

## Terms & Conditions

### **NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.**

1. Eligibility: This Contest (the “contest”) is offered to members of the Senior Dining Association only and who are 18 years of age or older as of the date of entry. The Contest is only open to legal residents of the United States and its territories, and is void where prohibited by law. Employees of Senior Dining Association, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the “Employees”), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Contest. The Contest is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.
2. Agreement to Rules: By participating, the Contestant (“You”) agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of Senior Dining Association as final and binding as it relates to the content of this Contest.
3. PROMOTIONAL PERIOD. The promotional period for this Contest begins and ends on the dates on the entry page. (“Promotional Period”).
4. How to Enter: The Contest must be entered by submitting an entry using the online form provided at [WWW.SENIORDINING.ORG/CONTEST](http://WWW.SENIORDINING.ORG/CONTEST). or via link on SDA Newsletter, SENIOR DINING NOW or Facebook. The entry must fulfill all Contest requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the guidelines or specifications may be disqualified at the sole discretion of Senior Dining Association. Optional verbiage to include: You may enter only once. You must provide the information requested. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of Senior Dining Association.
5. Prizes: The Winner(s) of the Contest (the “Winner”) will receive prizes that amount to less than \$500. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by Senior Dining Association. No cash or other prize substitution shall be permitted except at Senior Dining Association discretion. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for Senior Dining Association to use Winner’s name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.
6. Odds: The odds of winning depend on the number of eligible entries received.
7. Winner Selection and Notification: Winner will be selected by a panel of judges under the supervision of Senior Dining Association or designated representative of the Senior Dining Association. Winner will be notified by email within Seven (7) days following selection of Winner. Senior Dining Association shall have no liability for Winner’s failure to receive notices due to spam, junk e-mail or other security settings or for Winner’s provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within ten (10) days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited, and an alternate Winner selected. Receipt by Winner of the prize offered in this Contest is conditioned upon compliance with any and all federal, state, and local laws and regulations. **ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT SENIOR DINING ASSOCIATION SOLE DISCRETION) WILL RESULT IN WINNER’S DISQUALIFICATION AS WINNER OF THE CONTEST, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.**
8. Rights Granted by You: By entering this content (e.g., photo, video, text, etc.), You understand and agree that Senior Dining Association, anyone acting on behalf of Senior Dining Association, and Senior Dining Association’s licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Contest, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes. without any further compensation, notice, review, or consent. Optional verbiage for Contests: By entering this content, You represent and warrant that your entry is an original work of authorship, and does not violate any third party’s proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, You will be disqualified at the sole discretion of Senior Dining Association. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual property rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless Senior Dining Association from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which Senior Dining Association may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party’s right.

9. Terms & Conditions: Senior Dining Association reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest should virus, bug, non-authorized human intervention, fraud, or other cause beyond Senior Dining Association's control corrupt or affect the administration, security, fairness, or proper conduct of the Contest. In such case, Senior Dining Association may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Senior Dining Association. Senior Dining Association reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Contest or website or violates these Terms & Conditions. Senior Dining Association has the right, in its sole discretion, to maintain the integrity of the Contest, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Contest rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws. Should such attempt be made, Senior Dining Association reserves the right to seek damages to the fullest extent permitted by law.

10. Limitation of Liability: By entering, You agree to release and hold harmless Senior Dining Association and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Contest and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

11. Disputes: THIS CONTEST IS GOVERNED BY THE LAWS OF the UNITED STATES AND NORTH CAROLINA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Contest, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Mecklenburg County, North Carolina having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Contest). Participant further waives all rights to have damages multiplied or increased.

12. Sponsor: The Sponsor of the Contest is Senior Dining Association, 3711 Cole Mill Road, Charlotte NC 28270. Facebook: If you use Facebook to communicate or administer a contest or sweepstakes, include the following: The Contest hosted by Senior Dining Association is in no way sponsored, endorsed, administered by, or associated with Facebook.

13. COPPA Policy In accordance with the Children's Online Protection Policy, we cannot accept registration from anyone under the age of eighteen. COPPA provides protection for children while online and prohibits Websites from accepting any identifiable data or information from anyone thirteen and under.