

# Dine, Shop, Explore Social Media Photo Contest

## Rules and Regulations

### Rules of Entry

- Must upload 3 images to either Facebook, Twitter or Instagram of the following:
  - 1 image showing us how you dine in La Mesa
  - 1 image showing us how you shop in La Mesa
  - 1 image showing us how you explore La Mesa
- Participants must upload ALL 3 photos within the timeframe of July 6, 12 a.m. – July 8, 11:59 p.m. PT
- Winners will be determined by the following:
  - Most creative execution of dining, shopping and exploring in La Mesa
  - Posts all 3 photos within the given timeframe
  - Adheres to all contest rules and regulations
- Winners will be chosen and notified by Friday July 13 and will be notified through the social media platform they chose to use for entry
  - Must have their “Direct Messages” enabled
- Winners will be determined by an administrative third party, not City staff

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### Mandatories:

No purchase necessary. Void where prohibited. The City of La Mesa Dine, Shop, Explore Social Media Photo Contest is sponsored by the City of La Mesa. Open to legal residents of the 50 U.S. & D.C., 18 or older. The one weekend contest begins July 6, 2018 at 12:00 a.m. PT and ends July 8, 2018 at 11:59 p.m. PT.

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## DINE, SHOP, EXPLORE SOCIAL MEDIA PHOTO CONTEST OFFICIAL RULES

### NO PURCHASE NECESSARY TO ENTER OR WIN.

**OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND DISTRICT OF COLUMBIA, 18 YEARS OF AGE OR OVER. INTERNET ACCESS REQUIRED. STANDARD DATA CHARGES MAY APPLY.**

**This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter or Instagram. You understand that you are providing your information to the City of La Mesa and not Facebook, Twitter or Instagram.**

1. **Social Media Contest Period:** The City of La Mesa Dine, Shop, Explore Social Media Contest (the “**Social Media Contest**”) takes place one (1) time over (1) weekend beginning July 6, 2016 at 12:00 a.m. PT (“**PT**”) and ending July 8, 2018 at 11:59 p.m. PT (the “**Social Media Contest Period**”).

2. **Eligibility:** Open to legal residents of the 50 United States and the District of Columbia, 18 years of age or older as of date of entry. Employees of the City of La Mesa (“**Sponsor**”), MIG|MJE (“**Administrator**”), their respective affiliates, parents, subsidiaries, divisions, suppliers, distributors and advertising, promotional and judging agencies (collectively the “**Sponsor and its Administrators**”), and its affiliates and each of their respective employees, directors, officers, members, assigns and agents and their immediate family members and/or those living in the same household of each are not eligible to participate or win.
3. **How To Enter: There are (3) ways to enter:** You may enter on [www.facebook.com](http://www.facebook.com), [www.twitter.com](http://www.twitter.com), or [www.instagram.com](http://www.instagram.com) during the Social Media Contest Period by uploading one photo from each category (Dine, Shop, Explore) to one consistent social media platform. Picture must be taken within La Mesa city limits, but participants aren’t required to be a resident. By successfully posting all three photos, the entrant (the “**Entrant**”) receives one (1) entry into the Social Media Contest. Potential winners may be required to show proof of being the authorized account holder of the Facebook, Twitter or Instagram account associated with the entry. By entering, you agree that you are solely responsible for all data or Internet service charges that you incur. All such charges are billed by and payable to your mobile service provider or Internet service provider. Please contact your participating mobile service provider or Internet service provider for pricing plans, participation status and details. All entry components submitted shall herein be referred to as the entry (the “**Entry**”). Entries will be judged by the Administrator. One (1) Entry per person. Entrant may be named as a Prize winner up to (1) time during the Social Media Contest Period. The person submitting the Entry will be deemed the entrant. In the event of a dispute as to the identity of an Entrant, the Entrant will be deemed the name appearing on the Entry. The Entry must: 1) be complete to be eligible; 2) be the property of the Entrant. Any Entry not in compliance with the above and which does not meet the requirements of these Official Rules will be disqualified. Participation is subject to disqualification of Entry, if multiple email accounts are used by the same person. All Entries must be completed and submitted within the date outlines in the post, to be eligible. Normal Internet access and usage charges imposed by Entrants’ online service may apply.
4. **Entry Requirements:** By entering, your Entry, excluding contact information, may be featured on Sponsor’s social media channels for promotional purposes. In order to be entered into the Social Media Contest, Entrants must comply with registration instructions when submitting their Entry. Entrants and winner acknowledge and agree that information from Entries, excluding contact information, may be used by the Sponsor to contact an Entrant in the event an Entrant is selected as a winner through a selective process by the Administrator. Automated, script, macro or robotic Entries submitted by individuals will be disqualified. Entries, excluding contact information, may be posted on the Sponsor’s website, and may be posted on other non-affiliated websites, in Sponsor’s sole discretion. Any Entry not in compliance with the above and which does not meet the requirements of these Official Rules will be disqualified.
5. **Social Media Contest Winners Selection:** At least 6 Grand Prize winners will be selected and announced by July 13, 2018, 11:59 p.m. PT. The selection process may be conducted by the **Sponsor or Administrator**, both organizations whose decisions are final on all matters relating to the Social Media Contest. The odds of winning one of the Prizes will depend on the discretion

of the Sponsor or Administrator determining whether or not the Entrant had one of the top 6 “the most collectively creative entries.”

6. **Prizes:** Prizes may vary and will be outlined in the weekly Social Media Contest rules. Prizes are awarded “as is” without any warranty or guaranty of any kind. No substitution or transfer of prize permitted.
  
7. **General Rules:** Prize is nontransferable and no cash substitution is allowed. The Prize winners will be notified via Facebook, Twitter or Instagram “Message” and confirmed within forty eight (48) hours from the date the Prize winner was notified via Facebook, Twitter or Instagram “Message”. If any of the potential Prize winners do not respond to the message within forty eight (48) hours, he/she will be disqualified and an alternate will be selected. Return of prize or prize notification message as undeliverable may result in disqualification and alternate selection. Prize winners and all Entrants, as a condition of entry into the Social Media Contest, agree to release and hold harmless Sponsor and its Administrators, Twitter, Instagram and each of their respective agencies, parents, subsidiaries, affiliates and each of their respective officers, directors, shareholders, members, employees, agents, assigns, and all others associated with the development and execution of the Social Media Contest (collectively the “**Released Parties**”) from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with submitting an Entry or otherwise participating in any aspect of the Social Media Contest, the receipt, ownership or use of prize awarded or any typographical or other error in these Official Rules or the announcement or offering of the prize. Winner assumes all liability for any injury or damage caused, or claimed to be caused by participation in the Social Media Contest or use or redemption of the prize. Acceptance of the prize constitutes permission to use winner’s name, likeness, and Entry, excluding contact information, and photographs for promotional purposes (including any possible public relations opportunities) without further compensation except where prohibited by law. By entering, Entrant accepts and agrees to be bound by these Official Rules. Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process or the operation of the Social Media Contest; violates the Official Rules; acts in an unsportsmanlike or disruptive manner; or acts with intent to annoy, abuse, threaten or harass any other person. The Released Parties are not responsible for technical, hardware or software malfunctions, telephone failures of any kind, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications, whether caused by the sender, by any of the equipment or programming associated with or utilized in the Social Media Contest which may limit the ability to participate, or by any human error which may occur in the processing of the Entries in the Social Media Contest. Entries generated by script or bot are not eligible. Sponsor reserves the right to cancel, terminate or modify the Social Media Contest if it cannot be completed as planned for any reason, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, technical failures or corruption of any sort. In such event, Sponsor will award the prize in a random drawing from eligible Entries received prior to cancellation. Void where prohibited by law and subject to all federal, state and local laws. As a condition of entering the Social Media Contest, Entrant (or parent/legal guardian if Entrant is a minor in his/her state of residence) agrees that: 1) under no circumstance will Entrant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, consequential, travel or any other damages, other than for out-of-pocket expenses;

2) all causes of action arising out of or connected with the Social Media Contest, or prize awarded, shall be resolved individually, without resort to any form of class action; and 3) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, but in no event will Entrant be entitled to receive attorneys' fees or other legal costs.

8. **Winner:** For the names of the Prize winners, available after July 13, 2018, send a stamped, self-addressed envelope to: City of La Mesa, Dine Shop Explore Social Media Contest, c/o Jessica Mackey, 8130 Allison Avenue, La Mesa, California 91942. Residents of Vermont may omit return postage.
  
9. **Sponsor/ Administrator:** The **Sponsor** of the Social Media Contest is the City of La Mesa, 8130 Allison Avenue, La Mesa, California 91942. The **Administrator** of the Social Media Contest is MIG|MJE, 3111 Camino del Rio North, San Diego, CA 92108.