

DIVINEEATS.COM 2H/19

OFFICIAL RULES

Important: Please read these rules before entering this Sweepstakes (the “Sweepstakes”).
By participating in this Sweepstakes, you agree to be bound by these Official Rules and represent that you satisfy all of the eligibility requirements below.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES.

Sweepstakes void where prohibited by law. Subject to all federal, state, and local laws, regulations, and ordinances.

- 1. Eligibility:** The Sweepstakes is open only to individuals who are legal U.S. residents currently residing in the 50 United States and the District of Columbia, who are at least 18 years old (or the age of majority in their jurisdiction, whichever is older) at the time of entry. Directors, officers and employees of Flatiron Media, LLC (“*Sponsor*”) and any of its respective parent companies, affiliate companies, subsidiaries, agents, professional advisors, advertising, promotional, public relations, and fulfillment agencies, consultants, legal counsel, website providers, web masters, and immediate family members (spouses, parent, child, sibling, grandparent, and/or “step” child, wherever they may live) of each are not eligible to win any prize. **IF YOU DO NOT MEET ANY OF THESE REQUIREMENTS, OR ANY OTHER ELIGIBILITY REQUIREMENTS IN THESE OFFICIAL RULES, YOU ARE NOT ELIGIBLE TO WIN A PRIZE.** To be eligible to win a prize, entries must be completed and received by Sponsor in the manner and format designated below.
- 2. Sweepstakes Period:** The Sweepstakes starts at **12:00AM ET on July 1, 2019** and ends at **11:59pm ET on December 31, 2019** (the “*Sweepstakes Period*”). All entries must be received during the Sweepstakes Period and meet other requirements in these Official Rules to be eligible to win a prize. Sponsor’s or its designee’s computer is the official time-keeping device for the Sweepstakes.
- 3. How to Enter:** To enter, complete the following steps: (1) select the link in the invitation from Sponsor to visit www.divineeats.com; (2) follow the instructions to view the sales offers on the website until you reach the final confirmation page; and (3) provide the requested information (e.g., your name and email address) in the Sweepstakes entry form. No purchase necessary.

Limit: Limit five entries per person per day. **ADDITIONAL ENTRIES WILL BE DISQUALIFIED.**

- 4. Identity of Entrant:** All entries must be submitted by the individual entrant. Bulk or automated entries will be disqualified (including, for example, entries made using any script, macro, bot, or sweepstakes service). If entrant attempts multiple entries with different credentials, the Sponsor reserves the right to disqualify entries associated with the entrant information/email address(es) involved. Multiple participants are not permitted to share the same email address.

In the event of a dispute about the identity of the entrant, entries made online will be declared made by the authorized account holder of the e-mail address submitted at time of entry. An “*authorized account holder*” means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business or educational institution) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. A potential winner may be required to provide Sponsor with proof that the potential winner is the authorized account holder of the e-mail address associated with the winning entry.

- 5. Selection and Notification of Winner:** On or about **January 15, 2020**, Sponsor will select the name of the potential winner of the prize in a random drawing among all eligible entries at Sponsor’s headquarters located at 20 W 22nd Street, Suite 908, New York NY 10010. The odds of winning depend on the number of eligible entries received.

The potential winner will be notified via **email**. Except where prohibited by law, Sponsor may require the potential winner to sign and return, within seven days of being notified, an Affidavit of Eligibility and Liability/Publicity Release and/or tax forms in order to claim his/her prize. If (i) the attempted notification is returned as undeliverable without a forwarding address; (ii) any required documents are not returned within seven days, including but not limited to the Affidavit of Eligibility and Liability/Publicity Release and tax forms; or (iii) if winner is otherwise unable to accept the prize as stated, the prize will be forfeited and may be awarded to an alternate winner. Only three alternate drawings will be held, after which the prize will not be awarded. Winner may also be asked to provide a photo of themselves and write a short statement about winning the prize for Sponsor to use for advertising, marketing, and promotional purposes - winner is not required to provide the photo or short statement to receive the prize. If, by reason of a print or other error, more prizes are claimed than the number set forth in these Official Rules, an alternate winner will be selected in accordance with the above selection process from among all eligible claimants making purportedly valid claims to award the prize.

Verification of Potential Winner: The potential winner is subject to verification by Sponsor, whose decisions related to the Sweepstakes are final and binding. An entrant is not a winner of the prize unless and until entrant's eligibility has been verified and entrant has been notified that verification is complete.

6. Prize: One winner will be awarded a gift card for \$1,000 USD.

Prize Restrictions: ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER. Prize is not transferable. No substitutions or exchanges (including for cash) of prize will be permitted, except that Sponsor reserves the right to substitute a prize of comparable or greater value for any prize. Only one prize is available to be won in the Sweepstakes.

Except for applicable manufacturer's standard warranties, prize is awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose).

7. Disclaimer: Sponsor and any of its respective parent companies, subsidiaries, affiliates, directors, officers, professional advisors, consultants, contractors, public relations firms, employees and advertising, fulfillment and marketing agencies (collectively, the "**Released Parties**") will not be responsible for: (a) any late, lost, misrouted, garbled or distorted or damaged transmissions or entries; (b) phone, electronic, hardware, software, network, Internet, or other computer- or communications-related malfunctions or failures; (c) any Sweepstakes disruptions, injuries, losses or damages caused by events beyond the control of Sponsor or by non-authorized human intervention; or (d) any printing or typographical errors in any materials associated with the Sweepstakes.

8. Limitations of Liability/Releases: By entering the Sweepstakes, you release Sponsor and all Released Parties from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Sweepstakes or delivery, misdelivery, acceptance, possession, use of or inability to use any prize (including, without limitation, claims, costs, injuries, losses and damages related to rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.

THE RELEASED PARTIES WILL HAVE NO LIABILITY FOR ANY LOST PROFITS OR OTHER. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE SPONSOR AND THE RELEASED PARTIES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS

OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED TO YOUR PARTICIPATION IN THE SWEEPSTAKES OR USE OR INABILITY TO USE ANY EQUIPMENT PROVIDED FOR USE IN THE SWEEPSTAKES OR ANY PRIZE, EVEN IF A RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE RELEASED PARTIES (JOINTLY) ARISING OUT OF OR RELATING TO YOUR PARTICIPATION IN THE SWEEPSTAKES OR USE OF OR INABILITY TO USE ANY EQUIPMENT PROVIDED FOR USE IN THE SWEEPSTAKES OR ANY PRIZE EXCEED TEN DOLLARS (\$10). THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT EXCLUDE OR LIMIT LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY PRODUCTS RENTED FROM THE SPONSOR, OR FOR THE RELEASED PARTIES' GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT, OR FOR FRAUD.

9. Use of Winner's Name, Likeness, etc.: Except where prohibited by law, entry into the Sweepstakes constitutes permission to use each entrant's name, hometown, aural and visual likeness and prize information, without limitation, for advertising, marketing, and promotional purposes without further permission or compensation (including in a public-facing winner list). As a condition of being awarded any prize, except where prohibited by law, winner may be required to execute a consent to the use of their name, hometown, aural and visual likeness and prize information, without limitation, for advertising, marketing, and promotional purposes without further permission or compensation. By entering this Sweepstakes, you consent to being contacted by Sponsor for any purpose in connection with this Sweepstakes.

10. Privacy: Please refer to Sponsor's Privacy Policy at http://www.divineeats.com/privacy_policy.php for information about how Sponsor collects, uses and discloses your information.

11. Winner List; Rules Request: For a copy of the winner list, send a stamped, self-addressed, business-size envelope after **January 15, 2020** and before **January 15, 2021** to Sponsor at 20 W 22nd Street, Suite 908, New York NY 10010, Attn: DIVINE EATS 2H/19 Winner List. To obtain a copy of these Official Rules visit www.divineeats.com, or send a stamped, self-addressed business-size envelope to Sponsor at 20 W 22nd Street, Suite 908, New York NY 10010, Attn: DivineEats 2H/19 Sweepstakes Rules Request. Residents of VT may omit return postage.

12. Intellectual Property Notice: FLATIRON MEDIA is a trademark of Flatiron Media, LLC. The Sweepstakes and all accompanying materials are copyright © 2019 by Flatiron Media, LLC. All rights reserved.

13. Disputes: EACH ENTRANT AGREES THAT ANY DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SWEEPSTAKES OR ANY PRIZE AWARDED WILL BE RESOLVE INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK OR THE APPROPRIATE STATE COURT LOCATED IN NEW YORK, NEW YORK. THESE OFFICIAL RULES ARE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CHOICE OF LAW OR CONFLICT OF LAW RULES. YOU WAIVE ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMIT TO THE JURISDICTION OF THOSE COURTS.

14. General Conditions: Entrants agree to be bound by these Official Rules and by the decisions of Sponsor, which are final and binding in all respects. Sponsor reserves the right to change these Official Rules at any time, in its sole discretion, and to suspend or cancel the Sweepstakes or any entrant's participation in the Sweepstakes should viruses, bugs, unauthorized human intervention or other causes beyond Sponsor's control affect the administration, security or proper play of the Sweepstakes, or Sponsor otherwise becomes (as determined in its sole discretion) incapable of running the Sweepstakes as planned. Entrants who violate these Official Rules, violate any law, rule or regulation in connection with participation in the Sweepstakes, tamper with the operation of the Sweepstakes or engage in any conduct that is detrimental or unfair to Sponsor, the Sweepstakes or any other entrant (in each case as determined in Sponsor's sole discretion) are subject to disqualification from entry into the Sweepstakes. Sponsor

reserves the right to lock out persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Sweepstakes. Any provision of these Official Rules deemed unenforceable will be enforced to the extent permissible, and the remainder of these Official Rules will remain in effect. If you have any questions about these Official Rules or the Sweepstakes, please send written questions to the address listed below, Attn: DIVINEEATS SWEEPSTAKES.

15. Sponsor: Flatiron Media, LLC, 20 W 22nd Street, Suite 908, New York NY 10010.