

## **TheDailyMeal ON FOOD AND WRITING Sweepstakes**

### **COMPLETE OFFICIAL RULES**

#### **NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING**

**1. How to Enter:** The Daily Meal ON FOOD AND WRITING Sweepstakes (the "Sweepstakes") begins at 3:30 PM EST (Eastern Time ("EST")) on **October 16, 2013** and ends at 12:00 PM EST on **October 17, 2013** (the "Sweepstakes Period"). To Enter: fill out the entry form on the story page, including name, email address and why you want the tickets to the event. Online Entries must be received by 11:59 AM EST on **October 17, 2013**. The Daily Meal.com, Inc. ("Sponsor") will not verify receipt of entries. All entries submitted become the sole property of the Sponsor, and not of Facebook, and will not be acknowledged or returned. The Sweepstakes is governed by TheDailyMeal.com's privacy policy, which is available on the Web Site.

Entries generated by a script, macro, or other automated means will be disqualified. Entries that are incomplete, garbled, corrupted, or unintelligible for any reason, including, but not limited to, computer or network malfunction or congestion, are void and will not be accepted. In case of a dispute over the identity of an entrant who made a potentially winning entry, Sponsors reserve the right to deem that the entry was made by the registered subscriber of the email address submitted at the time of entry. Entry constitutes permission (except where prohibited by law) to use entrant's name, city, state, likeness, image, and/or voice for purposes of advertising, promotion, and publicity in any and all media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission, or approval.

**2. Eligibility:** To enter the Sweepstakes you must be a lawful permanent resident of the 50 United States or the District of Columbia and be 21 years of age or older as of **October 16, 2013**. Sweepstakes is void outside of the 50 United States (and the District of Columbia), in Puerto Rico, U.S. territories, possessions and commonwealths, and where restricted or prohibited by law. The Sweepstakes, and any web site pages and advertisements relating thereto, is intended for viewing only within the United States. You are not authorized to participate in the Sweepstakes if you are not located within the United States. Employees of Sponsor and other participating partners, their affiliated companies, parents, subsidiaries and advertising and promotion agencies, (collectively, "Sweepstakes Entities"), and their immediate families and members of their households, are ineligible to participate in this Sweepstakes.

**3. Drawing and Notification:** The Grand Prize Winner(s) will be selected from all eligible entries received in a random drawing held on or about **October 17, 2013** by Sponsor, whose decisions are final and binding in all respects. Odds of winning a prize depends upon the number of eligible entries received. The potential Winner will be notified by email and/or mail within approximately fourteen (14) days of the drawing. If a potential winner cannot be reached within seven (7) calendar days from the first notification attempt, then such person shall be disqualified and an alternate winner will be selected.

**4. Prizes:**

Five (5) Grand Prize winners will each two (2) tickets to the Daniel Patterson and Gabrielle Hamilton: On Food and Writing event at the 92Y. Retail value is \$42.00. Sponsor reserves the right to substitute a prize of equal or greater value if the Grand Prize cannot be awarded as described for any reason. Taxes, gratuities, travel to and from the event and other expenses not specifically identified in these Official Rules are the sole responsibilities of the Grand Prize Winner. No transfer or substitution for the prize allowed except at Sponsor's sole discretion

**5. Prize Conditions:** Prize Winners will be required to execute an Affidavit of Eligibility, a Liability Release and a Publicity Release ("Affidavit/Release"). Such documents must be returned by the date and/or time indicated within such documents. If the potential Prize Winners fail to return such documents within that time, or if an entrant is found to be ineligible, or if he/she does not comply with the Official Rules, then the potential prize winner will be disqualified and an alternate winner will be selected. If prize notification is returned as undeliverable, this will result in disqualification and an alternate winner will be selected. All federal, state or other tax liabilities (including income taxes) arising from this Sweepstakes will be the sole responsibility of the Prize Winners. Except where prohibited by law, the Prize Winners' entry and acceptance of the Prize constitutes permission for the Sweepstakes Entities to use said prize winners' names, photographs, likeness, statements, biographical information, voice, and city and state address on a worldwide basis, and in all forms of media, in perpetuity, without further compensation.

**6. Sweepstakes Conditions:** This Sweepstakes is subject to all applicable federal, state and local laws. By participating, entrants agree to be bound by these Official Rules and the decisions of the Sponsor, which shall be final and waive any right to claim ambiguity in the Sweepstakes or these Official Rules. The Prize Winners and entrants also agree to release, discharge, indemnify and hold harmless the Sweepstakes Entities and each of their respective officers, directors, employees, representatives and agents from and against any claims, damages or liability due to any injuries, damages or losses to any person (including personal injury or death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of the respective prize or participation in any Sweepstakes-related activity or participation in this Sweepstakes, or any claims based on rights of publicity, rights of privacy and/or merchandise delivery.

**7. Limitations of Liability:** In case of dispute as to the identity of any entrant, entry will be declared made by the authorized account holder of the email address submitted at time of entry. "Authorized Account Holder" is defined as the natural person who is assigned an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational, institution, etc.) responsible for assigning email addresses or the domain associated with the submitted email address. Any potential prize winner may be requested to provide Sponsor with proof that such winner is the authorized account holder of the email address associated with the winning entry. Sweepstakes Entities are not responsible for lost, late, misdirected, undeliverable or incomplete Online Entries due to system errors or failures, or faulty transmissions or other telecommunications malfunctions and/or Online Entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, or failed, incomplete or garbled computer or telephone transmissions, typographical or system errors and failures, or faulty transmissions, or for any problems or technical malfunctions. Sponsor may prohibit an entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said entrant 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 or Sponsor representatives. 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 in any way or affect the administration, security, fairness, integrity, fulfillment or proper conduct of the promotion, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes and select a winner by randomly drawing from those entries received up to the cancellation/suspension date. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE THE WEBSITE 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 ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

**8. Sponsor:** TheDailyMeal.com, 156 Fifth Avenue, 4<sup>th</sup>, Floor, New York, NY 10010

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants are providing information to Sponsors and not to Facebook.