

## The dineL.A. Taco Trek Challenge Sweepstakes Official Rules

**No Purchase Necessary. A purchase will not increase your chances of winning.**

- 1. ELIGIBILITY.** The dineL.A. Taco Trek Challenge Sweepstakes (“Sweepstakes”) is open to residents of the United States and the District of Columbia who are lawful U.S. residents, are 18 years of age or older as of the start date of the Sweepstakes, have access to a mobile device and have downloaded a copy of the Discover L.A. app to it, have created a Discover L.A. account or logged into the Discover L.A. app using Facebook Connect and allowed their email address to be shared with Sponsor, and are physically located in the greater Los Angeles area, specifically near a participating location as defined below, during the Sweepstakes Period, defined below (“Entrants”). The Sweepstakes is sponsored by Los Angeles Tourism & Convention Board, 633 West 5<sup>th</sup> Street, Suite 1800, Los Angeles, CA 90071 (“Sponsor”). Prize is provided by American Airlines, Inc., 4333 Amon Carter Blvd., Ft. Worth, Texas, 76155 (“Prize Provider”). Employees of Sponsor, its parents and subsidiaries, advertising and promotion agencies and all other entities participating in the design, promotion, marketing, advertising, administration or fulfillment of the Sweepstakes and their immediate families are ineligible to participate in the Sweepstakes. Void in Puerto Rico, the U.S. Virgin Islands, U.S. military installations in foreign countries, all other U.S. territories and possessions, and wherever else restricted or prohibited by law. See Sponsor’s Privacy Policy at <https://www.discoverlosangeles.com/privacy-policy>.
- 2. SWEEPSTAKES PERIOD.** The Sweepstakes begins at 12:01 a.m. Pacific Standard Time (“PST”) on October 4, 2018 and ends no later than 11:59 p.m. PST on October 31, 2018 (the “Sweepstakes Period”). The Sponsor’s computer, or that of its designee, runs the official clock for the Sweepstakes and will solely determine the time by which an entry is received.
- 3. HOW TO ENTER.** To participate, Entrants must check in at any participating location listed **here** during the Sweepstakes Period using the Discover L.A. app, which is available on the Apple App Store and Google Play Store (“Check In” or “Entry”). Entrants may check in once at each participating location, and will receive one (1) Entry for each Check In. Entrants may only Check In at each participating location once (additional Entries will not be awarded for additional Check Ins at the same location by the same Entrant).

**In-person entries only. ONE entry per participating location per natural person.**

All entries must happen during the Sweepstakes Period. Sponsor reserves the right to disqualify false entries or entries suspected of being false and to disqualify any Entrant it finds to be tampering with the entry process or the operation of the Sweepstakes or violating these Official Rules. In the event of a dispute as to the identity of a winner, the winner will be deemed to be the owner of the mobile device that is used to Check In.

4. **ODDS.** Odds of winning a prize depend on the number of eligible entries.
5. **SELECTION AND NOTIFICATION OF SELECTED ENTRANT.** On or about 11:00am November 1, 2018 (“Drawing Date”), two (2) potential first prize winners (“Selected Entrants”) will be randomly selected from among all eligible entries received and subsequently the Selected Entrants will be sent an email message by a representative of Sponsor personally via the email address associated with their Discover L.A. account. If the Sponsor does not receive a response within 24 hours from the time the email message is sent to the Selected Entrants, or if the email address is not in use or does not belong to the Selected Entrant, the prize will be forfeited and at Sponsor’s discretion, awarded to an alternate Selected Entrant. Up to three (3) times, Sponsor will attempt to contact the next potential alternate under the same conditions until such time that direct contact is made with a Selected Entrant. Sponsor is not responsible for suspended or discontinued email service or a change of address that may result in the Winner not receiving initial prize notification. The Selected Entrants may be given a declaration of eligibility / liability / publicity release (“Release”). Except where prohibited by law, the Release will state that Selected Entrants agree to allow Sponsor to use (without additional compensation) their names, addresses, photographs, testimonials, likenesses and/or biographical information for purposes of advertising and promotion (including, without limitation, posting on Sponsor’s website(s) and affiliated website(s)). Selected Entrants may also be required to provide names, U.S. Social Security Numbers (for tax form purposes), birth dates, current addresses, and phone numbers. Unless restricted by law, the Selected Entrants will be required to complete and return the Release within the time period specified therein. Selected Entrants will receive the Prize via email within approximately thirty (30) days of the date on which the Sponsor receives the completed, signed Release form from the Selected Entrant (exact timing subject to change based upon availability of Prize). Sponsor will not make multiple attempts to contact Selected Entrant. Each Entrant may only win one prize. If the same Entrant is selected twice, alternate selections will be made as needed.
6. **PRIZE.** If eligible under these Rules, two (2) Selected Entrants will be awarded 25,000 American Airlines AAdvantage® Miles each (Approximate Retail Value (“ARV”: \$497.50). Total ARV of all Prizes: \$995.00.
7. **PRIZE CONDITIONS.** No substitution, transfer, or cash redemption of prize permitted, provided however that Sponsor or Prize Provider reserves the right to substitute a prize with another prize of equal or greater value should the advertised prize become unavailable for any reason. Selected Entrant cannot assign or transfer their prize to another person or business. All activities related to the prize are at the Selected Entrant’s own risk, as defined below, and subject to whatever restrictions are imposed by the entities that govern such activities. If prize notification or any prize is returned as undeliverable, or if Selected Entrant may not accept or receive a prize for any reason, prize will be forfeited.

All federal, state or other tax liabilities (including income taxes) arising from this Sweepstakes will be the sole responsibility of Selected Entrant and Selected Entrant will be issued an IRS Form 1099 for the ARV of any awarded prize. THIS IS A TAXABLE EVENT and these prize winnings will be considered taxable income under federal law. This Sweepstakes is subject to all applicable federal, state and local laws of the United States. By participating, Selected Entrant agrees to be fully and unconditionally bound by these Official Rules and Sponsor's decisions and waives any right to claim ambiguity in the Sweepstakes or these Official Rules. Selected Entrant also agrees to release, discharge, indemnify and hold harmless Sponsor, Prize Provider, and their respective officers, directors, employees, representatives and agents (collectively "Releasees") from and against any claims, damages, disability, attorneys' fees, and costs of litigation and settlement, as well as any liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from: (i) use, redemption, acceptance, possession, ownership, or misuse of any prize, (ii) participation in any activity, event, or excursion offered in connection with the prize, (iii) use of any facility, service and/or accommodation related to the prize, or (iv) participation in any Sweepstakes-related activity or participation in this Sweepstakes. Sponsor reserves the right to disqualify any Entrant it finds to be tampering with the entry process, including manipulation of geolocation data on their mobile device. Sponsor shall not be liable for: closed locations; telephone system, telephone or computer hardware, software or other technical malfunctions, bugs, lost connections, disconnections, cell-phone service interruptions, delays, or transmission errors Sweepstakes Entrants may encounter when attempting to Check In; inclement weather that prevents travel or entry of any participating location; or any printing, typographical, administrative or technological errors in any materials associated with the Sweepstakes. Caution: any attempt to deliberately damage or undermine the legitimate operation of the sweepstakes may be in violation of criminal and civil laws and will result in disqualification from participation in the Sweepstakes. Should such an attempt be made, Sponsor reserves the right to seek remedies and damages (including attorney fees) to the fullest extent of the law, including criminal prosecution.

American Airlines AAdvantage® Miles are subject to the following additional terms and conditions: American Airlines AAdvantage® miles may be used for air transportation on American Airlines or its "Airline Associates" (American Eagle® service, oneworld® airlines or select AAdvantage® participating airlines), car rentals, hotel stays and other awards available at AA.com/redeem. If AAdvantage® miles are redeemed for air transportation, winner is responsible for the full cost of transportation to and from their departure and arrival city. Winner is responsible for any and all applicable fees, service charges, surcharges or passenger facility charges and all insurance costs, federal, state, local and foreign taxes, if any, gratuities, meals, incidentals and any other unspecified expenses associated with acceptance or use of the prize. AAdvantage® flight awards are subject to, and the passenger is responsible for, the September 11th Security Fee of \$5.60 per one-way trip, per passenger, applicable departure taxes, federal inspection fees, passenger facility charges of up to \$18.00, depending on itinerary, and any other taxes and

fees imposed by a government entity (U.S. or foreign) of up to \$240 based on destination; total may vary slightly based upon currency exchange rate at time of purchase, as well as any fees or surcharges (including fuel surcharges) imposed by the carrier. U.S. government excise tax is a user tax to pay for airport construction and airway safety and operations. If ticketing is less than 21 days prior to departure, a \$75.00 expedite charge will apply (waived for AAdvantage® Executive Platinum, AAdvantage® Platinum and AAdvantage® Gold members using miles from their account). A ticketing service charge of up to \$40.00 will apply when ticketing via Reservations, American Airlines Travel Center or an Airport Ticket Office. (The ticketing service charge is waived for involuntary changes, reissued tickets, AAdvantage® award tickets issued within 21 days of travel and an expedite charge has been collected, AAirpass® tickets, Government/military fare tickets, and prepaid tickets.) Some of these taxes, fees and other amounts may be due upon booking/ticketing the AAdvantage® award travel. American Airlines AAdvantage® miles will be credited to the AAdvantage® account of each winner, or may be provided in the form of a certificate as set forth below, who must provide a valid AAdvantage® membership number in order to receive the mileage credit (“Certificate”). American Airlines AAdvantage® miles awarded in this Challenge will not count toward elite status qualification, AAdvantage Million Milers status or any other promotional benefit that American Airlines may offer in the AAdvantage® program. Winners who are not AAdvantage® members may join at no cost online at [www.aa.com](http://www.aa.com) and click on AAdvantage® or by calling the AAdvantage® membership desk at 1-800-882-8880. The credited miles may thereafter be redeemed in any manner consistent with the AAdvantage® program Terms and Conditions, which are subject to change at any time without notice and can be found at [www.aa.com/aadvantage](http://www.aa.com/aadvantage) when you click on Program Details and then click on AAdvantage® Terms and Conditions. Determination of income tax liability on AAdvantage® travel awards is the responsibility of the winner. American Airlines may, among other things, (i) withdraw, limit, modify, or cancel any award; (ii) change program benefits, mileage levels, participant affiliations, conditions of participation, rules for earning, redeeming, retaining or forfeiting mileage credit, or rules for the use of travel awards; or (iii) add travel embargo dates, limit the number of seats available for award travel (including, but not limited to, allocating no seats on certain flights) or otherwise restrict the continued availability of travel awards or special offers. American Airlines reserves the right to change the AAdvantage® program and its terms and conditions at any time without notice, and to end the AAdvantage® program with six months’ notice. American Airlines may make any one or more of these changes at any time even though such changes may affect your ability to use the mileage credit or awards that you have already accumulated. AAdvantage® travel awards, accrued mileage credits and special offers are subject to government regulations. American Airlines is not responsible for products and services offered by other participating companies. For complete AAdvantage® program details, visit [www.aa.com/aadvantage](http://www.aa.com/aadvantage). Sponsor and Prize Provider are not liable for any expense incurred as a consequence of a flight cancellation or flight delay. Travel is subject to availability and certain other restrictions, which are subject to change in the sole discretion of Prize Provider. Flight schedules subject to change without notice. If

AAdvantage® miles are sent to the winner in the form of a Certificate: Certificate is not redeemable for cash. Certificate may not be transferred, purchased, sold or bartered. Only original Certificates will be honored. Certificate is void if reproduced, altered, counterfeited, obtained or used improperly. Lost, stolen, damaged or destroyed Certificates will not be replaced by American Airlines. Determination of income tax liability on mileage Certificates and AAdvantage® travel awards is the responsibility of the holder. The holder of the Certificate has only the limited right to surrender same to American Airlines in accordance with rules and conditions stated herein for crediting of mileage by American Airlines and subject to all AAdvantage® Terms and Conditions. Certificate must be deposited online at [www.depositAAmiles.com](http://www.depositAAmiles.com) to the AAdvantage® account of each winner. Mileage credit can be deposited only once on or before the expiration date. AAdvantage® travel awards, accrued mileage credits and special offers are subject to government regulations. For complete depositAAmiles program details, visit [www.depositAAmiles.com](http://www.depositAAmiles.com). For complete AAdvantage® program details, visit [www.aa.com/aadvantage](http://www.aa.com/aadvantage). Miles must be redeemed within one (1) year from date of issuance. Prize conditions may be added or modified by Prize Provider. Prize must be used by the date specified or the prize will be forfeited. Once confirmed, any cancellation or change fees or restructuring of prize is the sole responsibility of the winner. Items or expenses not specifically mentioned as being included as part of the prize are not included in the prize. Such items are the sole responsibility of the winner. A portion of all travel booked on American Airlines may be American Eagle® service. American Eagle® service is operated by Envoy Air Inc., SkyWest Airlines, Inc., ExpressJet Airlines, Inc., or Republic Airline Inc.

8. **DISPUTES.** Disputes regarding these Official Rules and/or this Sweepstakes will be governed by the internal laws of the State of California. By entering, Entrant consents to jurisdiction in the federal and state courts of California for the resolution of any and all disputes.
  
9. **GENERAL CONDITIONS.** By participating, Entrants agree to be fully and unconditionally bound by these Official Rules and the decisions of Sponsor and waive any right to claim ambiguity in the Sweepstakes or these Official Rules. Any portion of the Sweepstakes may be canceled, suspended and/or modified, in whole or in part, if in Sponsor's opinion any fraud, technical failure or other factor beyond our control impairs the integrity or proper functioning of the Sweepstakes. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules, or to be acting in an unsportsman-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsor reserves the right at its sole discretion to terminate the Sweepstakes and, if terminated, at its discretion, select the potential winner in a random drawing from among all eligible, non-suspect entries received prior to action taken. Unclaimed Prizes will not be awarded.

- 10. PRIVACY.** All personal information collected by Sponsor will be used for administration of the Sweepstakes. In addition, Entrants may receive email correspondence from, or on behalf of Sponsor subject to Sponsor's privacy policy. Sponsor uses reasonable commercial efforts to comply with Federal CAN-SPAM guidelines and to supply information to entities that comply with CAN-SPAM guidelines, and Entrants may subsequently opt-out of receiving further emails by following the opt-out instructions contained in the email. Any questions regarding privacy matters should be directed to the address set out below. Please refer to Sponsor's privacy policy located at <https://www.discoverlosangeles.com/privacy-policy> for important information regarding the collection, use and disclosure of personal information by Sponsor.
- 11. PUBLICITY.** Except where prohibited by law, the Selected Entrant's acceptance of the Prize constitutes permission for Sponsor to use said Selected Entrant's full name, social media handles, photographs, likeness, statements, biographical information, voice, and city and state address for promotional or advertising purposes in connection with the Sweepstakes on a worldwide basis, and in all forms of media, now or hereafter known, in perpetuity, without review, permission or further compensation, including without limitation on Sponsor and its affiliates' program(s), website(s) and social media page(s).
- 12. WINNER'S LIST AND SWEEPSTAKES RULES.** For a copy of these Official Rules or of the winner(s), send your request in a self-addressed, stamped envelope (WA and VT residents need not affix return postage) to: LA Tourism, 633 West 5<sup>th</sup> Street, Suite 1800, Los Angeles, CA 90071, Attn: Contest Administrator. Request must be received within 90 days of the end of the Sweepstakes.

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