

## **FIRENZE TRATTORIA'S \$50 DINING CARD FACEBOOK-DRAWING RULES**

**NO PURCHASE NECESSARY TO PLAY OR WIN. A PURCHASE WILL NOT INCREASE YOUR ODDS OF WINNING. VOID WHERE PROHIBITED.** Play from August 7, 2013 through September 18, 2013. Giveaway ends at midnight on September 18, 2013.

**1. TO PARTICIPATE/PLAY:** To participate in the FIRENZE TRATTORIA'S \$50 DINING CARD FACEBOOK-DRAWING: "Like" Firenze Trattoria on Facebook (<http://www.facebook.com/firenzetrattoria>). There is no purchase necessary to participate. Existing Facebook fans will automatically be entered in the drawing. Firenze Trattoria not responsible for Facebook Privacy settings that may block the delivery of certain individual's contact information. In certain cases, individual's Facebook privacy settings may not allow Firenze Trattoria to see the individual's name – therefore making it impossible to draw their name in the contest.

**2. PRIZES/OFFERS:** \$50 DINING CARD to Firenze Trattoria

**3. TO CLAIM PRIZE:** Firenze will contact the prize winner through Facebook, and the winner must claim the prize by coming into Firenze Trattoria to claim the prize.

**4. NOTICE:** This giveaway is void where prohibited. Acceptance of a prize, where lawful, constitutes permission to use name, voice, photograph or likeness of the prize winner for advertising/publicity purposes without additional compensation. Major Prize winners will be obligated to sign and return an affidavit of eligibility and liability release and, where lawful, a publicity release (included on the Prize Claim Form) within ten (10) days of notification by Sponsor. In the event of non-compliance by a Prize winner or if prize is not picked up by the end of the respective month the prize was awarded, the prize will be forfeited and will not be awarded. All federal, state, and local tax liability on all prizes is solely the responsibility of the prize winner. The prize winner will receive a 1099 if the prize value is \$600 or greater. Sponsor may, at its discretion, award any and all prizes to the winner as a gift certificate in the amount of the stated retail value of the prize less applicable taxes. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations as between the participant and Sponsor and any participating companies in connection with this giveaway shall be governed by and construed in accordance with the internal laws of the State of California including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's or jurisdiction's laws. **Limitation of Liability.** Sponsor and any participating companies involved in this giveaway are not responsible for (1) any illegible, late, lost, incomplete, stolen, damaged, misdirected, or undeliverable email; any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability, any garbled, corrupt or jumbled transmissions, any service provider/Internet/web site use, net accessibility, availability or traffic congestions, any technical error or unauthorized human intervention, or any incorrect or inaccurate information or printing errors, whether caused by Sponsor, a

participating company, participant or by any of the equipment or programming associated with or utilized in this giveaway; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the giveaway; (4) technical or human error which may occur in the administration of this giveaway or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participant's participation in this giveaway or receipt, acceptance, possession, use, nonuse, or misuse of any prize. Sponsor and any participating companies are not responsible for any typographical or factual errors or incorrect or inaccurate information, whether caused by tampering, hacking, or by any of the equipment or programming associated with or utilized in the giveaway, and assume no responsibility for any omission, interruption, deletion, defect, or delay in the giveaway, operation or transmission, communications line failure, technical or factual error, theft or destruction or unauthorized access to systems or giveaway materials. Additionally, Sponsor and participating companies bear no liability for acts of Force Majeure or other acts, including, but not limited to store closures and the like, which interfere with the intended proper administration, operation and fulfillment of this giveaway. Sponsor and participating companies are not responsible for any injury, or damage, whether personal or property, to participants or to any other person, related to or resulting from participating in this giveaway. If, for any reason, Sponsor, in its good faith judgment, believes that the giveaway is not capable of running as intended, Sponsor reserves the right at its sole discretion to modify, cancel, or terminate, the giveaway and/or proceed with the giveaway in a manner it deems fair and reasonable in its sole discretion. Sponsor and participating companies, including those companies whose logos or names are used in marketing or promotional materials associated with this giveaway, are not responsible for any liability, whether directly or indirectly, including, without limitation, liability in connection with any injuries, damages or losses of any kind, whether direct or indirect, whether to property or person, including death, arising out of the receipt, acceptance, possession, use, nonuse, or misuse of any prize or discount offer and/or participation in this giveaway, and by participating in the giveaway, participants agree to release and hold all such parties harmless against any claims of liability arising, directly or indirectly, from any prizes or discount offers awarded. Disputes: Except where prohibited, participant agrees that (1) any and all disputes, claims and causes of action arising out of or connected with this giveaway or any prize awarded shall be resolved individually, without resort to any form of court or class action, and exclusively by binding Arbitration under the American Arbitration Association rules and procedures, at which point all arbitration will be conducted in the State of California; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred but in no event attorneys' fees; and (3) under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, and any and all rights to have damages multiplied or otherwise increased. Prizes cannot be substituted or transferred except at the sole discretion of Sponsor.

**5. WINNERS LIST:** The Winner's name will be posted on Facebook and FirenzeTrattoria.com.

**6. GIVEAWAY DATES:** The giveaway is scheduled to commence on August 7, 2013. The scheduled termination date is September 18, 2013, subject to prize availability. All prizes not properly claimed by December 31, 2013, will be forfeited.

**7. GIVEAWAY DELAY/EXTENSION:** Sponsor may delay the giveaway commencement date and thereafter extend the giveaway period for any reason. In the event of such a delay or extension, all dates herein are subject to a corresponding delay and/or extension.

**8. ODDS:** Odds are based on number of entries.