# "Restaurant Week New Orleans Dine Around Dinner for Four" Official Rules August 27 – September 10, 2018

- NO PURCHASE NECESSARY. The "Restaurant Week New Orleans Dine Around Dinner for Four" Sweepstakes ("the Sweepstakes") is sponsored by Louisiana Restaurant Association Greater New Orleans Chapter ("LRA"), DTB, Arnaud's Restaurant, and Commander's Palace (collectively referred to as "Sponsors"). The geographic scope of this Sweepstakes is the forty-eight (48) contiguous United States and the District of Columbia.
- Sweepstakes is subject to all federal, state and local laws. Void where prohibited. LRA shall be entitled to interpret these Official Rules as needed including but not limited to rules regarding entries, selection of winners, deadlines, restrictions on prizes, and eligibility and all of its decisions are final. By entering, entrants agree to these Official Rules. Limit one (1) entry per person.
- 3. Sweepstakes begins on August 27, 2018 at 10 a.m. Central Time ("CT") and ends on September 10, 2018. Entry deadline is September 10, 2018 at 12 p.m. CT. Restaurant Week New Orleans website server is the official time-keeping device for this Sweepstakes promotion. Drawing to determine winner will be held on or about September 10, 2018.

# ELIGIBILITY

- 4. All entrants must be at least twenty-one (21) years old and legal residents of the forty-eight (48) contiguous United States and the District of Columbia at the time of entry.
- 5. Employees of LRA, DTB, Arnaud's Restaurant, and Commander's Palace, and the members of their immediate families (defined as spouse, parents, siblings or children) and households (whether or not related), are not eligible to enter or win.

## PRIZE

- 6. Prize (1): Prize consists of only the following elements:
  - a. Dine Around Dinner for four people on September 14, 2018, limited to the Restaurant Week New Orleans menu at the following restaurants for the specified course only:
    - i. Appetizer course at DTB
    - ii. Entrée course at Arnaud's Restaurant
    - iii. Dessert course at Commander's Palace

7. Actual value of prize may vary based on seasonal or other fluctuations. Any difference between the stated value and actual value will not be awarded and winner will not be entitled to any reimbursement or other compensation for such difference. Odds of winning depend on the number of entries received.

## PRIZE RESTRICTIONS

- 8. Winner assumes sole responsibility for all costs associated with the prize not explicitly outlined above, including without limitation, all federal, state and local taxes (if any), any and all other taxes, fees, surcharges on a prize, upgrades, additional meals, beverages, and alcoholic beverages, all gratuities, sightseeing, souvenirs, and trip insurance, all hotel accommodations not expressly included above, ground transportation to between winner's home and restaurant, and incidentals.
- 9. All prize elements must be utilized on September 14, 2018 during the dine around or it will be forfeited. Other restrictions apply.
- 10. All details of all prizes shall be at LRA's sole discretion. Prize is not redeemable for cash and may not be sold, bartered or auctioned. Prize may not be transferred or substituted except that LRA in its discretion may substitute a prize, or portion thereof, with a prize or portion of equal or greater value if it deems necessary. Any such changes will be announced.
- 11. Any portion of prize not used by winner is forfeit and no cash substitute will be offered or permitted. Prize offered is provided "as is" with no warranty or guarantee either express or implied by Sponsors. Sponsors have neither made nor are responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose. Other restrictions apply.

## TO ENTER

12. Entries will be accepted beginning August 27, 2018 at 10 a.m. CT and ending September 10, 2018 at 12 p.m. CT ("Entry Period"). To enter, visit the Sweepstakes entry page at <u>http://www.coolinaryneworleans.com/sweeps</u> and complete an Official Entry Form with the following required information: (a) name, (b) email address, (c) telephone number, (d) zip code, and (e) acknowledgement and acceptance of these rules.

13. Limit one (1) entry per person or email address during the Entry Period. Additional entries received from any such person or email address thereafter will be void. 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) are prohibited and will void all entries submitted by that entrant.

- 14. Entries must include a valid e-mail address for the entrant. In the event of a dispute as to the identity or eligibility of a winner based on an e-mail address, the winning entry will be deemed made by the "Authorized Account Holder" of the e- mail address used at time of entry. "Authorized Account Holder" is defined as the natural person, twenty-one (21) years of age or older, who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization (e.g., business, education institution, etc.) that is responsible for assigning e-mail address or the natural person, twenty-one (21) years of the natural person, twenty-one (21) years of address or the natural person, twenty-one (21) years of age or older.
- 15. To be eligible for the drawing, all entries must be received by LRA no later than September 10, 2018 at 12 p.m. CT. Entrants who fail to provide the required information will not be eligible to win and will not be notified by LRA. LRA is not responsible for, and entrants assume all risk of, entries that are lost, misdirected, mutilated, garbled, distorted, truncated, incomplete, not legible, if they contain errors or if for any reason they are not received by LRA prior to the stated deadline, and all such entries are void. All entries become the property of LRA and will not be returned or acknowledged.

#### PRIZE DRAWING

16. On September 10, 2018 at 1 p.m. CT or within a reasonable time thereafter, LRA or its designee will randomly choose one (1) name from all timely entries received. Subject to verification of eligibility, the person whose name is so drawn will be declared the winner.

#### WINNER NOTIFICATION

- 17. LRA will contact potential winner in accordance with the information supplied to LRA on his/her Entry Form. Winner may be verified over the telephone at the time and may be asked to provide LRA with valid identification and execute an affidavit of eligibility or declaration and, where legal, a publicity release, and return these documents within five (5) days of notification. Acceptable identification includes a valid driver's license or other valid picture ID showing name and address. Winner may also be required to sign other legal documents, including tax forms and a release supplied by LRA that, among other disclaimers, releases Sponsors and a range of subsidiaries, directors, agents, agencies, affiliates, franchisees, promoters, officers, directors, employees and related persons from any and all liability related to this Sweepstakes and the receipt and use of prize. Upon verification of eligibility, winner's name may, in LRA's sole discretion, be posted to www.lra.org or www.Restaurant WeekNewOrleans.com and on LRA's social channels.
- 18. In the event that any potential winner (a) cannot be contacted directly by LRA within forty-eight (48) hours from initial attempted notification, (b) fails to satisfy any eligibility or verification requirement herein, (c)

declines to accept the prize, (d) or is otherwise determined to be ineligible, LRA in its discretion may disqualify that individual and an alternate winner may be chosen by random drawing to be held as soon as reasonably practicable after initial winner is determined to be ineligible. Alternate winners are subject to all eligibility requirements and restrictions of these Official Rules. LRA may conduct up to two (2) alternate drawings. If LRA is unable to confirm an eligible winner after two (2) alternate drawings, no further drawings will be conducted and the prize will not be awarded.

#### PUBLICITY RELEASE

19. By accepting the prize, winner agrees to award LRA the right to publicize his or her name, photographs (including the use and appearance of winner's photograph on LRA's websites and social media channels), likeness, biographical information, e-mail address, voice and details of winning for

purposes of this and future promotions without further compensation, except where prohibited.

#### LIMITATION OF LIABILITY/DISCLAIMER OF LIABILITY

20. Entrants agree that LRA, DTB, Arnaud's Restaurant, and Commander's Palace and a range of subsidiaries, directors, agents, agencies, affiliates, franchisees, promoters, officers, directors, employees and related persons (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 LRA by the deadlines 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 Sweepstakes or in the printing of this offer, administration of this Sweepstakes, 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 Sweepstakes, or downloading of any software or materials; (d) are not responsible for unauthorized human intervention in any part of the Sweepstakes; (e) are not responsible for any printing, typographical, technical, computer, network or human error that may occur in the administration of the Sweepstakes, the acceptance of entries, the selection of the winner, the prize or otherwise in any Sweepstakes-related materials; (f) are not responsible for any unauthorized third party use of any entry; (g) are not responsible for the inability to select a 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 Sweepstakes (in whole or in part), the use (including modification, adaptation, and reproduction) of entry materials during or after the Sweepstakes, and the delivery, acceptance, possession, redemption, use, misuse, loss, or misdirection of a prize.

## MISCELLANEOUS

- 21. Any 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 Sweepstakes is solely for descriptive purposes and shall in no way imply an endorsement or sponsorship of the Sweepstakes.
- 22. LRA reserves the right to cancel, terminate or suspend this Sweepstakes or any part of this Sweepstakes should any non-authorized intervention, network failure, information storage failure, telecommunications failure, malfunction, or other causes beyond its control, corrupt or impair the security, administration, fairness and/or operation of this Sweepstakes as determined by LRA in its sole

discretion, at which time, LRA will select the winner by conducting a random drawing from among all non-suspect entries received at the time of the Sweepstakes cancellation, termination or suspension.

23.LRA reserves the right to prohibit any entrant from participating in the Sweepstakes if, at its sole discretion, LRA finds such entrant to be tampering with the entry process or the operation of the Sweepstakes, or if such entrant

repeatedly shows a disregard for, or attempts to circumvent, these Official Rules, or acts: (a) in a manner LRA determines to be not fair or equitable; (b) with an intent to annoy, threaten or harass any other entrant or Sponsors; or (c) in any other disruptive manner. Any person attempting to defraud or tamper with this Sweepstakes in any way will be ineligible for a prize and may be prosecuted to the full extent of the law. Tampering includes attempting to enter more than the number of entries permitted by these rules including by using an automated device or by using more than one e-mail address. Any failure by the LRA to enforce any of these Official Rules shall not constitute a waiver of such Official Rules. CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, LRA RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

24.LRA reserves the right to correct typographical or clerical errors in any sweepstakes-related materials. No more than the stated number of prizes will be awarded. In the event that 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, LRA reserves the right to award

only the stated number of prizes by a random drawing from among all legitimate, un-awarded, eligible prize claims.

# DISPUTES

- 25. By entering the Sweepstakes, entrants agree that (a) any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, 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.
- 26. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrants, LRA and any other Sponsors in connection with the Sweepstakes, shall be governed by, and construed in accordance with the laws of the State of Louisiana, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of Louisiana. Any legal proceedings arising out of this Sweepstakes or relating to these Official Rules shall be instituted only in the federal or state courts located in the State of Louisiana, Jefferson Parish and the parties consent to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these rules. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall 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 LIST/OFFICIAL RULES COPY

27. For winner's list (available after September 11, 2018) or a copy of the Official Rules, mail request to: Restaurant Week New Orleans Dine Around Dinner for Four c/o Louisiana Restaurant Association, 2700 N Arnoult Road, Metairie, LA 70002, specifying either "Winner's List Request" or "Official Rules Request." Vermont and Washington residents may omit return postage.