

## NYC RESTAURANT WEEK® WINTER 2026 PARTICIPATION AGREEMENT

### TERMS AND CONDITIONS

#### You must agree to all of the following terms and conditions:

You acknowledge that, by agreeing to participate in New York City Tourism + Conventions' ("NYC Tourism") Community Marketing Campaign currently entitled NYC Restaurant Week ("Effort"), your business will adhere to all terms and conditions NYC Tourism provides for the Effort, including but not limited to:

- (a) All patrons are eligible to participate in the Effort; (b) the Effort must run continuously and for the entirety of the Effort time period as specified above; (c) you agree to redeem any valid offer presented.
- You agree to release NYC Tourism and its agents, partners or subcontractors (the "NYCRW Partners") from any liability or claim arising out of any use arising from the Effort and to indemnify and hold the NYCRW Partners harmless, including each of their respective directors and agents, from and against all liability, suits, penalties or actions, including all costs and expenses arising out of or resulting from your participation in the Effort. NYC Tourism is not responsible for any errors, omissions, incorrect information or other misprints that may appear in materials or information.
- By agreeing to participate in the Effort, you consent to receiving future email communication regarding the Effort from NYC Tourism or its partners.
- You acknowledge that NYC Restaurant Week is a proprietary program of NYC Tourism. The words and logo are service marks of NYC Tourism. You agree to not use the name, logo, trademarks, service marks or other proprietary marks or intellectual property of NYC Tourism without prior written approval in each instance.
- You grant a royalty-free nonexclusive license to use your trademarks, including corporate logos and name to: (i) NYC Tourism in connection with the Effort; and (ii) NYC Tourism to use in the promotion of New York City and its boroughs. You represent and warrant that any materials, including such artwork, content, images, photos, videos or logos that you provide (i) are fully owned by you or you have the right to grant such use, as well any content within the material, including the images of any person and that they are 18 years or older; and (ii) NYC Tourism is authorized to use such materials in connection with the Effort; and (iii) NYC Tourism is authorized to use such materials in connection with the promotion of New York City and its boroughs, including but not limited to, website, social media, press releases, newsletters, out of home media and third-party distribution.
- Changes to the Effort or cancellation of the Effort may be made at NYC Tourism's sole discretion. We will notify you if there are any updates to the Effort.

**GENERAL DISCLAIMER**

The mini-site may include disclaimer language similar to the following:

New York City Tourism + Conventions' ("NYC Tourism") makes no representations or warranties about the information provided in the NYC Restaurant Week mini-site or other related collateral. NYC Tourism hereby disclaims any responsibility and/or liability for failure by any third party to honor the offer or for any errors, omissions, incorrect information, or other misprints that may appear. Offers are subject to availability and blackout dates may apply. Offers cannot be combined with other promotions, savings or offers, and do not include tax, gratuities or service charges. Additional restrictions may apply.

Content of the final General Disclaimer language may be subject to change at the sole discretion of NYC Tourism.