



# The Tweet What You Eat Sweepstakes Sponsored by Esurance Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE IN THIS SWEEPSTAKES. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

WINNER(S) WILL BE REQUIRED TO RESPOND TO WINNER NOTIFICATION AND OTHER COMMUNICATIONS FROM SPONSOR (DEFINED BELOW) BEFORE THE END OF THE LAST DAY OF THE SWEEPSTAKES PERIOD ACCORDING TO THE NOTICE(S) FROM SPONSOR OR PRIZE MAY BE FORFEITED (IN SPONSOR'S SOLE DISCRETION).

THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, TWITTER, INC. ("TWITTER"). A VALID PUBLIC TWITTER ACCOUNT AND INTERNET CONNECTION ARE REQUIRED FOR ENTRY.

BY ENTERING THIS SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SPONSOR FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

#### **OVERVIEW:**

The Tweet What You Eat Sweepstakes ("Sweepstakes") begins at 11:00 a.m. Pacific Time ("PT") and ends at 6:00 p.m. PT on each of July 19, 20, and 21, 2013 ("Sweepstakes Period"). The Sweepstakes Period will run as follows: eligible entrants must post an eligible Tweet (as defined below) during the Sweepstakes Period to enter the Sweepstakes. Each day of the Sweepstakes, eligible Tweets will constitute a Sweepstakes entry for that particular day's prizes, the Secondary Prizes (a total of fifteen (15) Secondary Prizes will be provided throughout the Sweepstakes Period, five (5) per day). Eligible Tweets do not roll over from one day to the next for Secondary Prizes. Only one (1) Secondary Prize per entrant. Secondary Prize winner will still be eligible for the Grand Prize.

At the end of the Sweepstakes Period, all eligible Tweets received during the Sweepstakes Period will qualify as entries for one (1) Grand Prize. All prize winners are subject to verification and compliance with these Official Rules and will be selected in a random drawing from among all eligible entries received by Sponsor. Sponsor will also accept the Alternative Method of Entry (as detailed below, also "AME") in lieu of a Tweet. Each eligible person who posts an eligible Tweet shall be gifted a small prize from Sponsor at Sponsor's booth at the Bite of Seattle by presenting Sponsor with their "Me" Twitter screen, or by submitting an eligible AME. Limit one small prize per eligible entrant throughout the Sweepstakes Period while supplies last.

### **ELIGIBILITY:**

This Sweepstakes is open only to legal residents of Washington State who are at least eighteen (18) years of age and who are registered users of Twitter in good standing on the date of entry in this Sweepstakes. Corporate entities are not eligible and have no right to claim any prize won by their employees. Employees, officers, directors, members, managers, agents, and representatives and family members of such individuals (or people living in the same household whether related or not) of Sponsor or its corporate partners, parent companies, divisions, subsidiaries, affiliates, successors in interest, advertising, promotion and public relations agencies (collectively, with Sponsor, the "Sweepstakes Entities") are not eligible. For the purposes of this Sweepstakes, family members are defined as spouse, partner, mother, father, legal guardian, in-laws, grandmother, grandfather, brother, sister, children and grandchildren. Participation in this Sweepstakes constitutes entrant's full and unconditional agreement to and acceptance of these official rules and the decisions of Sponsor.

#### TO ENTER:

To enter the Sweepstakes, eligible entrants must visit the Bite of Seattle festival held in Seattle, Washington and either: 1) post a mention of a food item at the Bite of Seattle (photos are highly encouraged, mentions of drinks do not qualify) on Twitter, including either @esurance or #tweetwhatyoueat (each a "Tweet"), or 2) enter at the Sponsor's booth at the Bite of Seattle festival and fill out the AME form with your name, e-mail address and other specified information at the booth. For purposes of this Sweepstakes, a Tweet is received when the Twitter Web Site records the submission of such Tweet. Sponsor's database clock will be the official timekeeper for this Sweepstakes. Incorrect and/or incomplete Tweets received outside the applicable Sweepstakes Period will be void.

NOTE ABOUT MOBILE: If you opt to Tweet or send messages via your wireless mobile device (which service may only be available via select devices and participating wireless carriers and is not required to enter), you will be charged for standard text messaging sent and received from your mobile device according to the terms in your wireless service provider's calling or data plan. Normal airtime and carrier charges and other charges may apply to text messages and will be billed on your wireless phone bill or deducted from your pre-paid balance. Participation in this Sweepstakes via mobile or text message means that you understand and agree that you may receive additional text messages from Sponsor relating to this Sweepstakes which will be subject to the charges pursuant to your carrier's rate plan.

Receipt of entries will not be acknowledged. Mechanical reproductions, alterations, garbled, incomplete, misdirected, lost, late, or entries generated by a macro, bot, or other automated means will not be accepted and are void. Those who do not follow all of the instructions, provide the required information in their entry, or abide by these Official Rules will be disqualified. Entries made by any other individual or any entity, and/or originating at or using any other web site, including, without limitation, commercial promotion subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. As a condition of entering the Sweepstakes, each entrant gives consent for Sponsor and its representative to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Sweepstakes and complying with applicable laws, regulations and rules. Each participant may discontinue following Sponsor or having a Twitter account at any time, but doing so may mean that Sponsor cannot receive or provide communications for purposes of administering this Sweepstakes, which could result in participant being disqualified or ineligible to win a prize. It is each participant's responsibility to timely check his or her Twitter account for any communications.

## ODDS AND WINNER SELECTION/NOTIFICATION:

Odds of winning will depend upon the total number of eligible entries received.

Two (2) Potential Secondary Prize winners will be selected at 2 pm and three (3) potential Secondary Prize winners will be selected at 6pm each day of the Sweepstakes Period in a random drawing from among all eligible entries received by Sponsor during such day of the Sweepstakes Period. One potential Grand Prize winner selected at random from among all the eligible entries throughout the Sweepstakes Period will be selected at the end of the Sweepstakes Period. Drawing will be conducted by Sponsor's designated representative, whose decisions regarding the random drawing will be final.

Once the potential Secondary Prize winners and the potential Grand Prize winner are determined, Sponsor or its designee will attempt to notify potential winners that they may have won a prize by (i) posting a message to Twitter with the winner's Twitter handle in the event the winner entered by Tweet, or (ii) calling or e-mailing the winner in the event the winner entered by the AME. Potential winners must respond by the end of the Sweepstakes Period, or prize and any further participation may be forfeited in Sponsor's sole discretion. All prizes shall be located at the Sponsor's booth for pick-up before the end of the Sweepstakes period. Winners who have entered through the AME shall have the prize sent to their mailing address in the Unites States.

If any prize, prize notification or Sweepstakes-related communication is rejected, faulty, or returned as undeliverable, if the winner cannot attend or participate in any portion of the prize, or if a potential winner cannot be reached after a reasonable attempt has been made by Sponsor (as determined by Sponsor in its sole discretion) or does not respond according to the notification's or Sponsor's instructions, that winner or potential winner may be disqualified and an alternate winner may be selected (time permitting) based on the original method of winner selection in Sponsor's sole discretion. Sponsor may only look to three (3) alternate winners for a particular prize, at which point that prize may be deemed unclaimed and Sponsor will have no further obligation with respect to that prize. Upon prize forfeiture, no compensation will be given and Sponsor will have no responsibility or liability to that participant. To claim a prize, winner must follow the directions in his or her notification. As a condition of entering the Sweepstakes, each winner agrees (if requested by Sponsor) to complete, sign, have notarized (if applicable) and return an affidavit of eligibility/declaration and liability/publicity release (unless prohibited by law), without alteration, within the time frame specified and if required by Sponsor in its sole discretion (which may require providing winner's Social Security Number for tax purposes), or prize may be forfeited. In the event of noncompliance with these requirements, the prize may be forfeited in Sponsor's sole discretion. The affidavit of eligibility and liability/publicity release (unless prohibited by law) are subject to verification by Sponsor reserves the right to modify the notification procedures in connection with the selection of any alternate potential winner, if any.

# PRIZES, QUANTITY AND APPROXIMATE RETAIL VALUE ("ARV"):

# Secondary Prizes – One of the below to be given to each Secondary Prize winner.

Modernist Cuisine at home (3)	\$130
Gift Card to Dean and Deluca (2)	\$200
Gift Card to Sur la Table (2)	\$200
PPM Food & Cultural Tour for 4	\$160
Hip on the Hill Food Tour for 4	\$200
Chocolate Indulgence Food Tour for 4	\$200
Gift Card to Quinn's	\$150
Gift Card to Altura	\$200
Gift Card to RN74	\$200
Gift Card to Ray's	\$150
Gift Card to The Walrus and the Carpenter	\$150

#### **Grand Prize**

Private Gourmet Seattle Food Tour for 12 \$900

One (1) small gift of sunglasses or a water tumbler per entrant (while supplies last) ARV between \$1.50 and \$2.76 each.

# Total ARV of all prizes: \$9,890

All prize details not specified in these Official Rules will be determined in Sponsor's sole discretion. Sponsor is not responsible for and winner will not receive the difference, if any, between the actual value of the prize at the time of award and the stated ARV in these Official Rules or in any Sweepstakes-related correspondence or materials. Ticket portions of the prize are subject to the terms and conditions of the issuer. Prize, if legitimately claimed, will be awarded. Expenses, including taxes, travel and other insurance, carrier fees, government charges, transfers, as well as any other expenses not specified in these Official Rules as being provided as part of the prize, are the sole responsibility of each winner. Sponsor is not responsible for

and will not replace any lost, mutilated or stolen prize or any prize that is undeliverable or does not reach a winner because of incorrect or changed contact information. If winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited and Sponsor will have no further obligation with respect to that prize or portion of the prize. Sponsor is not responsible for any inability of any winner to accept or use any prize (or portion thereof) for any reason. No transfers, prize substitutions or cash redemptions will be made, except at Sponsor's sole discretion. If for any reason any prize-related event is delayed, cancelled or postponed, Sponsor reserves the right, but is not obligated, to cancel or modify the Sweepstakes in its sole discretion and may award a substitute prize of equal or greater value. Sponsor shall not be responsible for any cancellations, delays, diversions, or substitution or any act or omissions whatsoever by the event venue or any other persons providing any of these services and accommodations necessitated by same. No more than the stated prizes will be awarded. Winner's guest must be the age of majority in the guest's state of residence, unless winner is the quest's parent or legal guardian. Winner agrees that his/her quest must comply with Sponsor's and each prize provider's procedures and policies and must complete, sign, have notarized and return a release of liability and, where legal, a publicity release to Sponsor in the timeframe specified by Sponsor or travel will not be allowed. Once selected by winner, quest cannot be changed without the express consent of Sponsor, which may be withheld for any reason. By entering this Sweepstakes and accepting the prize, the winner agrees to maintain his/her behavior in accordance with all applicable laws and generally accepted social practices in connection with participation in any Sweepstakes- or prize-related activity, including, without limitation, attending the Festival. The winner understands and agrees that Sponsor or prize providers have the right, in their sole discretion, to disqualify and remove the winner or his/her guest from any activity at any time if the winner's or his/her quest's behavior at any point is uncooperative, disruptive, or may or does cause damage to person, property, or the reputation of Sponsor or otherwise violates the policies of the prize providers, and in such a case, the winner will still be solely responsible for all taxes and other expenses related to the prize and responsible for the costs of removing him/her from use of the prize and any related damages, losses, or expenses. Participants waive the right to assert as a cost of winning any prize, any and all costs of verification and redemption or travel to claim or use the prize, and any liability and publicity which might arise from claiming, seeking to claim, or using the prize.

## LIMITATION OF LIABILITY:

EACH ENTRANT AGREES TO RELEASE, HOLD HARMLESS AND INDEMNIFY THE SWEEPSTAKES ENTITIES AND THE RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES AND AGENTS OF EACH (COLLECTIVELY "RELEASED PARTIES") FOR ANY LIABILITY WHATSOEVER FOR INJURIES OR DAMAGES OF ANY KIND SUSTAINED IN CONNECTION WITH THE ACCEPTANCE, POSSESSION, USE, MISUSE OR AWARDING OF THE PRIZE, WHILE PREPARING FOR, PARTICIPATING IN AND/OR TRAVELING TO OR FROM ANY PRIZE- OR SWEEPSTAKES-RELATED ACTIVITY INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS, OR ACCIDENT TO PERSON OR PROPERTY. EACH WINNER AGREES THAT THE PRIZE IS PROVIDED AS-IS WITHOUT ANY WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WHETHER NOW KNOWN OR HEREINAFTER ENACTED, RELATIVE TO THE USE OR ENJOYMENT OF THE PRIZE, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

EACH ENTRANT UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY OF THE UNITED STATES OR PARTICIPATING ELIGIBLE COUNTRY ARE HEREBY EXPRESSLY WAIVED BY HIM/HER AGAINST THE SPONSOR AND RELEASED PARTIES. SECTION 1542 READS AS FOLLOWS:

"CERTAIN CLAIMS NOT AFFECTED BY A GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

#### ADDITIONAL DISCLAIMERS:

Released Parties are not responsible and/or liable for any of the following, whether caused by a Released Party, the entrant, or by human error: entries that are submitted by illegitimate means (such as, without limitation, by an automated computer program) or entries in excess of the stated limit; any lost, late, incomplete, illegible, garbled, mutilated, or misdirected entries or Sweepstakes-related correspondence or materials or postage-due mail; any error, omission, interruption, defect or delay in transmission or communication; viruses or technical or mechanical malfunctions; interrupted or unavailable cable or satellite systems; errors, typos, or misprints in these Official Rules, in any Sweepstakes-related advertisements or other materials; failures of electronic equipment, computer hardware or software; lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications or entry information. Released Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's e-mail account/Twitter account to receive e-mail messages/messages through the Twitter Web Site. Released Parties are not responsible, and may disqualify an entrant, if his or her e-mail address, telephone or other contact information does not work or is changed without entrant giving prior written notice to Sponsor. Released Parties are not responsible for any changes or unavailability of the Twitter service or actions by Twitter that may interfere with the Sweepstakes (including any limitations, any restrictions, or any conditions on Sponsor's ability to use Twitter for the Sweepstakes as set forth herein that are not acceptable to Sponsor) or ability of entrant to timely enter, receive notices or communicate with Sponsor via Twitter, in which case Sponsor, in its sole discretion, may terminate or modify the Sweepstakes.

Without limiting any other provision in these Official Rules, Released Parties are not responsible or liable to any entrant or winner or any person claiming through such entrant or winner for failure to supply the prize or any part thereof in the event that any of the Sweepstakes activities or Released Parties' operations or activities are affected, as determined by Sponsor in its sole discretion, including, without limitation, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any law, rule, regulation, order or other action adopted or taken by any governmental, federal, state or local government authority, or any other cause, whether or not specifically mentioned above.

# **GENERAL RULES:**

By entering the Sweepstakes, (except where prohibited by law) each entrant grants the Sweepstakes Entities, the irrevocable, sublicensable, absolute right and permission to use, publish, post or display his or her name, photograph, likeness, voice, prize information, biographical information, any quotes attributable to him or her and any other indicia of persona (regardless of whether altered, changed, modified, edited, used alone, or used with other material in the Released Parties' sole discretion) for advertising, trade, promotional and publicity purposes without further obligation or compensation of any kind to him or her, anywhere, in any medium now known or hereafter discovered or devised (including, without limitation, on the Internet), world-wide, without any limitation of time and without notice, review or approval and each entrant releases all Released Parties from any and all liability related thereto. Nothing contained in these Official Rules obligates the Sponsor to make use of any of the rights granted herein and winner waives any right to inspect or approve any such use. Sponsor's decisions will be final in all matters relating to this Sweepstakes, including interpretation of these Official Rules and awarding of the prize. All participants, as a condition of entry, agree to be bound by these Official Rules and the decisions of Sponsor. Failure to comply with these Official Rules may result in disqualification from this Sweepstakes. Participants further agree to not damage or cause interruption of the Sweepstakes and/or prevent others from using the Sweepstakes. Sponsor reserves the right to restrict or void online entries or participation from any IP address if any

suspicious entry and/or participation is detected. Sponsor reserves the right, in its sole discretion, to void entries of any entrants who Sponsor believes have attempted to tamper with or impair the administration, security, fairness or proper play of this Sweepstakes. Sponsor's failure to or decision not to enforce any provision in these Official Rules will not constitute a waiver of that or any other provision. In the event there is an alleged or actual ambiguity, discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials and/or these Official Rules (including any alleged discrepancy or inconsistency in these Official Rules), it will be resolved in Sponsor's sole discretion. Entrants waive any right to claim ambiguity in the Sweepstakes or these Official Rules. If Sponsor determines at any time in its sole discretion that the winner or potential winner is disqualified, ineligible, in violation of these Official Rules, or engaging in behavior that Sponsor deems obnoxious, inappropriate, threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to disqualify that winner or potential winner, even if the disqualified winner or potential winner may have been notified or displayed or announced anywhere. The invalidity or unenforceability of any provision of these Official Rules will 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 will otherwise remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. If the Sweepstakes is not capable of running as planned for any reason, Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Sweepstakes and award the prize from eligible entries received prior to cancellation, modification, or suspension or as otherwise deemed fair and appropriate by Sponsor. In the event of a dispute concerning who submitted an Entry Tweet, the Entry Tweet will be declared to have been made by the registered account holder of the e-mail address associated with the Twitter account for the potentially winning Entry Tweet, but only if that person meets all other eligibility criteria. A registered account holder is defined as 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, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Potential winner may be required to provide Sponsor with proof that he/she is the registered account holder for the e-mail address associated with the Twitter account for the potentially winning Entry Tweet. If a dispute cannot be resolved to Sponsor's satisfaction, in its sole discretion, the entry will be deemed ineligible. Any damage made to the Twitter service will be the responsibility of the registered account holder of the e-mail address for the Twitter account submitted at the time of entry. CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES VIOLATES CRIMINAL AND CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SPONSOR MAY DISQUALIFY ANY PARTICIPANT MAKING SUCH ATTEMPT AND MAY SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

# **DISPUTES/GOVERNING LAW:**

Except where prohibited, as a condition of participating in this Sweepstakes, each entrant agrees that any and all disputes that cannot be resolved between the entrant and any Sweepstakes Entity, claims and causes of action arising out of or connected with this Sweepstakes, or the prize awarded, or the determination of the winner must be resolved individually, without resort to any form of class action. Further, in any such dispute, under no circumstances will an entrant be permitted or entitled to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than entrant's actual out-pocket expenses (if any), not to exceed ten U.S. dollars (\$10 USD), and entrant further waives all rights to have damages multiplied or increased.

This Sweepstakes and any dispute arising under or related thereto (whether for breach of contract, tortious conduct or otherwise) will be governed by the laws of the State of California, without reference to its conflicts of law principles. Any legal actions, suits or proceedings related to this Sweepstakes (whether for breach of contract, tortious conduct or otherwise) will be brought exclusively in the state or federal courts located in San Francisco County, California and each entrant accepts and submits to the personal jurisdiction of these California courts with respect to any legal actions, suits or proceedings arising out of or related to this Sweepstakes.

# WINNER'S LIST/OFFICIAL RULES:

To find out the names of the winners as of the date your request is received, send a legal-size, self-addressed, stamped envelope to: Tweet What You Eat Sweepstakes c/o Esurance, 650 Davis Street, San Francisco, California, 94111. Requests must be received no later than two (2) months following the end of the Sweepstakes Period. For a copy of these Official Rules, print out these pages or send a legal-size, self-addressed, stamped envelope prior to the end of the Sweepstakes Period to: Pac-12 Paradise Sweepstakes, c/o Esurance, 650 Davis Street, San Francisco, California, 94111. Only one (1) request of either type per outer envelope, mailed separately, will be fulfilled. Vermont residents may omit return postage with Official Rules requests.

THE SPONSOR OF THIS SWEEPSTAKES IS: Esurance Insurance Services, Inc., 650 Davis St., San Francisco, CA 94111-1922. Any questions, comments or complaints regarding the Sweepstakes should and will be directed to Sponsor, not Twitter.