

## **BLOCKBUSTER/WE LOVE LA**

### **Official Terms and Conditions**

**Eligibility.** The Blockbuster/We Love LA Financial Incentives Program (“Program”) is open to meeting planners, event planners, and group planners and coordinators, who have registered with an LATourism sales representative (“Participant”). The Program begins on [July 22, 2024] and ends of [June 30, 2026] (the “Promotion Period”). The Promotion is completely voluntary and does not create an employment relationship with any Participant and is designed to provide incentive to Participants to make the Los Angeles Metropolitan Area the destination.

**Sponsor.** The Program is Sponsored by the Los Angeles Tourism and Convention Board 633 West 5th Street, 18th Floor, Los Angeles, CA 90071 (“LATourism” or “Sponsor”).

**Promotion.** During the Promotion Period Participants will receive the featured incentive (the “Incentive”) for supplying qualified leads (“Leads”) and qualified bookings (“Bookings”) as defined in these terms.

**How to Participate.** Participants may earn Incentive for Qualified Leads and Qualified Bookings. To become eligible to participate, Participants must register at the MeetLA website (as outlined at <https://www.discoverlosangeles.com/meetla/offers>), or contact an LATourism sales representative at [sales@latourism.org](mailto:sales@latourism.org), or log on to Cvent.com, sign in, and enter the information outlined below.

**Incentives.** Participants are eligible for Incentives, based upon the following information.

### **QUALIFIED LEADS**

A Qualified Lead is achieved when a Participant properly registered, makes an inquiry with their LA Rep to propose an event, and provides information sufficient for a request for proposal (“RFP”). The Qualified Lead shall be meet the requirements below:

- a minimum of 10 rooms on peak night [the night during an event when the most sleeping rooms are occupied], at an [LA Tourism Marketing District Hotel](https://www.discoverlosangeles.com/tmd) [List of hotels: <https://www.discoverlosangeles.com/tmd>].
  - up to 99 rooms: \$50 gift card;
  - 100 or more rooms for a \$100 gift card.
- proof of history of at least one prior event of similar nature required
- one gift card per unique event program
- gift card issued upon validation of qualified lead

**Qualified Leads Additional Terms.** All Qualified Leads must be sourced/done through and LA Rep. Qualified Leads must be for new events, initiated on or after July 22, 2024. Sorry, existing leads are not eligible for this Program. Sponsor’s LA Rep will determine whether any inquiry meets the requirements of a Qualified Lead.

**Incentive Conditions.** In the event the Participant is a corporation and not an individual, Sponsor will award the Incentive to the person listed in the Qualified Lead, as defined herein. During the Promotion Period, only 6 gift cards will be provided, regardless of number of qualified leads.

## **BOOKINGS**

A qualified booking is a bona fide reservation at a member hotel, booked through this Program (“Booking”). Participants will receive \$10.00 per actual room night booked, up to a maximum of \$5000 (the “Booking Reward”). In the event the booking is made by an Organization, the Booking Reward will be paid to the Organization. In the event, the Booking is made by an individual, the Booking Reward shall be paid to the individual.

### **Promotion Incentive: Gift Cards.**

Except as outlined in the Bookings section of these terms, the Promotion Incentive shall be paid via gift card (“Gift Card”), which may be delivered via digital means or as a physical card, at Sponsor’s option. Gift cards are American Express Gift cards and are subject to terms and conditions of American Express. Gift Cards of more than \$10.00 may not be exchanged for cash, and lost gift cards cannot be replaced. Gift card will be awarded to the person who is the contact with the LA Rep. In the event there is a dispute regarding the person who claims the Gift Card, the Gift Card will be awarded to the individual in whose name the email address was opened. In the event the disputed email address is a corporate address, the Gift Card will be awarded to the corporation.

## **Conditions for all Promotions**

Unless otherwise prohibited by law, any Gift Cards or Prize or other are non-transferable, and no substitution will be made except as provided herein at the Sponsor’s sole discretion. Sponsor reserves the right to substitute any listed prize for one of equal or greater value for any reason. Any and all guarantees and warranties are subject to the manufacturer’s terms and conditions, and Winner agrees to look solely to such entity for any such warranty or guarantee claim

Federal, state and local taxes and other expenses in connection with the Incentive may apply, and are the sole responsibility of the Participant. Some participants may be issued an IRS Form 1099 for the ARV of any awarded prize, and may be required to provide additional information, if required by law. The Incentive or Prize is offered “as is,” and recipients of the Incentives or Prizes are solely responsible for any unspecified expenses related to Incentives or Prizes. All activities on the properties relating to the Promotion are at the Participant’s own risk and subject to whatever restrictions are imposed by the entities that govern activities. Participants are not entitled to any surplus between actual retail value of the Incentive and the stated value in these rules. For air travel, Winners assume the risks associated with such travel, including death.

The Promotion is subject to these terms and conditions. By participating, Participants agree to be bound by these terms. LATourism makes commercially reasonable efforts to ensure the Promotion and participating hotels are providing services and incentive consistent with these Terms. In rare cases, some Incentives may not be available at the time of booking or arrival. In such case eligible Participants will be provided an Incentive of equal or greater value.

**Indemnity.** By accepting an Incentive or Prize of value, Participant agrees to release LATourism and its administrators, including its affiliated entities together with the respective directors, employees, officers, licensees, licensors and agents, and respective advertising and promotion entities and any person or entity associated with the production, judging, or administration of the Challenge (collectively, the “Releasees”) from any and all liability, loss or damage arising from or in connection with awarding, receipt and/or use or misuse of the Incentive, the hotel/resort stay, or participation of activities on any subject property or Incentive-related activities. Releasees shall not be liable for: (i) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (ii) data corruption, theft, destruction, unauthorized access to or alteration of sales data or other materials; (iii) any injuries, losses or damages of any kind, including death caused by the use of the Incentive or Prize; or (iv) any printing, typographical, administrative or technological errors in any materials associated with the Promotion. Sponsor disclaims any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with this Promotion. Sponsor reserves the right to cancel or suspend the Promotion, in its sole discretion, and not award any Incentives should issues, including pandemics or natural disasters, render the Promotion management impractical. The internal laws of the State of California govern disputes regarding these term and this Promotion.

Except where prohibited, entrants agree that: (a) any and all disputes, claims and causes of action arising out of or connected with this Promotion, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Promotion, but in no event attorneys’ fees; and (c) under no circumstances will entrant be permitted to obtain awards for, and entrant 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

### **Participant’s Personal Information**

Information collected from Participants is subject to Sponsor’s Privacy Policy, which is available at <https://www.discoverlosangeles.com/privacy-policy>. Each Participant acknowledges that, by entering the Sweepstakes or engaging in the Promotion, participant has opted into Sponsor’s Privacy Policy and, by opting into Sponsor’s Privacy Policy, has read and accepted Sponsor’s Privacy Policy. Sponsor uses commercially reasonable efforts to comply with CAN-SPAM guidelines. Entrants may subsequently opt out of receiving further communications by following the instructions contained in the email communication. Any complaints or concerns regarding this policy should be directed to [contracts@latourism.com](mailto:contracts@latourism.com). In all cases, entrants may subsequently opt out of any email communication by following the instructions contained in the email.