

## **Fashion Island Hotel #SweetheartSweepstakes Official Rules**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A purchase will not improve your chances of winning.**

1. **Eligibility.** Fashion Island Hotel #SweetheartSweepstakes (the "Sweepstakes") is open only to legal residents of the United States of America who are 21 years of age or older at the time of entry. Employees, associates, officers, directors and contractors of Sponsor and its affiliated companies and advertising or sweepstakes agencies, and their immediate family (spouse, parents, siblings and children) or persons residing in the same household, are not eligible to participate or to win a prize. The Sweepstakes is subject to all applicable federal, state and local laws and regulations and is void where prohibited. Participation in this Sweepstakes constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Any Entry determined by Sponsor in its discretion to violate these Official Rules will be disqualified and ineligible for any prize.

2. **Timing.** The entry period begins on MONDAY, FEBRUARY 10, 2020 at 11:00 A.M. Pacific Time ("PT") and ends on MONDAY, FEBRUARY 24, 2020 at 11:59 P.M. PT (the "Entry Period"). Sponsor's computer is the official time-keeping device for the Sweepstakes.

3. **Sponsor.** Island Hotel Finance LLC, 690 Newport Center Drive, Newport Beach, CA 92660 is the sponsor of the Sweepstakes ("Sponsor"). Sponsor reserves its right, in its sole discretion, to modify, cancel or terminate this Sweepstakes if any fraud, technical failures or any other factor impairs, corrupts or interferes with the administration, security, fairness, integrity or proper play of the Sweepstakes. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram or Twitter.

5. **How to Enter.** Eligible Entrants (each, an "Entrant") may enter via Sponsor's Facebook page found on [facebook.com/fashionislandhotel/](https://facebook.com/fashionislandhotel/). Entrants must follow the entry form instructions to provide Entrant's first and last name, and email address during the Entry Period. Limit one (1) entry per person. Automated entries or entries by commercial sweepstakes services are not permitted. If more than one (1) entry is received from an Entrant, or if an automated entry is received, Sponsor reserves the right to disqualify all the Entrant's entries. By entering the Sweepstakes, entrants agree to be contacted by Sponsor for winner notification and by Sponsor, its affiliates and others for advertising purposes.

6. **Prizes.** One (1) prize will be awarded. Prize is (1) gift certificate for one-night stay in an Island King Room at Fashion Island Hotel and breakfast for two at Oak Grill. Approximate Retail Value of prize (ARV) \$510.00 ("Prize). All reservations based on availability and blackout dates. Prize is inclusive of Destination Fee. Prize is exclusive of parking, taxes and service charges. All federal, state, and local taxes and other expenses and costs, not expressly listed as included in the Prize, are the winner's sole responsibility. No cash alternative, prize substitution or other changes will be allowed. The Prize is nontransferable and may not be combined with any other offers or promotions.

7. **Selection and Notification of Winners.** The winner will be selected by a random drawing on or about TUESDAY, FEBRUARY 25, 2020 from all eligible entries received during the Entry Period. Odds of winning the Sweepstakes depend on total number of eligible entries received. The winner need not be present to win. The Potential winner will be notified by email at the email address provided on the

entry form within one (1) week of the drawing. The potential winner must respond by providing requested information and may be required to sign and return to Sponsor an Affidavit of Eligibility and Publicity Release, which may include W-9 information for 1099 tax reporting, within two (2) days of notification. If the potential winner does not respond with requested information, is ineligible or unwilling to accept the Prize, or does not return the signed Affidavit of Eligibility and Publicity Release and W-9 information if applicable, within two (2) days of notification, an alternate potential winner will be selected at random from all remaining eligible entries and notified in the same manner. The Prize will be mailed to the winner at the winner's postal address in Sponsor's records. The winner should allow two (2) weeks after winner confirmation for delivery of the Prize. The Prize will be awarded. One (1) prize per person.

**8. Publicity.** Except where prohibited, participation in the Sweepstakes constitutes the winner's consent to Sponsor's, its affiliated companies' and their agents' use of the winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

**9. Release.** Sponsor, Facebook, Instagram and Twitter, and their affiliated companies and their employees, directors, officers, shareholders, partners, members and agents (collectively, the "Released Parties") are not responsible for printing or typographical errors, stolen or fraudulent entries, or entries that are delayed, garbled or lost due to computer or electronic malfunction or human or technical failures. The Released Parties are not responsible for any injuries, losses, damages or costs of any kind arising in connection with, or as a result of, any entrant's participation in the Sweepstakes or the winner's acceptance or use of the Prize. Entrant hereby releases and agrees to indemnify and hold the Released Parties harmless from any and all losses, damages, rights, claims and actions of any kind arising in connection with or as a result of participation in the Sweepstakes, entrant's acceptance or use of any Prize, or any use of information about entrants, as an entrant or winner.

**Entrant acknowledges that he/she is familiar with the provisions of California Civil Code § 1542, which provides as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." Being aware of said code section, entrant hereby expressly waives any rights he/she may have thereunder, as well as any other statute or common law principles of similar effect.**

**10. Taxes; Other Charges.** The winners are solely responsible for payment of all federal, state, and local taxes on the Prize and for any expenses not specifically mentioned in the Prize description. Sponsor may request information from the winner for tax reporting. Entrants are responsible for all online charges of any internet service or wireless carrier.

**11. Governing Law.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its conflict of law provisions, except as to matters relating to arbitration, which shall be governed by the Federal Arbitration Act.

12. **Disputes.** Any dispute with Sponsor arising out of or relating to the Sweepstakes or the Prize will be decided only by arbitration, individually and not on a class-wide basis. Any arbitration will be administered by the American Arbitration Association and will take place in Orange County, California.

13. **Entrant's Personal Information.** Information collected from entrants is subject to Sponsor's Privacy Policy (<http://www.irvinecompany.com/privacy-policy.aspx>).

14. **Copies of Official Rules and Winners' List.** For a copy of these Official Rules or the winners' list, send a self-addressed, stamped envelope to Irvine Company, P.O. Box 57060, Irvine, CA 92610-7060. The winners' list will be available on or after FEBRUARY 25, 2020.