The Eat|See|Hear Contest
OFFICIAL RULES

1. The Eat|See|Hear Contest (the “Promotion”) is sponsored by Los Angeles Times, 2300 E. Imperial Hwy El Segundo, CA 90245 (“Sponsor”). Promotion is offered only within a 75-mile radius of 2300 E. Imperial (“Promotion Area”). Void outside Promotion Area and where prohibited.

2. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS PROMOTION.

3. Sponsor will be entitled to interpret these Official Rules — including but not limited to rules regarding entries, deadlines, winner selection, prize restrictions, and eligibility — and all of Sponsor’s decisions are final. By entering, entrants agree to these Official Rules.

4. Promotion begins on March 10th, 2020 at 10:00 AM PT and runs through March 27th, 2020 at 11:59 PM PT (“Promotion Period”). Sponsor’s computer is the official time-keeping device for this Promotion.

ELIGIBILITY

5. To be eligible, each entrant must be at least 21 years of age and be a legal resident of the Promotion Area (above) as of the Promotion start date.

6. Officers, directors, members, owners, and employees of Sponsor, Showtime Networks Inc., Autry Museum of the American West, Laemmle Theatres, Los Angeles Times, and of their respective subsidiaries and affiliated companies, any prize supplier or entity directly involved in the development or administration of this Promotion, and those individuals’ immediate family members (defined as spouse, children, parents, siblings, grandparents, and grandchildren) and members of their households are not eligible to enter or win. The term “household” includes all persons residing together in a single residence, whether or not related.

TO ENTER

7. Entries will be accepted during the Promotion Period. To enter, visit www.eatseehear.com (the “Promotion Page”) and accurately complete official entry form on the Promotion Page with all required information, which may include your full name, current mailing address, phone number, email address and age or date of birth. You will also be presented with images that relate to the films being shown in the 2020 Eat|See|Hear season and be asked to guess the titles of the films. By entering, you are also signing up for the free LA Times Eat | See | Hear email newsletter (if you are not already a subscriber).
8. All entries must be received by Sponsor by the close of the Promotion Period. Proof of sending is not proof of receipt by Sponsor. Sponsor will not accept screen shots as proof of entry.

9. Limit one entry per person/per email address. Additional entries received from any such person or email address thereafter will be subject to disqualification if discovered by Sponsor. Any use of robotic, repetitive, automatic, programmed, script, macro, or any other automated means or similar entry methods or agents (including, but not limited to, contest-entry services or multiple or different email addresses, identities, registrations or logins) is prohibited and will void all entries submitted by that entrant if discovered by Sponsor. No group submissions will be accepted.

10. Entries must include a valid email address for the entrant. Sponsor is not responsible for electronic communications that are undeliverable as a result of any form of passive or active filtering of any kind. If there is a dispute as to the identity or eligibility of a winner based on an email address, the entry will be deemed made by the “Authorized Account Holder” of the email address used for entry. The Authorized Account Holder is the natural person who is assigned to the email address by the relevant Internet access provider, online service provider, or other organization responsible for assigning email addresses for the corresponding domain.

11. Entrants who fail to provide any required information may be disqualified without further notification by Sponsor. Sponsor is not responsible for entries that are lost, misdirected, garbled, distorted, truncated, incomplete, illegible, incorrect or late for any reason, and all such entries are void. Sponsor reserves the right in its sole discretion to disqualify any entry at any time that in its opinion does not comply with these Official Rules. Received entries become the property of Sponsor and will not be returned or acknowledged.

12. The information that you provide in connection with the Promotion will be used by Sponsor in accordance with its Privacy Policy, which is found at www.latimes.com/about/la-privacypolicy-20180703-story.html and which may be updated from time to time.

SELECTION, NOTIFICATION AND VERIFICATION OF WINNERS

13. On March 31, 2020 or within a reasonable time thereafter, Sponsor will determine which eligible entrants correctly guessed the most movies. Subject to verification of eligibility, the person with the most correct guesses will be named the grand prize winner, the next individual will be named the first prize winner, and the next five individuals will be named second prize winners. If there is a tie for any prize winning place, the tie-breaker will be the time when the entry was received. The entry received earlier will be deemed the winner. Judges will determine correct guesses in their sole discretion.
14. Sponsor will attempt to contact potential winners in accordance with the information supplied to Sponsor on their entry forms. Winner must respond to initial notification within 24 hours and may be required to present valid photo identification, proof of age, residency, signed affidavit or declaration of eligibility, liability release, publicity release, tax forms and/or other legal documents to Sponsor no later than 24 hours after Sponsor sends the same to winner. Sponsor may in its sole discretion allow transmission of verification documents via fax or email. Sponsor is not responsible for loss or damage to prize once the prize is in winner’s possession.

15. If a potential winner: (a) cannot be contacted directly by, or does not respond to, Sponsor within 24 hours of initial attempted notification, (b) fails to satisfy any eligibility or verification requirement herein, (c) declines to accept the prize, (d) fails to sign and return required documents or provide required identification by the deadline set by Sponsor, or (e) is otherwise determined to be ineligible, Sponsor in its discretion may disqualify that individual and an alternate winner may be selected by applying the criteria set forth above to remaining eligible entries, time permitting. Any alternate winners are subject to all eligibility requirements and restrictions of these Official Rules.

16. Sponsor may, in their sole discretion, post the verified winners’ names on the Promotion Page and/or any of Sponsor’s websites.

PRIZES

17. One Grand Prize Winner – Four-pack of 2020 Fashionably Late Season Passes valid at each of the (20) Eat|See|Hear screenings. One Eat|See|Hear gift bag with branded merchandise. One Showtime Giftcard. (value of $1,420).

PRIZE RESTRICTIONS

18. Once winner is verified, prize will be sent to winner in a manner to be determined by Sponsor. Sponsor not responsible for loss, delay, or damage in delivery. Sponsor may choose to deliver prize to winner personally and to record the awarding of the prize audiovisually and with still photography. If so, winner agrees to make himself/herself available for the prize delivery as reasonably requested by Sponsor.

19. Neither Sponsor nor any other prize provider will be responsible for any cancellations, delays or substitutions or any acts or omissions whatsoever in connection with any of the events listed herein.

20. All prize details will be at Sponsor’s sole discretion. Winner assumes sole responsibility for all expenses and incidental costs associated with the prize not explicitly outlined above, including without limitation, all federal, state and local
income, sales and use taxes (if any), or any other taxes, fees, and surcharges, gratuities, tips, transportation, parking, souvenirs, concessions, upgrades, personal items, and incidentals. Winner will be issued an IRS 1099 MISC tax form (or its equivalent) for the ARV of the prize awarded if required. Winner may also be required to provide Sponsor a valid social security number for tax purposes.

21. Prize is not transferable or redeemable for cash and may not be sold, bartered or auctioned. Prize may not be substituted except that Sponsor in its discretion may substitute a prize, or portion thereof, with a prize or portion of equal or greater value as determined by Sponsor in its sole discretion if it deems necessary. Any such changes will be announced by Sponsor.

22. $100 Showtime Gift Card: Get instant access to commercial-free, award winning original series, moves, documentaries, sports and more with a $100 Showtime Gift Card. May be used only towards an individual subscription to the Showtime standalone streaming service in the United States. Valid only for a single use. Limited to the US dollar amount purchased. Gift card does not expire. Upon redemption the entire value of the gift card will be credited to your Showtime account and your gift card will be void. Redeemable only at www.showtime.com/redeem; cannot be redeemed on an account that is billed through cable, satellite or other third-party distributors, such as Comcast, DirecTV, Apple, Google, Amazon, or Roku. Internet access is required to redeem any gift card and to access the Showtime standalone streaming service. Card is not reloadable, refundable or redeemable for cash, either prior or subsequent to redemption, except where required by the law. Issued by Showtime Digital Inc., which is not responsible for lost or stolen cards or unauthorized use. Void if copied, resold, or otherwise obtained or used in violation of the terms. Full terms apply, visit www.showtime.com/giftterms.

23. Any portion of the prize not used by winner is forfeit and no cash substitute will be offered or permitted.

PUBLICITY RELEASE

24. By accepting a prize, the winner and his or her guest grant Sponsor the right to publicize his or her name, photographs (including the use and appearance of their photograph on Sponsor’s websites), likeness, biographical information, voice and details of winning for purposes of this and future promotions without further compensation, except where prohibited.
25. Entrants agree that the Sponsor, Los Angeles Times, all prize providers and co-sponsors, any other company involved in the development or administration of this Promotion, and all of their respective subsidiaries and affiliated entities, and each of their respective officers, directors, members, owners, employees, agents, agencies, franchisees, promoters, prize suppliers, and related persons (collectively, "Released Parties"): (a) are not responsible for technical failures of any kind, including but not limited to lost, disconnected, interrupted, or unavailable network, server, or other connections, late, lost, undeliverable, damaged or stolen mail, or for any failed telephone or computer hardware or software, or for any failed, delayed, misdirected, corrupted, or garbled transmissions or errors of any kind, whether human, mechanical, or electronic, or for entries that for any reason are not received by Sponsor by the deadline stated above; (b) are not responsible for any incorrect or inaccurate information, whether caused by entrants, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Promotion or in the printing of this offer, administration of this Promotion, or in the announcement of the prize; (c) are not responsible for any injury or damage to any computer, modem or other electrical device as a result of participation in this Promotion or downloading of any software or materials; (d) are not responsible for unauthorized human intervention in any part of the Promotion; (e) are not responsible for any printing, typographical, technical, computer, network or human error that may occur in the administration of the Promotion, the acceptance of entries, the selection of winners, the prizes, or otherwise in any Promotion-related materials; (f) are not responsible for any unauthorized third party use of any entry; (g) are not responsible for the inability to select winners because of postal failure, equipment failure, or data storage failure; and (h) are released from any and all alleged, existing, or future actions, claims, and/or liabilities of whatever nature including, but not limited to, personal injury, bodily injury (including, without limitation, wrongful death and disability), property damage, and expense (including, without limitation, reasonable attorneys’ fees) and loss or damage of any other kind, arising in whole or in part directly or indirectly, from participating in the Promotion (in whole or in part), the use (including modification, adaptation, and reproduction) of entry materials during or after the Promotion, and the delivery, acceptance, possession, redemption, use, misuse, loss, or misdirection of any prize or any part thereof.

26. RELEASED PARTIES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE), INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. RELEASED PARTIES WILL NOT BE LIABLE OR RESPONSIBLE FOR THOSE GUARANTEES OR WARRANTIES MADE OR OFFERED BY ADVERTISERS, PARTNERS, MANUFACTURERS OR
SUPPLIERS, INCLUDING THOSE RELATED TO THE PRIZE. UNDER NO CIRCUMSTANCES WILL RELEASED PARTIES BE HELD RESPONSIBLE OR LIABLE FOR YOUR USE OF THE INFORMATION AND/OR PRODUCTS PROVIDED AND/OR MADE AVAILABLE THROUGH THE PROMOTION OR FOR ERRORS OR ANOMALIES RESULTING IN THE UNINTENDED OR ERRONEOUS PARTICIPATION, PRIZE AWARD OR OTHER BENEFITS UNDER THESE OFFICIAL RULES. RELEASED PARTIES OFFER NO ASSURANCES, GUARANTEES OR WARRANTIES THAT THE PROMOTION OR RELATED WEBSITES WILL BE UNINTERRUPTED OR ERROR-FREE AND DO NOT GUARANTEE THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE PROMOTION.

TRADEMARKS

27. All third party trademarks mentioned herein are the property of their respective trademark owners. The use or mention of such third party trademarks in these Official Rules or in the Promotion is solely for descriptive purposes and will in no way imply an endorsement or sponsorship of the Promotion or grant to any third party the right to use any such trademarks for any purpose without the prior written consent of the trademark owners.

MISCELLANEOUS

28. Sponsor reserves the right to cancel, suspend or terminate this Promotion or any part thereof if Sponsor determines, in its sole discretion, that the security, administration, fairness and/or operation of the Promotion has been corrupted or impaired by any non-authorized intervention, network failure, information storage failure, telecommunications failure, malfunction, or any other cause beyond Sponsor’s control. In such an event, Sponsor will post notice of same at the Promotion Page and at www.latimes.com/eatseehear/contest and select the winners by applying the criteria set forth above to all eligible, non-suspect entries received prior to the suspension, cancellation or termination of the Promotion or in such other manner as Sponsor, in its sole discretion, deems fair and appropriate under the circumstances.

29. Sponsor reserves the right to disqualify any individual from further participation in the Promotion if Sponsor concludes, in its sole discretion, that such person: (a) has attempted to tamper with the entry process or other operation of the Promotion, (b) has disregarded or has attempted to circumvent these Official Rules, (c) has committed fraud or attempted to undermine the legitimate operation of the Promotion; or (d) has acted toward any Promotion Party or any other entrant in an unfair, inequitable, annoying, threatening, disrupting or harassing manner. Tampering includes attempting to enter more than the number of times permitted herein, including through the use of any prohibited device or method. If a dispute arises regarding compliance with these Official Rules, Sponsor may consider, in its sole discretion, data reasonably available to
Sponsor through information technology systems in Sponsor’s control, but Sponsor will not be obligated to consider any data or other information collected from any other source. Any failure by Sponsor to enforce any of these Official Rules will not constitute a waiver of such Official Rules.

30. All activity arising out of and relating to the Promotion, including any reference to an entrant’s status as a “winner,” is subject to verification and/or auditing for compliance with the Official Rules, and by participating in the Promotion entrants agree to cooperate with Sponsor concerning such verification and/or auditing. If Sponsor determines, in its sole discretion, that verification or auditing activity evidences non-compliance of an entry and/or entrant with the Official Rules, Sponsor reserves the right to disqualify such entry and/or entrant from the Promotion and any prize at any time.

31. Sponsor reserves the right to correct typographical, printing or clerical errors in any Promotion-related materials. No more than the stated number of prizes will be awarded.

DISPUTES

32. By entering the Promotion, entrants agree that: (a) any and all disputes, claims, and causes of action arising out of or connected with the Promotion, or any prizes awarded, must be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards will be limited to actual out-of-pocket costs incurred, including costs associated with entering the Promotion, but in no event attorneys’ fees; and (c) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses. Some jurisdictions do not allow for limitations on the ability to pursue class action remedies, or certain kinds of damages, and so these limitations may not apply to you.

33. If there is any discrepancy or inconsistency between any terms or conditions of these Official Rules and any disclosures or other statements contained in any other Promotion-related materials, including but not limited to the Promotion entry forms, or the point of sale, television, print, mobile or online advertising, the terms and conditions of these Official Rules will govern.

34. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrants or Released Parties in connection with the Promotion, will be governed by California law, without giving effect to any choice of law rules that would cause the application of the laws of any jurisdiction other than California. All entrants expressly agree that any legal proceedings arising out of or relating in any way to this Promotion or these Official Rules must be brought only in the federal or state
courts located in Los Angeles, and entrants consent to the mandatory and exclusive jurisdiction in such courts with respect to any such legal proceedings.

35. If any provision of these Official Rules is determined to be invalid or otherwise unenforceable or illegal, these Official Rules will otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

WINNERS LIST/OFFICIAL RULES

36. For a copy of the Official Rules or the final winners list (available after March 31, 2020) mail a SASE to: Eat|See|Hear Contest c/o Los Angeles Times Communications LLC, 202 W. 1st St., Los Angeles, CA 90005 specifying either “Winners List” or “Official Rules.” Requests for winners list must be received by no later than June 30, 2020.
37. Promotion runs from 03/10/20 at 10:00 AM PT to 03/27/20 at 11:59 PM PT. Open only to legal residents within a 75-mile radius of 2300 E. Imperial Hwy El Segundo, 21+ as of 03/10/20. Void where prohibited & outside listed area. Excludes Sponsor, Showtime Networks, Autry Museum of the American West, employees & their hshld/immed fam mbrs. To enter, register & complete form at www.latimes.com/eatseehear/contest. By entering, you are also signing up for free Eat|See|Hear email newsletter (if you don’t already subscribe). Limit 1 entry per person/email address. Winners chosen by # of correct movie guesses. One Grand Prize Winner – One Grand Prize Winner – Four-pack of 2020 Fashionably Late Season Passes valid at each of the (20) Eat|See|Hear screenings. One Eat|See|Hear gift bag with branded merchandise. One Showtime Giftcard. (value of $1,420).