

## **Official Rules for Eater's MOFAD x Infiniti 'Fusco' Dining Series Ticket Giveaway**

### **No Purchase Necessary. A Purchase will not Increase Your Chances of Winning.**

1. **Eligibility:** Eater's MOFAD x Infiniti 'Fusco' Dining Series Ticket Giveaway (the "Sweepstakes") is open only to legal residents of the San Francisco Bay Area who are at least twenty-one (21) years of age. Employees, independent contractors, interns, officers, directors, and agents of Sponsor, other companies associated with the Sweepstakes, as well as the immediate family members (spouse, parents, siblings, and children, and their respective spouses) and household members of any of the foregoing are not eligible to enter.
2. **Sponsor:** The Sweepstakes is sponsored by Vox Media, Inc., 1201 Connecticut Avenue, 11<sup>th</sup> Floor, NW, Washington, DC 20036 ("Sponsor").
3. **Agreement to Official Rules:** By entering the Sweepstakes, you indicate your full and unconditional agreement to, and acceptance of, (a) these Official Rules and (b) Sponsor's decisions, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.
4. **Entry Period:** The Sweepstakes begins at 9:00am PT on October 11, 2016 and ends at 9:00am PT on October 14, 2016. Entries submitted before or after the Entry Period will not be eligible. Sponsor's computer is the official time-keeping device for the Sweepstakes.
5. **How to Enter:** To enter, visit [sf.eater.com](http://sf.eater.com) and complete the official online entry form by filling out your name and email address. There is a limit of one (1) entry per person/email address. Entries in excess of this limit will not be acknowledged. The use of an agency or any automated system to enter is strictly prohibited and Sponsor reserves the right to disqualify any entries received through such methods, as determined by Sponsor, in its sole discretion.
6. **Drawing:** After the Entry Period, Sponsor will select thirty (30) potential winners in a random drawing of all entries received. The odds of being selected depend on the number of entries received.
7. **Notification and Requirements of Potential Winners:** Potential winners will be contacted by email no later than October 14, 2016. If one (1) or more potential winners do not respond within twelve (12) hours after the notice is sent, the Sponsor will select an alternate potential winner in his/her place at random from all remaining entries received. Sponsor will contact alternate potential winners until the earlier of (i) receiving thirty (30) acceptances from potential winners within the required response time, or (ii) twelve (12) hours prior to commencement of the first dining session in the Series (occurring October 17, 2016 at 6pm). Except where prohibited, a potential winner will be required to complete and return an affidavit of eligibility and liability/publicity release. If a potential winner fails to sign and return these documents within the required time period, an alternate potential winner may be selected in his/her place in a random drawing of all

remaining entries received. Once a potential winner has accepted their Prize, the winner will notify Sponsor of their first, second, and third preference of which Session (defined below) they attend. Sponsor will allocate each winner, in the order in which they were drawn, to a Session. While Sponsor will endeavor to accommodate each winner's preferences, Sponsor makes no guarantees that a winner will be allocated to one of their preferred Sessions.

8. **Prize(s):** Thirty (30) winners will each receive two (2) tickets to one (1) session ("Session") of the Scott Conant 'Fusco' Dining Series presented by Eater, MOFAD, and Infiniti ("Dining Series"), at Firehouse 8, 1648 Pacific Avenue, San Francisco, CA 94109, with sessions occurring at 6pm and 8:30pm on October 17, 18, and 19, 2016. Each ticket has an approximate retail value ("ARV") of \$150.00, and total ARV of **\$300.00** ("Prize"). Any Prize details not specified above will be determined by Sponsor in its sole discretion. **Winner is responsible for paying any applicable income taxes and any and all other costs and expenses not listed above**, including any transportation to and from the Dining Series Session. Winner will receive the Prize via email prior to their allocated Session. Each winner must please bring the Prize and a valid ID to their Session. The Prize may be subject to additional terms and conditions, see <http://sf.eater.com/2016/9/27/13025022/scott-conant-dinner-italian> for more details. A Prize may not be transferred and must be accepted as awarded. You may not request cash or a substitute prize; however, Sponsor reserves the right to substitute a Prize with another prize of equal or greater value if the Prize is not available for any reason, as determined by Sponsor in its sole discretion.
9. **General Conditions:** In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, Sponsor may, in its sole discretion, either: (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; or (b) award the prize(s) at random from among the eligible entries received up to the time of the impairment. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Failure by Sponsor to enforce any term of these Official Rules shall not constitute a waiver of that provision. Proof of sending any communication to Sponsor by mail shall not be deemed proof of receipt of that communication by Sponsor. In the event of a dispute as to any online entry, the authorized account holder of the e-mail address used to enter will be deemed to be the participant. The "authorized account holder" is the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted e-mail address. The Sweepstakes is subject to federal, state, and local laws and regulations and is void where prohibited.

10. **Release and Limitations of Liability:** By participating in the Sweepstakes, you agree to release and hold harmless Sponsor, and their parent, subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents (the “Released Parties”) from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, or telephone, or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Sweepstakes or the processing of entries; or (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant’s participation in the Sweepstakes or receipt or use of any prize. You further agree that in any cause of action, the Released Parties’ liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney’s fees. You waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.
11. **Privacy and Publicity:** Any information you submit as part of the Sweepstakes will be used for purposes of this Sweepstakes and treated in accordance with Sponsor’s [Privacy Policy](#). Except where prohibited, participation in the Sweepstakes constitutes an entrant’s consent to Sponsor’s use of his/her name, likeness, voice, opinions, biographical information, and state of residence for promotional purposes in any media without further payment or consideration.
12. **Disputes:** Except where prohibited, you agree that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Washington, DC. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of Washington, DC, without giving effect to any choice of law or conflict of law rules (whether of Washington, DC or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Washington, DC.
13. **Third Party Platforms:** If this Sweepstakes is hosted, administered, or operated on a third party platform, including without limitation a social media platform (e.g. Facebook or Twitter) (“Third Party Platform”), then by participating in this Sweepstakes, entrants hereby release and agree to hold harmless such Third Party Platform from any and all liability, loss or damages arising from or in connection with the awarding, receipt, and/or use or misuse of prizes or participation in any prize-related activities. Unless otherwise stated to the contrary in these Official Rules, this Sweepstakes is not sponsored, endorsed or administered by, or associated with, any Third Party Platform.
14. **Results:** To request a winners list, send a self-addressed, stamped envelope to Vox Media, Inc. c/o Eater’s MOFAD x Infiniti ‘Fusco’ Dining Series Ticket Giveaway, 104 West 40<sup>th</sup> Street, 9<sup>th</sup> Floor, New York, NY 10018. Requests must be received within four (4) weeks of the end of the Entry Period.