



OFFICIAL RULES & REGULATIONS FOR THE 805 LIVING DISHING IT OUT FOR CHARITY CONTEST.

ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED.

HOW TO ENTER: Beginning November 1, 2024 at 12:01 a.m. (PST) through December 31, 2024 at 11:59 p.m. (PST), visit any of the restaurants participating in 805 Living's Dishing It Out for Charity challenge and take a photo of the restaurant's official Dishing It Out for Charity dish you ordered (see page 57 of the [November 2024](#) issue for official participants and their chosen dishes). Upload your photo to your Instagram account along with the hashtag #805LivingDIOFC24 and the restaurant name to enter for a chance to win one of five \$100 gift cards to Finney's Crafthouse. Submissions will not be accepted once the deadline lapses. You may enter more than once, however, only one entry per restaurant/dish is permitted and you must complete a separate post/entry for each dish. Entries/posts without the #805LivingDIOFC24 hashtag and the restaurant name are not eligible. Photographs submitted via mail/courier are not accepted.

WINNER SELECTION: Five winners will be selected by a random drawing from among all qualified entries. Decisions made by 3Digit Media/805 Living are final. All photos must be original, taken solely by the entrant. Photos that violate or infringe upon another person's rights, including but not limited to copyright, are not eligible. 3Digit Media/805 Living reserves the right to disqualify any entry that does not conform to stated contest rules and regulations.

PRIZE: Prizes are awarded "as is," and will be mailed via USPS to the winners. Five winners will be selected and will each receive a \$100 gift card to Finney's Crafthouse.

SPONSOR: The Sponsor of this Promotion is 3Digit Media, LLC, publisher of 805 Living. 3717 E. Thousand Oaks Blvd., Westlake Village, CA 91362. Please do not contact 3Digit Media about the status of entries and/or results.

ENTRIES: You may enter with photos of any participating dishes as long as each entry is an individual post, (one photo per entry). Entries will not be accepted unless submitted via Instagram, which has no affiliation with this contest. Entries not submitted through the proper channel will be deleted or discarded. Entries using macro, robotic, script or other forms of automatic entry will be disqualified. Proof of submission does not constitute proof of receipt. If there is a dispute as to the identity of an online entrant, the prize will be awarded to the authorized account holder. The “authorized account holder” is defined as the natural person to whom the Instagram account is assigned.

PARTICIPATION/RIGHTS: Participation in the contest requires the collection of your name, email address, and mailing address. By entering, you are consenting to the use of your name and email address for further communications from 805 Living.

ELIGIBILITY: Open to legal residents of the US and Puerto Rico, ages 21 years or older. Employees of Sponsor, its parents, affiliates and subsidiaries, participating advertising and promotion agencies, and prize suppliers (and members of their immediate family and/or those living in the same household of each such employee) are not eligible. By entering, contestants certify that they meet all eligibility requirements and agree to the rules of the promotion/contest.

CONDITIONS OF PARTICIPATION: Entrants must have a valid Instagram account and email address and it is the entrant's responsibility to update Sponsor of any change in e-mail address. Expenses not specifically included in prize description and all taxes are the sole responsibility of the winner. Each prize is awarded "as is" with no warranty or guarantee, either express or implied. No substitution of a prize permitted, except Sponsor reserves the right to substitute prize for an item of equal or greater value in the event an advertised prize is unavailable. All federal, state, provincial and local laws and regulations apply. Entrants agree to be bound by the terms of these Official Rules and by the decisions of Sponsor, which are final and binding on all matters pertaining to this Promotion. Winner may be required to sign and return an Affidavit of Eligibility, a Liability Release and where legally permissible a Publicity Release within 7 days following the date of first attempted notification. Failure to comply with this deadline may result in forfeiture of the prize and selection of an alternate winner. Return of any prize/prize notification as undeliverable may result in

disqualification and selection of an alternate winner. Acceptance of the prize constitutes permission for Sponsor and its agencies/affiliates to use winner's name and/or likeness, biographical material and/or entry (including an altered form of the entry) for editorial, advertising, and promotional purposes without additional compensation, unless prohibited by law. By accepting prize, winner agrees to hold Sponsor, its advertising and promotion agencies and their respective parent companies, subsidiaries, affiliates, partners, representative agents, successors, assigns, officers, directors, and employees harmless for any injury or damage caused or claimed to be caused by participation in the Promotion or acceptance or use of the prize. Sponsor is not responsible for any printing, typographical, mechanical or other error in the printing of the offer, administration of the Promotion or in the announcement of the prize. Violators of contest rules will be removed from the contest, stripped of any prize(s), and banned from entering future contests. 3Digit Media/805 Living reserves the right to cancel the contest or modify these rules at its discretion. The contest is void where prohibited or restricted by law. INTERNET: Sponsor is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any Web site or any combination thereof. If for any reason the Internet portion of the program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Promotion, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion. Sponsor reserves the right to select winners from eligible entries received as of the termination date. Sponsor further reserves the right to disqualify any individual who tampers with the entry process. Sponsor may prohibit an entrant from participating in a Promotion if it determines that said entrant is attempting to undermine the legitimate operation of the Promotion by cheating, hacking, deception or other unfair playing practices or intending to abuse, threaten or harass other entrants. Caution: Any attempt by a participant to deliberately damage any Web site or undermine the legitimate operation of the Promotion is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such participant to the fullest extent of the law. DISPUTES/CHOICE OF LAW: Except where prohibited, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected

with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by state court situated in Ventura County, 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) no punitive, incidental, special, consequential or other damages, including without limitation lost profits may be awarded (collectively, "Special Damages"), and (4) entrant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased. California State law, without reference to California's choice of law rules, governs the Promotion and all aspects related thereto.