# The Los Angeles Times Experiences: An Extraordinary Sweepstakes – World Series of Beach Volleyball Experience OFFICIAL RULES

- 1. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS PROMOTION.
- 2. The Los Angeles Times Experiences: An Extraordinary Sweepstakes World Series of Beach Volleyball Experience (the "<u>Promotion</u>") is sponsored by Los Angeles Times Communications LLC, 202 W. 1<sup>st</sup> St, Los Angeles, CA, 90012 ("<u>Sponsor</u>"). Promotion is offered only in the following California counties: Los Angeles, Orange, Ventura, San Bernardino, Santa Barbara, Riverside, and San Diego ("<u>Promotion Area</u>"). Void outside Promotion Area and where prohibited.
- 3. Sponsor will be entitled to interpret these Official Rules including but not limited to rules regarding entries, deadlines, winner selection, prize restrictions, and eligibility and all of Sponsor's decisions are final. By entering, entrants agree to these Official Rules.
- 4. Promotion begins on July 25, 2016 at 12:01 AM PT and runs through August 7, 2016 at 11:59 PM PT ("Promotion Period"). Sponsor's computer is the official time-keeping device for this Promotion.

## **ELIGIBILITY**

- 5. To be eligible, each entrant must be at least 21 years old and be a legal resident of the Promotion Area (above) as of the Promotion start date.
- 6. Officers, directors, members, owners, and employees of Sponsor, Tribune Publishing Company, and their respective subsidiaries and affiliated companies, any prize supplier or entity directly involved in the development or administration of this Promotion, and the immediate family members (defined as spouse, children, parents, siblings, grandparents, and grandchildren) of such individuals and members of their households are not eligible to enter or win. The term "household" includes all persons residing together in a single residence, whether or not related.

#### TO ENTER

7. Entries will be accepted during the Promotion Period. To enter, accurately complete an official entry form at www.latimes.com/experiences (the "Promotion Page"). If you are not already a registered user of The Los Angeles Times, you will be asked to become a registered user (registration is free) and complete an official entry form on the Promotion Page with all required information, which may include your full name, current mailing address, phone number, email address

- and age or date of birth. If you are already a registered user, visit the Promotion Page and accurately complete the entry form.
- 8. All entries must be received by Sponsor by the close of the Promotion Period. Proof of sending is not proof of receipt by Sponsor. Sponsor will not accept screen shots as proof of entry.
- 9. Limit one entry per person and per email address. Additional entries received from any such person or email address thereafter will be subject to disqualification. Any use of robotic, repetitive, automatic, programmed, script, macro, or any other automated means or similar entry methods or agents (including, but not limited to, contest-entry services or multiple or different email addresses, identities, registrations or logins) is prohibited and will void all entries submitted by that entrant. No group submissions will be accepted.
- 10. Entries must include a valid email address for the entrant. Sponsor is not responsible for electronic communications that are undeliverable as a result of any form of passive or active filtering of any kind. If there is a dispute as to the identity or eligibility of a winner based on an email address, the entry will be deemed made by the "Authorized Account Holder" of the email address used for entry. The Authorized Account Holder is the natural person who is assigned to the email address by the relevant Internet access provider, online service provider, or other organization responsible for assigning email addresses for the corresponding domain.
- 11. Entrants who fail to provide any required information may be disqualified without further notification by Sponsor. Sponsor is not responsible for entries that are lost, misdirected, garbled, distorted, truncated, incomplete, illegible, incorrect or late for any reason, and all such entries are void. Sponsor reserves the right in its sole discretion to disqualify any entry at any time that in its opinion does not comply with these Official Rules. Received entries become the property of Sponsor and will not be returned or acknowledged.
- 12. The information that you provide in connection with the Promotion will be used by Sponsor in accordance with its Privacy Policy, which is found at <a href="http://www.tribpub.com/privacy-policy/">http://www.tribpub.com/privacy-policy/</a> and which may be updated from time to time.

# SELECTION, NOTIFICATION AND VERIFICATION OF WINNER

13. On August 8, 2016 or within a reasonable time thereafter, Sponsor or its designee will randomly choose one name from all eligible entries. Subject to verification of eligibility, the person whose name is so drawn will be declared the winner. The odds of winning depend on the number of eligible entries.

- 14. Sponsor will attempt to contact potential winner in accordance with the information supplied to Sponsor on his or her entry. Winner must respond to initial notification within 48 hours and may be required to present valid photo identification, proof of age, residency, signed affidavit or declaration of eligibility, liability release, publicity release, tax forms and/or other legal documents to Sponsor no later than 48 hours after Sponsor sends the same to winner. Sponsor may in its sole discretion allow transmission of verification documents via fax or email. Sponsor is not responsible for loss or damage to prize once the prize is in winner's possession.
- 15. If the potential winner: (a) cannot be contacted directly by, or does not respond to, Sponsor within 48 hours of initial attempted notification, (b) fails to satisfy any eligibility or verification requirement herein, (c) declines to accept the prize, (d) fails to return required documents or provide required identification by the deadlines established by Sponsor, or (e) is otherwise determined to be ineligible, Sponsor in its discretion may disqualify that individual and an alternate winner may be chosen by random drawing as soon as reasonably practicable after such disqualification. Any alternate winner is subject to all eligibility requirements and restrictions of these Official Rules. If a winner cannot be verified for the prize after one alternate drawing or there is not enough time remaining prior to the Event (defined below) to verify the winner for such prize, no further drawings will be held for that prize and that prize will not be awarded.
- 16. Sponsor may, in its sole discretion, post the verified winner's name on the Promotion Page and/or any of Sponsor's websites.

#### **PRIZE**

17. Prize: Three days of hospitality (August 26-28, 2016) for two at the Asics World Series of Beach Volleyball in Long Beach (the "Event"). Prize also consists of: Meet & Greet with professional players, Sand Access for two at the WSOBV Concert Series, Two Dinner Tickets to attend the Legends Night Celebration on Friday, August 26. Two-night hotel stay for two on August 26 & 27 (double room, standard accommodations), WSOBV gift bag, and \$100 AMEX gift card. Approximate retail value: ("ARV"): \$6,500. If actual value is less than stated ARV, difference in prize value will not be awarded.

## PRIZE RESTRICTIONS

18. Once winner is verified, prize will be delivered to winner in a manner to be determined by Sponsor. Sponsor not responsible for loss, delay, or damage in delivery. Sponsor may choose to deliver prize to winner personally and to record the awarding of the prize audiovisually and with still photography. If so, winner

- agrees to make himself/herself available for the prize delivery as reasonably requested by Sponsor.
- 19. None of Sponsor nor any other prize provider will be responsible for any cancellations, delays or substitutions or any acts or omissions whatsoever by the Event, and no alternate prize will be provided if all or a portion of the Event is cancelled. If meet and greet does not occur for any reason, no alternate prize will be awarded. Gift card and Event tickets subject to terms and conditions thereon.
- 20. All prize details will be at Sponsor's sole discretion. Winner assumes sole responsibility for all expenses and incidental costs associated with the prize not explicitly outlined above, including without limitation, all federal, state and local income, sales and use taxes (if any), or any other taxes, fees, and surcharges, gratuities, tips, transportation, parking, souvenirs, concessions, upgrades, personal items, and incidentals. Winner will be issued an IRS 1099 MISC tax form (or its equivalent) for the ARV of the prize awarded if required. Winner may also be required to provide Sponsor a valid social security number for tax purposes. Guest of winner (and parent or legal guardian of guest who is minor) may be required to sign and return liability/publicity release prior to attending Event with winner. Guest who is a minor must be accompanied at all times by parent or legal guardian.
- 21. Prize is not transferable or redeemable for cash and may not be sold, bartered or auctioned. Prize may not be substituted except that Sponsor in its discretion may substitute a prize, or portion thereof, with a prize or portion of equal or greater value as determined by Sponsor in its sole discretion if it deems necessary. Any such changes will be announced by Sponsor.
- 22. Any portion of the prize not used by winner is forfeit and no cash substitute will be offered or permitted.

## **PUBLICITY RELEASE**

23. By accepting a prize, the winner and his or her guest grant Sponsor the right to publicize his or her name, photographs (including the use and appearance of their photograph on Sponsor's websites), likeness, biographical information, voice and details of winning for purposes of this and future promotions without further compensation, except where prohibited.

# LIMITATION OF LIABILITY & DISCLAIMER OF WARRANTIES

24. Entrants agree that the Sponsor, World Series of Beach Volleyball, Tribune Publishing Company, all prize providers and co-sponsors, any other company involved in the development or administration of this Promotion, and all of their respective subsidiaries and affiliated entities, and each of their respective,

officers, directors, members, owners, employees, agents, agencies, franchisees, promoters, prize suppliers, and related persons (collectively, "Released Parties"): (a) are not responsible for technical failures of any kind, including but not limited to lost, disconnected, interrupted, or unavailable network, server, or other connections, late, lost, undeliverable, damaged or stolen mail, or for any failed telephone or computer hardware or software, or for any failed, delayed, misdirected, corrupted, or garbled transmissions or errors of any kind, whether human, mechanical, or electronic, or for entries that for any reason are not received by Sponsor by the deadline stated above: (b) are not responsible for any incorrect or inaccurate information, whether caused by entrants, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Promotion or in the printing of this offer, administration of this Promotion, or in the announcement of the prize; (c) are not responsible for any injury or damage to any computer, modem or other electrical device as a result of participation in this Promotion or downloading of any software or materials; (d) are not responsible for unauthorized human intervention in any part of the Promotion; (e) are not responsible for any printing, typographical, technical, computer, network or human error that may occur in the administration of the Promotion, the acceptance of entries, the selection of winner, the prize or otherwise in any Promotion-related materials; (f) are not responsible for any unauthorized third party use of any entry; (g) are not responsible for the inability to select winner because of postal failure, equipment failure, or data storage failure; and (h) are released from any and all alleged, existing, or future actions, claims, and/or liabilities of whatever nature including, but not limited to, personal injury, bodily injury (including, without limitation, wrongful death and disability), property damage, and expense (including, without limitation, reasonable attorneys' fees) and loss or damage of any other kind, arising in whole or in part directly or indirectly, from participating in the Promotion (in whole or in part), the use (including modification, adaptation, and reproduction) of entry materials during or after the Promotion, and the delivery, acceptance, possession, redemption, use, misuse, loss, or misdirection of the prize or any part thereof, including without limitation any injury, loss, and/or damage that result from attendance at the Event.

25. RELEASED PARTIES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE), INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. RELEASED PARTIES WILL NOT BE LIABLE OR RESPONSIBLE FOR THOSE GUARANTEES OR WARRANTIES MADE OR OFFERED BY ADVERTISERS, PARTNERS, MANUFACTURERS OR SUPPLIERS, INCLUDING THOSE RELATED TO THE PRIZE. UNDER NO CIRCUMSTANCES WILL RELEASED PARTIES BE HELD RESPONSIBLE OR LIABLE FOR YOUR USE OF THE INFORMATION AND/OR PRODUCTS PROVIDED AND/OR MADE AVAILABLE THROUGH THE PROMOTION OR FOR ERRORS OR ANOMALIES RESULTING IN THE UNINTENDED OR

ERRONEOUS PARTICIPATION, PRIZE AWARD OR OTHER BENEFITS UNDER THESE OFFICIAL RULES. RELEASED PARTIES OFFER NO ASSURANCES, GUARANTEES OR WARRANTIES THAT THE PROMOTION OR RELATED WEBSITES WILL BE UNINTERRUPTED OR ERROR-FREE AND DO NOT GUARANTEE THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE PROMOTION.

26. BY ENTERING THE PROMOTION AND/OR ACCEPTING A PRIZE, YOU AGREE THAT THE RELEASED PARTIES WILL NOT BE LIABLE FOR, AND WILL BE HELD HARMLESS BY YOU AGAINST, ANY LIABILITY FOR ANY DAMAGE, INJURY OR LOSS TO PERSON (INCLUDING DEATH) OR PROPERTY RELATED IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, TO THE ACCEPTANCE, POSSESSION, REDEMPTION, USE OR MISUSE OF THE PRIZE OR ANY PART THEREOF, PARTICIPATION IN ANY PRIZE-RELATED ACTIVITY OR TRAVEL, USE BY A RELEASED PARTY OF ANY ENTRY, PARTICIPATION IN THE PROMOTION, OR ANY OTHER CLAIM OR CAUSE OF ACTION YOU MAY HAVE AGAINST A RELEASED PARTY.

#### **TRADEMARKS**

27. All third party trademarks mentioned herein are the property of their respective trademark owners. The use or mention of such third party trademarks in these Official Rules or in the Promotion is solely for descriptive purposes and will in no way imply an endorsement or sponsorship of the Promotion or grant to any third party the right to use any such trademarks for any purpose without the prior written consent of the trademark owners.

# **MISCELLANEOUS**

- 28. Sponsor reserves the right to cancel, suspend or terminate this Promotion or any part thereof if Sponsor determines, in its sole discretion, that the security, administration, fairness and/or operation of the Promotion has been corrupted or impaired by any non-authorized intervention, network failure, information storage failure, telecommunications failure, malfunction, or any other cause beyond Sponsor's control. In such an event, Sponsor will post notice of same at the Promotion Page and at <a href="www.latimes.com/experiences">www.latimes.com/experiences</a> and select the winner by conducting a random drawing from among all eligible, non-suspect entries received prior to the suspension, cancellation or termination of the Promotion or in such other manner as Sponsor, in its sole discretion, deems fair and appropriate under the circumstances.
- 29. Sponsor reserves the right to disqualify any individual from further participation in the Promotion if Sponsor concludes, in its sole discretion, that such person: (a) has attempted to tamper with the entry process or other operation of the Promotion, (b) has disregarded or has attempted to circumvent these Official Rules, (c) has committed fraud or attempted to undermine the legitimate

operation of the Promotion; or (d) has acted toward any Promotion Party or any other entrant in an unfair, inequitable, annoying, threatening, disrupting or harassing manner. Tampering includes attempting to enter more than the number of times permitted herein, including through the use of any prohibited device or method. Any failure by Sponsor to enforce any of these Official Rules will not constitute a waiver of such Official Rules.

- 30. All activity arising out of and relating to the Promotion, including any reference to an entrant's status as a "winner," is subject to verification and/or auditing for compliance with the Official Rules, and by participating in the Promotion entrants agree to cooperate with Sponsor concerning such verification and/or auditing. If Sponsor determines, in its sole discretion, that verification or auditing activity evidences non-compliance of an entry and/or entrant with the Official Rules, Sponsor reserves the right to disqualify such entry and/or entrant from the Promotion and any prize at any time. If a dispute arises regarding compliance with these Official Rules, Sponsor may consider, in its sole discretion, data reasonably available to Sponsor through information technology systems in Sponsor's control, but Sponsor shall not be obligated to consider any data or other information collected from any other source.
- 31. Sponsor reserves the right to correct typographical, printing or clerical errors in any Promotion-related materials. No more than the stated number of prizes will be awarded. If production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing from among all legitimate, unawarded, eligible prize claims.

## **DISPUTES**

- 32. By entering the Promotion, entrants agree that: (a) any and all disputes, claims, and causes of action arising out of or connected with the Promotion, or prize awarded, must be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards will be limited to actual out-of-pocket costs incurred, including costs associated with entering the Promotion, but in no event attorneys' fees; and (c) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses. Some jurisdictions do not allow for limitations on the ability to pursue class action remedies, or certain kinds of damages, and so these limitations may not apply to you.
- 33. If there is any discrepancy or inconsistency between any terms or conditions of these Official Rules and any disclosures or other statements contained in any other Promotion-related materials, including but not limited to the Promotion entry

- forms, or the point of sale, television, print, mobile or online advertising, the terms and conditions of these Official Rules will prevail, govern and control.
- 34. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrants or Released Parties in connection with the Promotion, will be governed by California law, without giving effect to any choice of law rules that would cause the application of the laws of any jurisdiction other than California. All entrants expressly agree that any legal proceedings arising out of or relating in any way to this Promotion or these Official Rules must be brought only in the federal or state courts located in Los Angeles, and entrants consent to the mandatory and exclusive jurisdiction in such courts with respect to any such legal proceedings.
- 35. If any provision of these Official Rules is determined to be invalid or otherwise unenforceable or illegal, these Official Rules will otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

#### WINNER'S NAME/OFFICIAL RULES

36. For a copy of the Official Rules or the final Winner's Name (available after August 8, 2016 mail a SASE to: WSOBV Experience Sweepstakes c/o LA Times, 202 W. 1<sup>st</sup> St, 8<sup>th</sup> Floor, Los Angeles, CA, 90012, specifying either "Winner's Name" or "Official Rules." Requests for Winner's Name must be received by no later than September 31, 2016.