

\$5K GASLAMP GIVEAWAY OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE. MAKING A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

NOTE: This Sweepstakes is not affiliated with or endorsed by any party other than the Sponsor.

As a condition of entry, each person participating in this Sweepstakes (“Entrant”) unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects.

- 1. DESCRIPTION AND SPONSOR:** This promotional sweepstakes (“Sweepstakes”) is called the \$5K Gaslamp Giveaway and is sponsored by San Diego Gaslamp Quarter Association, Inc. (the “Sponsor”). The Sponsor is solely responsible for the collection, submission or processing of entries and the overall administration of the Sweepstakes. Entrants should direct any questions, comments or problems related to the Sweepstakes to the Sponsor via email at info@gaslamp.org.
- 2. PROMOTIONAL PERIOD:** The Sweepstakes will commence at 12:01am PST on July 1, 2020 and conclude at 11:59pm PST on September 30, 2020 (the “Promotional Period”). Unless the Sweepstakes is extended by the Sponsor, entries submitted after the conclusion of the Promotional Period will be deemed invalid. Sponsor’s computer is the official time keeping device. During the course of the Promotional Period, there will be periodic drawings for the prizes described in Section 6 of these Official Rules. Sponsor reserves the right to discontinue this Sweepstakes or amend these Official Rules throughout the Promotional Period, in its sole discretion.
- 3. AVAILABLE PRIZES AND ODDS OF WINNING:** The following prizes are available:

Prize Description	Value	Prizes Available
One (1) night’s stay at the San Diego Gaslamp Quarter Marriott w/valet	\$300	2
Two (2) night’s stay at the San Diego Gaslamp Quarter Hardrock Hotel	\$600	1
One (1) night’s stay at the San Diego Gaslamp Quarter Pendry Hotel	\$300	2
One (1) night’s stay at the San Diego Gaslamp Quarter Hilton Hotel	\$300	2
\$100 gift card to Havana 1920 restaurant	\$100	2
\$100 gift card Bandar restaurant	\$100	2
\$100 gift card to Rustic Root restaurant	\$100	2
\$200 gift card to Lumi	\$200	2
\$50 gift card to Ghiradelli	\$50	4
\$100 gift card to randomly selected Gaslamp quarter merchant	\$100	14

Sponsor makes no representation or warranty concerning the appearance, safety or performance of any Prize awarded. Sponsor will not replace any lost or stolen prize items. The winner is solely responsible for payment of any taxes levied on a prize by federal, state and/or local taxing authorities. Any prizes awarded will be reported as required by law, rule or regulation. If required to do so by law, Sponsor may remit any tax due to the appropriate authority and deduct that amount from the prize payment.

- (a) Odds of Winning.** Odds of winning any prize drawing depend upon the number of entries received at the time the drawing takes place.
- (b) Approximate Retail Value.** The total approximate retail value of all available prizes is \$5,000.00. Prizes cannot be transferred, redeemed for cash, or substituted by any winner. Sponsor reserves the right in its sole and absolute discretion to award a substitute prize of equal or greater value if a particular prize is unavailable or cannot be awarded, in whole or in part, for any reason. If the actual value of the prize turns out to be less than the stated amount, the difference will not be awarded in cash.

4. **ELIGIBILITY:** Subject to the eligibility restrictions set forth below, the Sweepstakes is open to legal residents of the United States who: (i) are at least 18 years of age or older at time of entry; (ii) submit an online entry form or a mail-in entry form during the Promotional Period; (iii) provide valid and accurate information in the entry form, including full name and valid email address; and (iv) comply with these Official Rules.

(a) **Restrictions.** Sponsor, and its officers, directors, employees, and representatives are ineligible to enter the Sweepstakes or win a prize. Immediate Family Members of such individuals are also not eligible to enter or win. "Immediate Family Members" shall mean parents, stepparents, legal guardians, children, stepchildren, siblings, stepsiblings, or spouses. This Sweepstakes is subject to all applicable federal, state and local laws and regulations and is void where prohibited or restricted by law.

5. **HOW TO ENTER:** No Purchase Necessary. Entrants may request to enter the Sweepstakes during the Promotional Period by completing and submitting an official online entry form at <https://www.gaslamp.org/HEARTOFSANDIEGO/>. By entering the Sweepstakes online, Entrants are also agreeing to receive promotional emails from the Sponsor. ONLY ONE ENTRY PER PERSON IS PERMITTED DURING THE PROMOTIONAL PERIOD. ONE ENTRY IS EFFECTIVE FOR ALL DRAWINGS THAT TAKE PLACE DURING THE PROMOTIONAL PERIOD.

Automated or robotic Entries submitted by individuals or organizations will be disqualified. Internet entry must be made by the Entrant. Any attempt by Entrant to obtain more than the stated number of Entries by using multiple/different email addresses, identities, registrations, logins or any other methods, including, but not limited to, commercial contest/sweepstakes subscription notification and/or entering services, will void all Entries by that Entrant and may disqualify the Entrant from participation in additional Sponsor sweepstakes. Determination of eligibility to participate is subject to verification as set forth below.

(a) **Alternate Means of Entry:** In lieu of entering online, interested participants may submit an entry request by mail. All such requests must be hand-written and include a valid email address or phone number for the entrant, and mailed (postage prepaid) to the Sponsor, at the address set forth below these Official Rules, with "Sweepstakes Entry Request" written on the envelope.

6. **DRAWINGS AND WINNER SELECTION:** Throughout the Promotional Period, a weekly drawing will be conducted by the Sponsor in which one (1) randomly selected prize from the pool of available prizes will be awarded to a randomly selected participant. The first such drawing shall take place on Thursday, July 7th, 2020 at a time to be determined by the Sponsor, and all subsequent drawings shall take place each Thursday thereafter until all prizes are awarded.

No Entrant will be declared a valid winner until the potential winner has been officially notified, and verification of identity, eligibility, and compliance with these Official Rules is properly completed by Sponsor. If Sponsor, in its sole discretion, determines that a potential winner is not eligible, the prize will be forfeited and, and another potential winner for that prize will be randomly selected.

In order to be declared a valid winner and receive a prize, a potential winner must: (1) conform to the eligibility requirements set forth in these Official Rules; (2) complete and return the Prize Claim Documents; and (3) grant permission to Sponsor and its agents and affiliates to utilize the winner's first name and last initial when announcing winners via the Internet, Twitter, Facebook, LinkedIn and other social media platforms and other media (except where such usage is legally prohibited), without notice, review or approval.

7. **WINNER NOTIFICATION:** Winner(s) will be notified by email or phone at the email address (or

number) provided in the entry form approximately 24-48 hours after the random drawing. Sponsor is under no obligation to notify winners in any manner other than by email or phone. To claim the Prize, the winner will be required to complete, sign, and return a Prize Claim Form featuring an Affidavit of Eligibility and where lawful a Publicity Release, and upon request provide Sponsor with a true copy of a government issued photo identification and other required proof of eligibility (collectively, the "Prize Claim Documents").

Prize Claim Documents must be completed and returned within seventy-two (72) hours after the prize notification email has been sent. If Prize Claim Documents are not returned timely, or if the Prize notification email or Prize is returned as non-deliverable, or if the potential winner is found to be ineligible or otherwise not in compliance with these Official Rules, the awarded prize will be forfeited, and another winner will be chosen in the manner described in these Official Rules. Sponsor is not responsible for any delay or failure to receive notification for any reason, including inactive email account(s), technical difficulties associated therewith, or Winner's failure to adequately monitor any email account. Any winner notification not responded to or returned as undeliverable may result in prize forfeiture.

8. **PRIZE DELIVERY:** Awarded prizes will be mailed to the winner within ten (10) days following Sponsor's receipt of all requested Prize Claim Documents. Sponsor and its associated agencies and companies will not be liable for any delays in transit, or any damage, loss, theft, or misdelivery of a prize.
9. **PRIVACY:** Any personal information supplied by Entrants will be subject to the privacy policy of the Sponsor posted at <https://www.gaslamp.org/privacy>. By entering the Sweepstakes, Entrants agree to receive promotional emails from Sponsor or its subsidiaries or agents on their behalf. Sponsor will hold any personal details it is entitled to hold on its own or a duly authorized agent's database for the purposes of optimizing its commercial offering to consumers, actual or potential. Entrants may withdraw their consent to receive emails from Sponsor at any time by clicking "unsubscribe" in any sponsor emails. Further by entering the Sweepstakes, Entrants grant Sponsor permission to share their email address and any other personally identifiable information with any employees or agents of the Sponsor for the purpose of administration and prize fulfillment, including use in a publicly available Winners list.
10. **LIMITATION OF LIABILITY:** Neither Sponsor, nor its parents, subsidiaries, affiliates, officers, directors, employees, representatives, agents, and/or marketing partners (the "Sponsor Entities") will have any liability whatsoever for, and shall be released and held harmless by all Entrants from and against any liability whatsoever that may result, in whole or in part, directly or indirectly, from any Entrant's entry, creation of an entry or submission of an entry, acceptance, possession, loss, misuse or use of a prize or by virtue of their participation in this Sweepstakes or any other sweepstakes that may be conducted by the Sponsor. Without limiting the foregoing, Entrants understand and agree that, by participating, they are waiving any right to sue the Sponsor Entities under any state or federal statute, rule, or regulation, either individually or as a member of any class action.

By entering the Sweepstakes, each Entrant accepts and agrees to be bound by these Official Rules and the decisions of the Sponsor. Sponsor Entities are not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Sweepstakes or for any technical or human error which may occur in the processing of entries in the Sweepstakes. Sponsor Entities assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of entries. Sponsor Entities are not responsible for any problems or technical malfunction of any telephone network or lines, computer systems, servers or providers, computer equipment or software on account of technical problems or traffic congestion on the Internet or combination thereof, including injury or damage to entrants or to any other person's computer related to or resulting from participating or downloading materials in the Sweepstakes. If,

for any reason, the Sweepstakes is not capable of running as planned for any reason, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Sweepstakes, Sponsor reserves the right to suspend, modify or terminate the Sweepstakes, and select any winner from entries received prior to the action or event in question or as otherwise deemed fair and appropriate by Sponsor, without liability.

Sponsor is not responsible for lost, late, misdirected, incomplete, invalid, unintelligible, or non-delivered entries. Persons who tamper with or abuse any aspect of the Sweepstakes, as solely determined by Sponsor, will be disqualified. Any use of robotic, automatic, macro, programmed, third party or like entry methods will void all such entries by such methods, and disqualify any entrant using such methods.

11. GOVERNING LAW; DISPUTES: The laws of the United States and the State of California shall apply to this Sweepstakes, without regard for conflict of law rules. Any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, via binding arbitration to be exclusively conducted in San Diego, California in accordance with the rules of the American Arbitration Association. Participants shall not be required to personally appear in any arbitration proceedings.

12. WINNER LIST/OFFICIAL RULES: Following the conclusion of the Promotional Period, interested persons may request a list of Winners by mailing a request to the Sponsor at the address set forth below. Sponsor is under no obligation to respond to any requests received more than one (1) year following the conclusion of the Promotional Period.

SPONSOR:

The Gaslamp Quarter Association
614 Fifth Avenue, Suite E
San Diego, CA 92101