# L.A. Perrier Your Party Sweepstakes Official Rules

## NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

- 1. Eligibility: L.A. Perrier Your Party Sweepstakes (the "Sweepstakes") is open only to legal residents of California who are at least eighteen (18) years old at the time of entry. Employees of Nestlé Waters North America Inc. and affiliated agencies and vendors, employees of and affiliated agencies and vendors, KPWR Radio, LLC, and their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- **2. Sponsor:** Nestlé Waters North America Inc., Building 2, 900 Long Ridge Road, Stamford, CT 06902. **Administrator**: KPWR Radio, LLC, 2600 W. Olive Ave, Suite 800, Burbank, CA 91505.
- **3. Timing:** The Sweepstakes begins on February 18, 2019 at 12:00 a.m. Pacific Time ("PT") and ends on March 17, 2019 at 11:59 p.m. PT (the "Promotion Period"). Administrator's computer is the official time-keeping device for the Sweepstakes.
- **4. How to Enter:** During the Promotion Period, visit <a href="www.la.perrieryourparty.com">www.la.perrieryourparty.com</a> and register by providing your valid email address. You automatically will receive one (1) entry into the Sweepstakes. By participating you also agree to receive email marketing from Sponsor. You may unsubscribe from email marketing at any time and you will still receive a Sweepstakes entry.

<u>Limit</u>: You may enter one (1) time per day during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being an authorized account holder.

**5. Grand Prize Drawing:** Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential Sweepstakes winners from all eligible entries received during the Promotion Period, on or around March 18, 2019. The potential winners will be notified by email to the email address provided at the time of entry. Each potential winner will be required to confirm his/her age, provide his/her home mailing address and confirm acceptance of the prize to Administrator within two (2) days of the date notice or attempted notice is sent, in order to claim the prize. Each potential winner will only receive one (1) email notification. If a potential winner of a prize cannot be contacted, or fails to provide the requested information within the required time period, the potential winner forfeits the prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner forfeits the prize or is disqualified for any reason, Sponsor will award, time permitting, the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Up to three (3) alternate drawings will be held, time permitting, after which the prize will remain un-awarded.

**6. Prizes:** TWELVE (12) GRAND PRIZES: One Prize Pack to include: ONE (1) 60" Television, ONE (1) Audio Sound Bar, ONE (1) \$250 Grocery Store Gift Card and TWELVE (12) Case(s) of Perrier Flavas Product. Approximate Retail Value of prize: \$1500.00. Limit: An entrant will only be offered this prize one (1) time through this Sweepstakes or any other promotion.

Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a prize depend on the number of eligible entries received during the Promotion Period. Prize fulfillment instructions will be provided to confirmed winners.

- **7. Release:** By receipt of any prize, winners agree to release and hold harmless Sponsor, The Kroger Co, Albertsons Companies LLC, Vallarta Supermarkets Inc, Super Center Concepts, Inc., Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.
- **8. Publicity:** Except where prohibited, participation in the Sweepstakes constitutes each winner's consent to Sponsor's and its agents' use of 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. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
- 10. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible claims.

### 11. **DISQUALIFICATION**:

All participants agree to be bound by these Rules. Non-compliance with any of these Rules will result in disqualification and all privileges as a Participant will be immediately terminated. Sponsors, in their sole discretion, further reserve the right to disqualify any person for: (i) tampering with the entry process or the operation of the Contest; (ii) gaining an unfair advantage in participating in the Contest; (iii) obtaining winner status using false, fraudulent or deceptive means; or (iv) engaging in otherwise unsportsmanlike, disruptive, annoying, harassing, or threatening behavior.

CAUTION: ANY ATTEMPT BY ANY PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY CIRCUMVENT, DISRUPT OR DAMAGE ORDINARY AND NORMAL OPERATION OF ANY CONTEST, TELEPHONE SYSTEMS OR WEB SITE, OR UNDERMINE THE LEGITIMATE OPERATION OF ANY CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

#### 12. RULES CHANGES AND INTERPRETATIONS:

Sponsors reserve the right in its sole discretion to supplement or make changes to these Rules as well as the rules of any contest at any time without notice. Sponsors reserve the right in its sole discretion to interpret the rules of any contest, and such interpretation shall be binding upon all participants.

### 13. GOVERNING LAW AND JURISDICTION:

This Contest shall be governed by and construed in accordance with the laws of the State of California, without reference to its conflict of laws principles. By entering the Contest, Participants hereby submit to the jurisdiction and venue of the federal and state courts of California and waive the right to have disputes arising out of the subject matter hereof adjudicated in any other forum. In no event, will any Participant be entitled to injunctive relief or equitable relief of any kind, or restrain the continuation of any Contest.

**14. Entrant's Personal Information**: Information collected from entrants is subject to Sponsor's Privacy Policy <a href="http://www.nestle-watersna.com/en/info/privacy-policy">http://www.nestle-watersna.com/en/info/privacy-policy</a> and to Administrator's Privacy Policy <a href="https://www.power106.com/privacypolicy/">https://www.power106.com/privacypolicy/</a>.

15. Winner List: For a list of any Contest winners send a self-addressed, stamped envelope to: KPWR-FM (Contest Name)'s Winners List, 2600 W. Olive Ave, Suite 800, Burbank, CA, 91505.

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