

## **SDAF ORCHIDS & ONIONS SWEEPSTAKES RULES**

1. **GENERAL.** Sponsor is San Diego Architecture Foundation, P.O. Box 122228, San Diego, CA 92112-2228 ("Sponsor"). Entrants agree to these Official Rules and the decisions of Sponsor, which are final and binding in all respects. All federal, state, and local laws, rules and regulations apply. Void where prohibited or restricted.
2. **ELIGIBILITY.** Open only to legal residents of the United States (including the District of Columbia) and Canada, who are 18 years of age or older at the time of entry, as confirmed on valid photo identification. Promotion excludes residents of Quebec, Puerto Rico, Rhode Island and all U.S. territories and possessions. Employees or administrators of Sponsor or any of their respective subsidiaries, affiliates, parent companies, distributors, divisions, and agencies, as well as members of such employees' immediate families (parent, grandparent, child, sibling and spouse or "step" of any of the foregoing) and individuals living in the same household (whether or not related) are not eligible to participate or win.
3. **ENTRY PERIOD.** Promotion begins September 1, 2019 at 8:00 a.m. Pacific Standard Time (PST), and ends September 15, 2019 at 12:00 p.m. PST ("Event Period").
4. **PRIZE.** Prize consists of two (2) tickets to SDAF's Orchids & Onions event to be held on October 3, 2019 at the U.S. Grant Hotel in San Diego, California. Prize must be used by October 3, 2019. Approximate Retail Value (ARV) of Prize is up to \$250.
5. **PRIZE RESTRICTIONS:** Prize may not be extended, transferred, substituted or redeemed for cash. Winner is solely responsible for any costs associated with the prize not explicitly outlined above, including but not limited to parking, alcoholic beverages (beyond those included with the ticket), tips, gratuities, transportation, and any other unspecified expenses associated with acceptance or use of prize. Prize is provided "as is" with no warranty or guarantee either expressed or implied by Sponsor. Guest of Prize winner must be at least 18 years of age and will be required to execute and return a liability release and publicity release prior to confirmation of reservations.
6. **TO ENTER: NO PURCHASE NECESSARY.** To enter "SDAF ORCHIDS & ONIONS SWEEPSTAKES" join the SDAF subscriber list via link on [www.sdarchitecture.org](http://www.sdarchitecture.org) during the designated sweepstakes timeframe. Existing SDAF subscribers may enter sweepstakes by liking and sharing posted O+O content on Facebook, Instagram, and LinkedIn during the designated sweepstakes timeframe. Sponsor will not acknowledge receipt of entries. Any entries submitted beyond the limits specified herein are void. The number of eligible entries is unlimited. An email address may only be used once, and not for multiple entrants. Subsequent attempts made by the same individual to enter by using multiple email addresses or otherwise will be disqualified. Entries generated by script, macro or other automated or mechanical means are void.
7. **WINNER SELECTION/NOTIFICATION.** On Sept 15, 2019, or within a reasonable time thereafter, Sponsor will conduct a random drawing from all entries received to determine the potential winner. Subject to the eligibility requirements of these rules, the individual whose entry is drawn will be declared the winner. Winner will

be announced by September 15, 2019 or within a reasonable time thereafter. Winner will be notified via email. Odds of winning depend on the number of entries received. To claim the prize, each potential winner must follow the instructions contained in his/her notification.

8. **AFFIDAVIT OF ELIGIBILITY AND RELEASE.** As a condition of receiving the prize and within fourteen (14) days of the date on the notification letter, the winner must provide valid photo identification featuring his or her name and address; offer proof of proper age and residency that satisfy the eligibility requirements of these rules, and sign an affidavit of eligibility and release supplied by Sponsor which, among other disclaimers, releases Sponsor, and a range of subsidiaries, directors, agents, agencies, affiliates, advertisers, promoters, officers, directors, employees and related persons from any and all liability related to this Promotion and the receipt and use of the prize. Failure to return these documents in the time noted, return of prize notification as undeliverable, Sponsor's determination of ineligibility, failure to claim prize, or noncompliance with these Official Rules, will result in disqualification and forfeiture of the prize and an alternate winner will be selected at random from the remaining entries. Alternate winner is subject to all eligibility requirements of these Official Rules.
9. **RELEASE:** By accepting prize, winner agrees to release and hold harmless Sponsor from any and all liability for any injuries, loss or damage of any kind to person, including death, and property, arising in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of prize, participation in any Promotion related activity, or participation in this Promotion.
10. **MISCELLANEOUS.** Sponsor reserves the right to correct typographical, clerical or printing errors in any Promotion materials. Sponsor reserves the right to cancel, terminate, modify or suspend this Promotion or any part of this Promotion should anything beyond its control, corrupt or impair the security, administration, fairness and/or operation of this Promotion as determined by Sponsor in its sole discretion. In such event, Sponsor will conduct a drawing to award the prize using all non-suspect entries received as of the time of cancellation, termination, modification or suspension. Sponsor is not responsible for any liability or damage of any kind related to this Promotion. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Promotion; to be acting in violation of the Official Rules; or to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any use of robotic, automatic, macro, programmed or like entry methods will void all such entries by such methods. In the event of a dispute as to entries submitted by multiple users having the same email account, the authorized subscriber of the email account used to enter the Promotion at the actual time of entry will be deemed to be the participant and must comply with these rules. Authorized account subscriber is deemed to be the natural person who is assigned an email address by an Internet access provider, on line service provider or other organization which is responsible for assigning email addresses or the domain associated with the submitted email address. Any person attempting to defraud or tamper with this Promotion in any way will be ineligible for prizes and may be prosecuted to the full extent of the law.

11. **CONSENT TO USE OF INFORMATION.** Except where prohibited by law, winner agrees to grant to Sponsor, the right to print, publish, broadcast and use, worldwide in any media now known or hereafter developed, including but not limited to the world wide web, at any time or times, the winner's name, portrait, picture, voice, likeness and biographical information as news or information and for advertising and promotional purposes without additional consideration.
12. **LIMITATIONS OF LIABILITY.** Sponsor is not responsible for incomplete, misdirected, delayed, undelivered, inaccurate, late, garbled entries, or for incorrect or inaccurate transcription of entry information, or for entries that for any reason are not received by Sponsor by the stated deadlines. Sponsor is not responsible for any human error, technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, inability to access any web site or internet service, or any other error or malfunction, including printing or typographical errors, relating to or in connection with the Promotion, including, without limitation, errors which may occur in connection with the administration of the Promotion, the processing of entries, the announcement of the prizes or in any Promotion-related materials. Sponsor is not responsible for injury or damage to participant's or to any other person's computer related to or resulting from participating in this Promotion or downloading materials from or use of the Web site. IN NO EVENT WILL SPONSOR, THEIR LICENSEES, REPRESENTATIVES, PARENTS, AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, THEIR ADVERTISING OR PROMOTION AGENCIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF PROMOTION WEB SITE OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID SITE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THIS SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.
13. **DISPUTES.** As a condition of participating in this Promotion, entrant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Promotion, shall be resolved individually, without resort to any form of class action, exclusively, before a court located in San Diego having competent jurisdiction, which Court shall apply the laws of California without regard for doctrines of Conflict of Law. Further, in any such dispute, under no circumstances will participant be permitted to obtain

awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses, and participant further waives all rights to have damages multiplied or increased.

14. WINNER'S LIST. Winner's identity can be obtained after September 15, 2019 by writing and sending a SASE to: SDAF/HDC Sweepstakes, c/o San Diego Architectural Foundation, P.O. Box 122228, San Diego, CA 92112-2228.