

# Contest 2022 Terms and Conditions

## WIN A 2-NIGHT STAY IN WEST HOLLYWOOD 2022 OFFICIAL SWEEPSTAKES RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.**

This Sweepstakes is governed exclusively by the laws of the United States or the District of Columbia. You are not authorized to participate in the Sweepstakes if you are not located within the United States or the District of Columbia.

### 1. DATES OF SWEEPSTAKES

Sweepstakes begins at 12:00 AM Pacific Time ("PT") on April 1, 2022 and ends at 12:00 AM PT on July 1, 2022 (the "Sweepstakes Period").

### 2. ELIGIBILITY

Sweepstakes is open only to legal residents of one of the 50 United States or the District of Columbia ("Territory"), who are twenty-one (21) years of age or older as of the date of entry (the "Entrant"). Void outside the Territory, and where prohibited, taxed or restricted by law. Officers, directors, managers, and employees of West Hollywood Marketing Corporation (the "Sponsor"), and each of its respective parents, subsidiaries, affiliates and related companies, as well as immediate family members and/or those living in the same household of each such person, are not eligible to participate. "Immediate family member" shall be deemed to mean husband, wife, children, mother, father, sister, sister in-law, brother or brother in-law. Sweepstakes may only be entered in or from the fifty (50) United States or the District of Columbia, and entries originating from any other jurisdiction are not eligible for entry. All federal, state and local laws and regulations apply.

### 3. HOW TO ENTER.

There are two (2) ways to enter:

ONLINE: During the Sweepstakes Period, an Entrant may enter the Sweepstakes by going to the website: <https://www.visitwesthollywood.com/lgbtq/> and filling in the

Entrant's name, email address and voluntarily checking to opt in or out of email communications from Sponsor.

ALTERNATIVE METHOD OF ENTRY (AMOE) NO PURCHASE EMAIL ENTRY: To enter without entering through a website pursuant to above, send an email to [winning@visitwesthollywood.com](mailto:winning@visitwesthollywood.com), and include your first/last name and date of birth. All emails must be received by 12:00 AM PT on July 1, 2022. There is a limit of one (1) emailed entry per email. Each email is considered one (1) entry into the Sweepstakes. Multiple entries submitted or completed by anyone other than the Entrant are void. Emailed entries must contain all entry fields outlined above; otherwise, they are void and will not be eligible to win.

Regardless of the entry method used to enter the Sweepstakes, there is a limit of one (1) entry per Entrant for the entire Sweepstakes Period. Any attempt by an Entrant to obtain more than the stated number of entries by using multiple/different identities, and/or any other methods will void that Entrant's entry and that Entrant may be disqualified from the Sweepstakes. Entries submitted by anyone other than the Entrant are void. In case of dispute as to the identity of any Entrant, entry will be declared made by the registered name and address on such entry or the authorized account holder of the email address. Any potential prize winner may be requested to provide Sponsor with proof that such person is the prize winner.

Sponsor is not responsible for any entry that is lost, late, illegible, stolen, mutilated, incomplete, invalid, unintelligible, postage-due, misdirected or undeliverable, whether due to system errors, omissions, interruption, deletions, defects, delay in operations or transmissions, theft or destruction or failures, faulty transmissions or other telecommunications malfunctions, human error, entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, failed, incomplete or garbled computer or telephone transmissions, typographical or system errors and failures, faulty transmissions, technical malfunctions, or otherwise. Only fully completed entries are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.

#### 4. DRAWING/ODDS

On July 1, 2022, one (1) potential grand prize winner will be selected in a random drawing from all eligible entries regardless method of entry received by the Sponsor. Odds of winning depend on the number of eligible entries received for the Sweepstakes during the Sweepstakes Period. By entering the Sweepstakes, Entrants fully and unconditionally agree to be bound by these

Official Rules and the decisions of the Sponsor, which will be final and binding in all matters relating to the Sweepstakes.

## 5. PRIZES

One (1) grand prize will be awarded, consisting of the following:

- Standard hotel accommodations (one room with double occupancy) for two (2) nights at a participating hotel.

The grand prize has an estimated approximate retail value (ARV) of \$1,000.00 US, depending on Winner's date and time of travel (a "Grand Prize"). The redemption period for the Grand Prize is between July 1, 2022 and December 31, 2022.

## 6. PRIZE RESTRICTIONS

All prizes are non-transferable or assigned and no substitutions or cash redemptions; except at Sponsor's sole discretion or as otherwise provided herein. Sponsor will not replace any lost or stolen prizes. In the case of unavailability of any prize, Sponsor reserves the right to substitute a prize of equal or greater value. The prize winner is solely responsible for all applicable federal, state and local taxes, including taxes imposed on his/her income. No more than the stated number of prizes set forth in these Official Rules will be awarded. Except where prohibited by law, participation in this Sweepstakes and/or acceptance of a prize constitutes permission for the Sponsor to use the entrant's name, photograph, likeness, statement, biographical information, voice, and address (city and state) on a worldwide basis and in all forms of media, in perpetuity and without further compensation or limitation in connection with this Sweepstakes.

The Grand Prize can be redeemed between July 1, 2022 and December 31, 2022 (The "redemption period"). Winner and his or her guest must travel together on the same itinerary and possess all required official government required travel documents, including a valid photo ID or valid passport (as applicable). Winner and winner's guest are responsible for all costs and expenses associated with prize acceptance and use not specified herein as being provided, including, but not limited to, additional meals, health and travel insurance, gratuities, applicable taxes, incidentals, and all other expenses not specifically mentioned above including, without limitation, room service, in-room movies, and taxis. Any unused portion of the grand prize is forfeited. Prize winner will not receive cash or any other form of compensation if actual value of the Prize is less than the prize ARV in these Official Rules. Sponsor reserves the right to select hotel in its sole

discretion. In the event winner and/or his/her guest engages in behavior that (as determined by Sponsor in its sole and absolute discretion) is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the trip, in whole or in part, and send winner and/or his or her guest home with no further compensation (and Winner and their guest may be liable to the Sponsor or any third parties for any loss, injury or damage they may have caused). Winner and guest must comply with all venue rules and regulations.

All taxes or expenses, including federal, state, and provincial income tax, sales tax, luxury tax or other taxes, and any other costs incurred in claiming or enjoying the grand prize, and not expressly included in the grand prize description, are the sole responsibility of the winner. No transfers, refunds, substitutions or replacements of grand prize are permitted except at Sponsor's sole discretion, and then only for a prize of equal or greater value. Any portion of a grand prize not accepted or unclaimed and/or unused by the winner will be forfeited and will not be substituted.

## 7. NOTIFICATIONS/CLAIMS

The Grand Prize winner will be notified by the Sponsor by email (or mail if entered by AMOE) on or about July 1, 2022 (the "Notification"). Grand Prize winner (and their guest) will be required to sign and return (except where prohibited) an Affidavit of Eligibility and Liability/Publicity Release and for US entrants only, a W-9 tax form (the "Paperwork") within fourteen (14) days of the Notification. If any Grand Prize winner is considered a minor in his/her jurisdiction of residence (but must be over the age of 18), the Paperwork must be completed and signed by his/her parent or legal guardian and such Grand Prize will be delivered to minor's parent/legal guardian and awarded in the name of parent/legal guardian.

After verification of the Affidavit, Grand Prize will be mailed using the United States Postal Service. Potential Grand Prize winner must return the Paperwork within the date and time indicated in the Notification. If the potential Grand Prize winner fails to return the Paperwork within the date and time indicated in the Notification, or is found to be ineligible, or if he/she does not comply with the Official Rules, such potential Grand Prize winner and his/her entry will be disqualified and another potential Grand Prize winner will be selected from the remaining eligible entries received. If the Notification is returned as undeliverable, this will result in disqualification and an alternate Grand Prize winner will be selected from all remaining eligible entries.

The value associated with the Grand Prize is taxable in the US as income and the Grand Prize winner is solely responsible for any applicable taxes, including, but not limited to all applicable federal, state and local taxes that become due with respect to the value of the Grand Prize. The Sponsor must report the value of the Grand Prize to the Internal Revenue Service in the year the Grand Prize is received by the Grand Prize winner and will be reported to the Grand Prize winner and the Internal Revenue Service in the form of a Form 1099. Grand Prize winners will be given their Grand Prize within 4 weeks from receipt of the signed Paperwork. No compensation will be provided for any prizes that are not able to be awarded to a prize winner.

If: (a) any prize notification is returned as undeliverable, (b) potential winner does not respond to notification by email or phone within three (3) days of the date of initial notification, (c) potential winner does not comply with these Official Rules (d) potential winner's Declaration is returned as undeliverable or is not received when required, or (e) if a potential winner is disqualified for any reason, such potential winner will forfeit his or her prize and an alternate winner may be selected.

Sponsor, in its sole discretion, will attempt to contact up to three (3) potential winners of a prize in accordance with the above procedure, after which the prize in question may go unawarded if it remains unclaimed. Sponsor's decisions are final and binding in all matters relating to this Promotion.

## 8. CONDITIONS

This Sweepstakes is conducted in English. In the event of any discrepancy or inconsistency between the terms and conditions of these Official Rules or other statements contained in any Sweepstakes-related materials, the terms and conditions of these Official Rules shall prevail, govern and control. All federal, state and local taxes are the sole responsibility of the prize winners. By participating in this Sweepstakes, Entrants and prize winners agree to be bound by these Official Rules and the decisions of the Sponsor, which are final in all respects and not subject to appeal. Sponsor reserves the right to disqualify permanently from this Sweepstakes any Entrant it believes has violated these Official Rules and verify eligibility of Entrants. Neither Sponsor nor anyone acting on its behalf will enter into any communications with any Entrant regarding this Sweepstakes, except as expressly set forth in these Official Rules. By participating in this Sweepstakes, Entrants, and prize winners release the Sponsor from any and all liability, damages or causes of action (however named or described) with respect to or arising out of participation in the Sweepstakes, and/or the receipt or use/misuse of any prize awarded, including, without limitation, liability for personal injury, death or property damage. Failure to comply with these Official Rules may result in

disqualification from the Sweepstakes. All Sweepstakes materials are subject to verification and are void if (a) not obtained in accordance with these Official Rules and through legitimate channels, (b) any part is counterfeited, altered, defective, damaged, illegible, reproduced, tampered with, mutilated or irregular in any way, (c) are obtained where prohibited, or (d) they contain printing, typographical, mechanical, or other errors. Entrants assume all risk of loss, damage, destruction, delay or misdirection of Sweepstakes materials submitted to Sponsor. CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. SPONSOR'S FAILURE TO ENFORCE ANY TERM OF THESE OFFICIAL RULES SHALL NOT CONSTITUTE A WAIVER OF THESE PROVISIONS.

#### 9. CONSENT TO PUBLICITY

Winning a prize constitutes permission for Sponsor to use prize winners' names, addresses (city & state), voices and/or likenesses for purposes of advertising, promotion and publicity, for this Sweepstakes only, without further compensation, unless prohibited by law.

#### 10. INDEMNIFICATION

By participating, Entrants and prize winners agree to release, discharge, indemnify and hold harmless the Sponsor and each of their respective officers, directors, employees, representatives and agents (collectively, the "Released Parties") from and against any claims made by any Entrant, prize winner, or any other third parties, related in any way to the operation of this Sweepstakes as well as any other claims, damages or 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 receipt, acceptance, possession, misuse or use of a prize or participation in any promotion related activity or participation in this Sweepstakes.

#### 11. USE OF DATA

Sponsor will be collecting personal data about Entrants online, in accordance with its privacy policy. Please review the Sponsor's privacy policy at <https://www.visitwesthollywood.com/privacy-policy>. By participating in the Sweepstakes, Entrants hereby agree to Sponsor's collection and usage of

their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

## 12. WINNERS LIST

To obtain information about the winners list, interested individuals should place a self-addressed, stamped business-sized envelope in an envelope and mail it to: 1017 N. La Cienega Blvd. Suite 400, West Hollywood, California 90069. Winners' list requests will only be accepted after the end of the Sweepstakes Period and must be received by one (1) year after the end of the Sweepstakes.

## 13. TERMINATION/SUSPENSION/MODIFICATION OF SWEEPSTAKES

If for any reason this Sweepstakes is not capable of running as planned, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity, fulfillment, or proper conduct of the Sweepstakes, the Sponsor reserves the right at its sole discretion to terminate, modify, or suspend the Sweepstakes and to select the winner by conducting a random drawing from those eligible entries received up to the time of the termination/suspension. Sponsor may also disqualify or prohibit an entrant from participating in the Sweepstakes or winning a prize in this or any other promotion conducted by Sponsor if, at its sole discretion, it determines that said entrant has violated the Official Rules or has threatened or is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick-entry programs), or intending to annoy, abuse, threaten, or harass any other entrants, Sponsor or Sponsor representatives.

## 14. DISPUTES.

This Sweepstakes is subject solely to the applicable federal, state, and local laws of the United States; provided, however, that except where prohibited, entrant agrees that: (a) 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, and exclusively by the appropriate Federal or state courts located in the Los Angeles, California, area; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, 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, indirect, punitive, incidental, and

consequential damages and any other damages and any and all rights to have damages multiplied or otherwise increased, other than for actual out-of-pocket expenses. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

#### 15. SPONSOR

West Hollywood Marketing Corporation, 1017 N. La Cienega Blvd. Suite 400, West Hollywood, California 90069.