM ACTS OF GOD, WAR, OR TERRORISM, CIVIL UNREST, STRIKES, SUPPLY SHORTAGES, NATURAL DISASTERS, WEATHER, EPIDEMICS, COMPLIANCE WITH ANY LAW OR ORDER OF A GOVERNMENTAL AUTHORITY, OR ANY OTHER SIMILAR ACT, EVENT, OR OCCURRENCE BEYOND THE REASONABLE CONTROL OF THE SPONSOR. BY PARTICIPATING IN THIS CONTEST, PARTICIPANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS,



INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE, AS APPLICABLE. FURTHER, SPONSOR SHALL NOT BE RESPONSIBLE FOR ANY CANCELLATIONS, DELAYS, DIVERSIONS, CHANGES IN SERVICE OR ACCOMMODATIONS OR SUBSTITUTIONS, OR FOR ANY ACTS OR OMISSIONS BY ANY THIRD PARTIES BEYOND ITS REASONABLE CONTROL, INCLUDING AIR CARRIER(S) AND OTHER TRANSPORTATION COMPANIES; LODGING, RESTAURANT OR OTHER HOSPITALITY PROVIDERS; ENTERTAINMENT PROVIDERS, VENUES OR ARTISTS; OR OTHER THIRD-PARTY PROVIDERS SUPPLYING ANY SERVICES OR COMPONENTS OF THE PRIZE(S) TO WINNERS AND/OR THEIR GUESTS, OR FOR ANY RESULTING INJURIES, INCLUDING MONEY DAMAGES, COSTS AND EXPENSES, PROPERTY DAMAGES, PERSONAL INJURIES OR DEATH RESULTING THEREFROM.

**LEGAL WARNING:** ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE CONTEST, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

**GOVERNING LAW AND LIMITATION OF LIABILITY:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Contest will be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts without giving effect to any choice of law or conflict

of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE CONTEST, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION;

(B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE;

(C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

**DISPUTES:** The parties hereto each agree to finally settle all disputes only through arbitration; provided, however, the Released Parties shall be entitled to seek injunctive or equitable relief in the state and federal courts in the Commonwealth of Massachusetts and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's

decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction.

The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this

Contest shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Suffolk County, Commonwealth of Massachusetts. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Suffolk County, Commonwealth of Massachusetts.

Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

**PRIVACY:** As a condition of entering the Contest, each entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties, for the purpose of administering this Contest and to comply with applicable laws, regulations and rules, including, without limitation, the storing of your personal information for purposes of complying with state

record retention requirements. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Contest or on a Contest winner's list. Personal information collected from entrants are subject to the Sponsor's Privacy Policy, which can be found at <https://www.jeffreysglassman.com/privacy-policy.html>.

**OFFICIAL RULES REQUEST:** To request a copy of the Official Rules, go to

[https://www.jeffreysglassman.com/files/lucky\\_7\\_s\\_bike\\_rules.pdf](https://www.jeffreysglassman.com/files/lucky_7_s_bike_rules.pdf)

- or send a self-addressed, stamped envelope by February 15, 2025, to: The Lucky 7's Ultimate Bike Contest, c/o Jeffrey Glassman Injury Lawyers, One International Place, Suite 1810, Boston, MA 02110 and request the Official Rules to the Lucky 7's Ultimate Bike Contest.

**WINNER CONFIRMATION REQUEST:** For a written confirmation of the winner (available after March 15, 2025) send a stamped, self-addressed envelope (no later than March 31, 2025) to: The Lucky 7's Ultimate Bike Contest, c/o Jeffrey Glassman Injury Lawyers, One International Place, Suite 1810, Boston, MA 02110.

**SPONSOR:** Jeffrey Glassman Injury Lawyers.

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