

ULTIMATE OAKLAND CULINARY EXPERIENCE GIVEAWAY RULES

HOW TO ENTER:

During the Promotion Period, there are two (2) ways to enter the Sweepstakes:

- Enter online: Visit <https://www.visitoakland.com/ultimate-oakland-culinary-experience-giveaway/> and fill out the online entry form valid email address. Upon submission, you will automatically receive one (1) entry into the Sweepstakes.
- Enter by mail: To enter without online access, hand print your name, address, phone number, valid email address and date of birth on a 3" x 5" piece of paper and mail it in an envelope with proper postage to "Ultimate Oakland Culinary Experience Giveaway", c/o Visit Oakland Marketing Dept. 481 Water Street Oakland, CA 94687.
- All mail-in entries must be handwritten and must be postmarked by November 14, 2024, and received by November 21, 2024. You will receive one (1) entry into the Sweepstakes for your timely, properly addressed mail-in request. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified.

Sweepstakes Entries begin on Wednesday, October 23, 2024, at 12:00 pm PST and ends on Friday, November 22, 2024 at 4:00 pm PST. Winners will be notified by Visit Oakland via email on Friday, November 22, 2024 and will also be announced on social media.

COMPLETE RULES BELOW:

NO PURCHASE OR PAYMENT REQUIRED TO ENTER OR WIN. SWEEPSTAKES VOID WHERE PROHIBITED.

Sponsor:

Visit Oakland
Marketing Department
481 Water Street
Oakland, CA 94687

The details of the prize and how to enter the Sweepstakes are contained in these Official Rules.

ELIGIBILITY:

The Visit Oakland & Ultimate Oakland Culinary Experience Giveaway (the "Sweepstakes") is only open to legal residents of the 50 United States and the District of Columbia (excluding Alaska), age 18 or older at time of entry. Void where prohibited or restricted by law, rule or regulation. Employees of Visit Oakland (Sponsor) and Partners, Southwest Airlines, Kissel Uptown Oakland – The Unbound Collection by Hyatt, Capitol Corridor Joint Powers Authority (CCJPA), Waterfront Hotel, Oakland Marriott City Center and its respective affiliates, subsidiaries, advertising or promotion agencies are not eligible, nor are members of these employees' families (defined as

parents, children, siblings, spouse, and life partners). Proof of residency and age may be required. The Sweepstakes is subject to all applicable federal, state, and local laws, rules and regulations.

Timing The Sweepstakes begins at 12:00 pm Pacific Standard Time (“PDT”) on Wednesday, October 23, 2024, and ends at 4:00 pm PST on Friday, November 22, 2024, (“Promotion Period”). Three (3) winners (First Place, Second Place and Third Place winners) be randomly selected and notified on Friday, November 22, 2024. Entries received prior to or after the Promotion Period are disqualified. By participating in the Sweepstakes, entrants hereby agree to all personal information uses and disclaimers as explained in Sponsor’s Privacy Policy at www.visitoakland.com/privacy-policy. Notwithstanding any contrary provision in the Sponsor’s privacy policies, entrants grant to the Sponsor, and the Sponsor reserves, the right to use any and all information related to the Sweepstakes, including information provided by entrants in connection with the Sweepstakes, for any purpose, unless prohibited by law. Entrants may be required to sign a release, which grants the Sponsor the right to use and publish their proper name online or in any other media in connection with the Sweepstakes. In order to accept a prize, entrants shall be required to sign a release that grants permission to the Sponsor to use his or her name, photograph, likeness, prize information and/or biographical information without future compensation unless prohibited by law. By entering, participants release and hold harmless the Sponsor(s), its respective parents, subsidiaries, affiliates, directors, officers, employees, and agents from any and all liability for any injuries, loss or damages of any kind arising from or in connection with the Sweepstakes, Sponsor’s website or any prize won. Agreement to Official Rules Participation in the Sweepstakes constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and Sponsor's Privacy Policy at www.visitoakland.com/privacy-policy and to be contacted by telephone and/or email. Odds of winning depend on the total number of eligible entries received. Limit one (1) entry per person.

Selection of Three (3) Winners (First Place, Second Place and Third Place Winners: “Winner”) will be selected at random and contacted by Visit Oakland by email on Friday, November 22, 2024. Sponsor's decisions as to all matters related to administration of the Sweepstakes and selection of Winner is final. Potential Winner must comply with all terms and conditions set forth in these Official Rules, and winning and award of prize is contingent upon fulfilling all requirements. If a potential winner cannot be contacted within twenty-four (24) hours after the first attempt to contact such potential winner, an alternate entrant will be selected in his or her place at random from all eligible entries received.

PRIZES:

FIRST PLACE:

Total retail value of \$2,450

- Roundtrip air travel for Two (2) from any U.S. city serviced by Southwest Airlines to San Francisco Bay Oakland International Airport (OAK). Estimated retail value: \$800
- One (1) double occupancy hotel room for two (2) nights at the Kissel Uptown Oakland. Estimated retail value: \$650
- Six (6) Dining Certificates to Oakland Restaurants of the winner’s choice - Two (2) Breakfast certificates valued at \$80 each, Two (2) Lunch certificates valued at \$120 each and Two (2) Dinner certificates valued at \$300 each. Estimated retail value: \$800

SECOND PLACE:

Total retail value of \$816

- Two (2) roundtrip Capitol Corridor tickets to Oakland, CA. Estimated retail value: \$116
- One (1) double occupancy hotel room for one (1) night at the Waterfront Hotel including complimentary hotel parking. Estimated retail value: \$200
- Three (3) Dining Certificates to Oakland Restaurants of the winner's choice - One (1) Breakfast certificate valued at \$80, One (1) Lunch certificate valued at \$120 and One (1) Dinner certificate valued at \$300

THIRD PLACE:

Total retail value of \$630

- One (1) double occupancy hotel room for one (1) night at the Oakland Marriott City Center including complimentary hotel parking. Estimated retail value: \$250
- Two (2) Dining Certificates to Oakland Restaurants of the winner's choice - One (1) Dinner certificate valued at \$300 and One (1) Breakfast certificate valued at \$80

Winner is fully responsible for any and all applicable federal, state, and local taxes (including income and withholding taxes). All costs and expenses associated with Prize acceptance and use not specified herein as being provided are the sole responsibility of Winner. All prize details are at Sponsor's sole discretion. The Prize is non-transferable and non-assignable, with no cash redemptions or substitutions except at Sponsor's sole and absolute discretion. Sponsor reserves the right to substitute a prize (or portion thereof) with one of comparable or greater value, at its sole and absolute discretion.

All federal, state and local taxes related to the Prize are the sole responsibility of each Winner. All other expenses and costs not expressly listed above are Winner's sole responsibility. No refunds or credit for changes are allowed. No transfer of the prize is permitted. Return of any prize notification as undeliverable may result in disqualification and selection of an alternate winner.

GENERAL CONDITIONS

The Sweepstakes is governed by the laws of the United States and the State of California, excluding conflicts of laws principles. All federal, state and local laws and regulations apply. Sweepstakes void where prohibited. Sweepstakes may only be entered in or from United States and entries originating from any other jurisdiction are not eligible for entry.

Except where prohibited by law, Winner and guest grant to Sponsor and its advertising agencies the right to use and publish Winner's and Winner's guest's photo, proper name, likeness, voice, opinions, biographical information and state in any media to promote the Sweepstakes without additional compensation. By entering, you release, indemnify and hold harmless Sponsor, any sponsor of the Sweepstakes, and each of their respective subsidiaries, affiliates, owners, members, shareholders, directors, officers, employees and agents ("Releases") from any and all liability for any injuries, loss or damage of any kind, including death, arising from or in connection with the Sweepstakes or receipt or use and/or misuse of any prize. Sponsor reserves the right to cancel or modify the Sweepstakes if fraud or any other factor impairs the integrity of the Sweepstakes as determined by Sponsor in its

sole discretion. Online entries are deemed made by the authorized account holder of the e-mail address submitted at the time of entry. The "authorized account holder" is deemed the natural person who is assigned to an e-mail address by an Internet access provider, service provider or other online organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. A potential winner may be requested to provide Sponsor with proof that the potential winner is the authorized account holder of the e-mail address associated with the winning entry. Prize will only be awarded to the authorized account holder If, in Sponsor opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if technical difficulties compromise the integrity of the Sweepstakes, Sponsor reserves the right in its sole discretion to void any entries at issue (including disqualifying any individual who tampers or otherwise interferes with the entry process), and to cancel, terminate, modify or suspend the Sweepstakes, in whole or in part, at any time without notice. In the event of such cancellation, Sponsor reserves the right to award prize in a random drawing from all eligible entries received before the time of cancellation. Sponsor in no way promote illegal acts, and any and all entries which include or promote illegal acts will be disqualified. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction of unauthorized access to, or alternation of, entries. Sponsor is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry received by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site, any combination thereof, or otherwise, including any injury or damage to entrant's or any other person's computer related to or resulting from participation or downloading any materials in the sweepstakes. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Participants in the Sweepstakes hereby consent to the exclusive jurisdiction and venue of California courts (state and federal) in Alameda County for any causes or controversies arising out of the sweepstakes. Winner and any guest of Winner waive any and all objections to jurisdiction and venue in these courts. Entrants hereby agree that any and all disputes, claims, causes of action, or controversies ("Claims") arising out of or in connection with this Sweepstakes shall be resolved, upon the election by entrant or Sponsor, by arbitration pursuant to this provision and the code of procedures of either the National Arbitration Forum ("NAF") or the American Arbitration Association ("AAA"), as selected by the entrant. IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM. FURTHER, NEITHER SPONSOR NOR ENTRANT WILL HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR OTHER PERSONS SIMILARLY SITUATED, OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT ENTRANT WOULD HAVE IF ENTRANT WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. The arbitrator's authority to resolve Claims is limited to Claims between Sponsor and entrant alone, and the arbitrator's authority to make awards is limited to awards to Sponsor and entrant alone. Furthermore, claims brought by either party against the other may not be joined or consolidated in arbitration with Claims brought by or against any third party, unless agreed to in writing by all parties. No arbitration award or decision

will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration.

Winner List Sweepstakes results and copy of these Official Rules may be obtained by sending a self-addressed, stamped envelope to: "Visit Oakland & The Ultimate Oakland Culinary Experience Giveaway" Visit Oakland, Attn: Marketing Dept., 481 Water Street Oakland, CA 94687.