

# "Carmel-by-the Sea Sweepstakes #3" 2016

## Official Rules

### **I. NAME OF SPONSOR & ADMINISTRATOR**

Carmel-by-the-Sea, hereafter referred to as "Sponsor."

ABC7 KGO-TV, hereafter referred to as "Administrator."

### **II. ELIGIBILITY**

Open only to legal residents of California, 21 years of age or older and must be in the ABC7 KGO-TV viewing area as defined by the A.C. Nielson Company (Alameda, Contra Costa, Lake, Marin, Mendocino, Napa, San Francisco, San Mateo, Santa Clara, Solano and Sonoma counties).

Any individuals (including but not limited to employees, consultants, independent contractors, and interns) who have, within the past six months, performed services for Carmel-by-the-Sea, and ABC7 KGO-TV San Francisco, and their respective parent, subsidiary, and affiliated companies and entities, their advertising/promotional agencies or vendors and the immediate family/ members of the same household of anyone so employed are ineligible., any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the sweepstakes or supplying the prize, and/or their respective parent, subsidiary, affiliated and successor companies, and immediate family and household members of such individuals, are not eligible to enter or play. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses. "Household members" shall mean people who share the same residence at least three months a year.

### **III. HOW AND WHEN TO ENTER**

#### **NO PURCHASE NECESSARY.**

Go to <http://abc7news.com/contests/> and complete an Official Entry Form. You must include your first and last name, complete address, day and evening telephone numbers, date of birth, e-mail address and hotel choice.

Sweepstakes begins on February 29, 2016 and ends on March 21, 2016. Entries must be electronically submitted and received by 11:59 PM Pacific Standard Time (PST) March 21, 2016.

Sponsor & Administrator are not responsible for failed, partial or garbled computer transmissions, or for technical failures of any kind, including but not limited to electronic malfunction or damage of any network, hardware or software. If for any reason the sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or other causes that corrupt or affect the administration, security, fairness, integrity or proper conduct of the sweepstakes, Administrator reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the sweepstakes. No responsibility is assumed for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or

unauthorized access to, or alteration of, entries; or any problems or technical malfunctions of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or electronic entry to be received on account of technical problems or traffic congestion on the Internet or at any Web-site, or any combination thereof, including any injury or damage to entrant's or any other person's computer related to or resulting from participation in or downloading any materials from this sweepstakes. In the event of a dispute over an electronic entry, prize will be awarded to the owner of the e-mail account, not the name on the entry form.

Sponsor and Administrator not responsible for mail that is lost, stolen, late, illegible, incomplete, damaged, mutilated, misdirected, altered, tampered with, or postage-due.

Entries remain the property of Sponsor & Administrator and will not be returned or acknowledged.

Participants must provide a valid e-mail and/or mailing address. It is the sole responsibility of the entrant to notify the Sweepstakes Administrator in writing if the entrant changes his/her e-mail and or mailing address. (To do so write to: "Carmel-by-the-Sea Sweepstakes #3" 900 Front St., San Francisco, CA 94111) In case of dispute as to identity of a winner who entered online, winner will be deemed to be the person who is the registered user of the e-mail address submitted in the winning entry.

#### **IV. HOW AND WHEN WINNERS WILL BE SELECTED AND NOTIFIED**

One (1) First Prize Winner and one (1) Second Prize Winner will be selected at random on or about March 21, 2016 from all valid internet entries.

Winners will be notified by phone, mail and/or e-mail.

Odds of winning depend on the number of eligible entries received and the date on which your entry is submitted.

Drawing will be conducted by Administrator. By participating, entrants agree to the Official Rules and the decisions of the Administrator, which shall be final and binding in all respects.

#### **V. PRIZES**

**First Prize:** Two (2) nights (Deluxe Garden King or Queen Room) at Tradewinds \$100 gift certificate at Little Napoli or Vesuvio Restaurants courtesy of the Pepe Family, \$65 Carmel Wine Walk Passport which includes 9 wine tastings, Continental Breakfast each morning and Shopping Rewards at Carmel Plaza.

**First Prize Value: \$700.00**

Based on double-occupancy and subject to availability. Certain blackout dates may apply including special events, holidays and the month of August. Travel expenses not included. Package expires December 24, 2016.

**Second Prize:** Two (2) nights (ocean view room with fireplace) at Hofsas House Hotel, \$100 gift certificate at Little Napoli or Vesuvio Restaurants courtesy of the Pepe Family, \$65 Carmel Wine Walk Passport which includes 9 wine tastings, Continental Breakfast each morning, in-room wine & cheese and Shopping Rewards at Carmel Plaza.

**Second Prize Value: \$600.00**

Package available Sunday-Thursday, based on availability and exclusive of holidays and special events. Travel expenses not included. Not valid during the months of July and August. Package expires December 24, 2016.

Federal, state and local taxes, if any, are the sole responsibility of the winner, who will receive an IRS Form 1099 reflecting the final actual value of any prize valued at \$600 or more.

Winners are not entitled to exchange or transfer prizes or to obtain cash or other substitutes, but Sponsor in its sole discretion may substitute prizes of equal or greater value.

Prize is subject to availability. Sponsor is not responsible for cancellation or preemption of show/contest/event/meeting or for other circumstances that make it impractical or impossible to fulfill this element of the prize. This element of the prize has no approximate retail value, and if it becomes impractical or impossible to fulfill this element, Sponsor's only obligation will be to provide the remainder, if any, of prize.

## **VI. RELEASES**

By participating, entrants agree to be bound by these official rules and the decisions of the Sponsor and the sweepstakes Administrator, which shall be final in all respects.

By participating in this sweepstakes and accepting any prize that they may win, entrants agree to release Carmel-by-the-Sea, ABC7 KGO-TV San Francisco, their parent, subsidiary, affiliated and successor companies, advertising and promotion agencies and prize suppliers, and each of their respective officers, directors, agents, representatives and employees, as well as each of their respective successors, representatives and assigns (collectively, the "Released Parties") from any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from participation in this sweepstakes and/or acceptance or use of the prize.

Entrants authorize the Released Parties to use their name, voice, likeness, biographical data, city and state of residence and entry materials in programming or promotional material, worldwide in perpetuity, or on a winner's list, if applicable, without further compensation unless prohibited by law. Sponsor is not obligated to use any of the above mentioned information or materials, but may do so and may edit such information or materials, at Sponsor's sole discretion, without further obligation or compensation.

To claim prize, (a) winner must provide proof of age, identity and residency, (b) winner must sign and return affidavit of eligibility/compliance with rules, publicity/liability release and indemnification, and (c) winner's intended guest(s) or travel companion(s), if any, must sign liability/publicity release, all within the time period specified by Sponsor.

## **VII. MISCELLANEOUS; WINNERS' LIST**

Void where prohibited. All federal, state and local laws and regulations apply.

Administrator reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process and to cancel, terminate, modify and/or suspend the sweepstakes in the event of tampering or other circumstances, including but not limited to acts of God or civil disturbance that render it impractical or impossible to complete or fulfill the contest as originally planned.

For the names of the prize winners, send a self-addressed, stamped envelope to "Carmel-by-the-Sea Sweepstakes #3" Winner, 900 Front St., San Francisco, CA 94111 by April 21, 2016.