

dineL.A. Restaurant Week Instagram Hunt - Terms & Conditions

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED.

1. **Introduction.** The “dineL.A. Restaurant Week” Instagram Hunt (the “Sweepstakes”) is sponsored by Los Angeles Tourism and Convention Board (the “Sponsor” or “LATCB”). The Sweepstakes will take place in Los Angeles.
2. **Timing.** The Sweepstakes will occur one time during the 2019 Summer dineL.A. Restaurant Week event. The Sweepstakes will begin Monday, July 22, 2019 at approximately 11:00AM PT and will end at or about 3:00PM PT on Friday, July 26, 2019 (Sweepstakes Period). After the Sweepstakes Period, the prize will be awarded immediately and there is no substitution available in the event winner is unable to receive the prize.
3. **Eligibility.** The Sweepstakes is open only to legal residents of the United States who are in the Los Angeles area during the Sweepstakes Period, and who are 18 or older, have internet access, a valid ID, and an Instagram account, which is free (“Entrants”). Entrants must follow Sponsor at <https://www.instagram.com/dinela/> during the Sweepstakes Period. Employees, officers and directors of Sponsor and their respective affiliates, subsidiaries, agents, as well as the immediate family members (defined as parents, spouse, children, siblings and grandparents) and those living in the same household of each such employee, officer and director are not eligible to enter. By participating, Entrants agree to abide by these Official Rules and by the decisions of Sponsor, which are final and binding in all respects Entrant is one person. Sorry, no “group” entries.
4. **Mandatory Instagram Disclosure.** The Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Instagram. Entrants are providing information to Sponsor and not to Instagram. The information Contestants provide will only be used for administering the Sweepstakes and for marketing purposes in accordance with Sponsor’s privacy policy, located at <https://www.discoverlosangeles.com/privacy-policy>.
5. **How to Enter.** At the beginning of the Sweepstakes period, Sponsor will choose a restaurant and upload clues to the identity of that restaurant on Sponsor’s Instagram Stories throughout the week culminating in a summary post on the Friday of that week. In order to enter the Sweepstakes, Entrants must comment on the summary post with their guess to the name of the chosen restaurant. Sponsor will upload the summary post for the Sweepstakes Period 1 on Friday, July 26, 2019. The post will be uploaded at approximately 11:00am PT. All entries must be received between 11:00am PT and 3:00pm PT in order to be considered valid. The Sponsor will not be responsible for entries that are not received, delayed, or incomplete. Any entry that is late, incomplete, or does not comply with these Official Rules (“Winning Qualifications”) will be deemed invalid at Sponsor’s sole discretion.
6. **Prize Distribution.** The Sweepstakes Period will have 1 prize available.
7. **Selection of Winning Entrant.** The Prize winner (“Winner”) will be selected by a random drawing of all qualifying entries and will be notified by direct message on Instagram. Sponsor shall have no liability for Winner’s failure to receive direct messages. The selection of the Winner will be at the Sponsor’s sole discretion. In the event the Winner is unwilling or unable to meet the Winning Qualifications, or if the selected Winner fails to claim the prize within 48 hours, another Entrant who meets the Winning Qualifications and timely claims the Prize will be deemed the Winner. One Prize per person during each Sweepstakes Period.

8. **Prize.** The Sweepstakes Period winner will receive a 2-night stay in Los Angeles standard hotel accommodation for up to two (2) people (one room, two person occupancy) and (1) dinner for up to two people at a restaurant of Sponsor's choosing. Approximate Retail Value ("ARV") of Prize is \$1,000. Total retail value of all prizes is \$1,000. One prize is awarded for the sweepstakes period, pursuant to determination of eligibility and agreement to the Winning Qualifications. If no correct entries are submitted by 3:00pm PT, or an Entrant is deemed not to be eligible under these rules, or an Entrant does not agree to these rules, Prize will not be awarded.
9. The prize may not be exchanged for cash, is non-transferable, non-refundable, and non-saleable and must be accepted "as awarded." and "as is," which may include restrictions on the use of the Prize by the prize provider. At Sponsor's sole discretion, all or a portion of the Prize may be awarded as a gift card, which may include certain restrictions.
10. Prize does not include any other incidentals not mentioned in these Official Rules such as, but not limited to, travel to Los Angeles, special accommodation (other than ability access), baggage fees, alcoholic beverages, food, gratuities and tips, insurance, laundry service, merchandise, parking, room service, service charges, souvenirs and telephone calls. All other expenses not stated herein as part of the prize are the Winner's sole responsibility.
11. The Selected Entrant may be sent a declaration of eligibility / liability / publicity release ("Release"). Except where prohibited by law, the Release will state that Selected Entrant agrees to allow Sponsor to use (without additional compensation) his or her name, address, photograph, testimonial, likeness and/or biographical information for purposes of advertising and promotion (including, without limitation, posting on Sponsor's website(s) and affiliated website(s)).
12. **Publicity.** Participation in the Sweepstakes constitutes Entrant's consent to having a photo taken, and for Sponsor to use Winners' name and likeness for advertising and promotional purposes in any media without further notice, payment, or consideration, except where prohibited by law.
13. **General Conditions.** Sponsor reserves the right to cancel, suspend, or modify the Sweepstakes if fraud, safety, technical failures or any other factor impairs the integrity of the Sweepstakes, as determined by Sponsor in its sole discretion. Also, play nice: 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 toward other Entrants. Any attempt by any person to deliberately undermine the legitimate operation of this Sweepstakes may be a violation of criminal and civil laws 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. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that, or any other provision.
14. **Release.** By participating in this Sweepstakes and accepting any prize, entrants and winners agree to release and hold harmless Sponsor and each of their subsidiaries and related companies, any company involved with the Sweepstakes, and each of their respective officers, directors, employees and agents from and against any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury, and/or death which may occur in connection with, participation in the Sweepstakes, or possession, acceptance and/or misuse of prize or participation in any Sweepstakes related activity and for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery.

15. **Limitations of Liability.** Sponsor and any companies involved with the Sweepstakes, are not responsible for: (1) incorrect or inaccurate transcription of Sweepstakes information or late, lost, illegible, incomplete, misdirected attempts at claiming a Prize; (2) technical failures of any kind, including but not limited to the malfunctioning of any internet, telephone, computer, network, hardware or software; (3) the unavailability or inaccessibility of any service; (4) unauthorized human intervention in any part of the entry process or the Sweepstakes; (5) electronic, human or other error which may occur in the administration of the Sweepstakes or the processing of entries; or (6) any injury or damage to persons or property, including but not limited to Entrant's computer and physical body, which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes, acceptance or use of any prize, or from downloading any material from Sponsor's Web site(s), regardless of whether the material was prepared by Sponsor or a third party, and regardless of whether the material is connected to Sponsor's Web site by a hypertext link.
16. **Disputes.** Entrant agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes or any prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the state and federal courts located in the city of Los Angeles, Los Angeles County, California; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys' fees; and (3) under no circumstances will Entrants be permitted to obtain awards for and Entrants hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrants or Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California
17. **Data Collection.** Any information collected is subject to these official rules and Sponsor's privacy policy and will be used to administer the Sweepstakes.