



**ESCAYA “TOO CLOSE?” SWEEPSTAKES  
OFFICIAL RULES**

***NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.***

- 1. Sweepstakes; Sponsor:** Escaya “Too Close?” Sweepstakes (“Sweepstakes”) is sponsored by HomeFed Corporation (“Sponsor”).
- 2. Prize; Odds of Winning.** The Sweepstakes prize (“Prize”) is one (1) Savoie Eatery gift card in the amount of Two Hundred and No/100 Dollars (\$200.00). The winner of the Prize (“Prize Winner”) is solely responsible for any expense in connection with the Prize including, without limitation, all income, federal, state, and local taxes. The Prize Winner may be issued an I.R.S. Form 1099 to report his/her winnings. Prize Winner may not substitute, assign or transfer the Prize, or redeem the Prize for cash, but Sponsor reserves the right to substitute the Prize with a prize of equal or greater value should the advertised Prize become unavailable for any reason.
- 3. Odds of Winning:** Odds of winning the Sweepstakes will be determined by the total number of entries received during the Sweepstakes Period.
- 4. Eligibility:** Sweepstakes entrants (collectively, “Entrants” and each, an “Entrant”) must, at the time of entering the Sweepstakes and at the time of the Drawing (see Section 6, below):
  - be eighteen (18) years of age or older; and
  - must be a resident of the United States or Mexico
  - upload a photo to Facebook or Instagram with the hashtag #EscayClose.**Content that is defamatory, obscene, inappropriate, or contains content owned by a third party is strictly prohibited.**
- 5. Sweepstakes Period:** The entry period for participation in the Sweepstakes (i) begins on May 8, 2017 when Sponsor announces the Sweepstakes on both the Escaya Facebook and Instagram Timelines (“Sweepstakes Posts”) and posts same to Facebook and Instagram (“Sites”) and (ii) ends at 9:00 p.m. PST on Wednesday, May 31, 2017 (the “Sweepstakes Period”). Sponsor's computer is the official timekeeping device for this Sweepstakes.
- 6. Drawing:** A Prize Winner will be selected in a random drawing (“Drawing”) from all eligible entries received during the Sweepstakes Period. The Drawing will be held approximately twelve (12) hours following the end of the Sweepstakes Period, at a time and location identified by Sponsor. The Prize Winner need not be present at the Drawing to

win. The Prize Winner will be notified by comment on the Sweepstakes Post on or around 12:00 p.m. PST on June 1, 2017. The Prize Winner is required to respond within 48 hours of notification via confirmation on Facebook or Instagram. If the Prize Winner fails to timely respond to Sponsor's notification, the Prize Winner will be disqualified and an alternate Prize Winner will be selected by a random drawing from all remaining eligible entries received during the Sweepstakes Period.

**6. How to Enter:** To enter, you (as an Entrant) must post a photo to Facebook or Instagram with the hashtag #EscayaClose. Your public post ("Post") during the Sweepstakes Period constitutes your agreement to these Official Rules. [Note: There is no limit to the number of entries per Entrant.]

By entering, you understand and agree that your Comment or Post in its entirety or any portion thereof may (in Sponsor's sole discretion) be repurposed by Sponsor in marketing materials including social media channels for public viewing. To be eligible to win, your entry must be completed, submitted and received on either Site prior to the expiration of the Sweepstakes Period. Posts must comply with the Official Rules of the Sweepstakes as well as must be uploaded in accordance with the Facebook Terms of Use or the Instagram Terms of Use (as applicable). Normal Internet access and usage charges imposed by Entrant's online service provider will apply. Normal phone/usage/subscription access charges imposed by your phone/device service provider may apply. Standard data and message rates may apply.

**7. Award of Prize:** Following the Prize Winner's submission of a timely response (see Section 5, above), Sponsor shall request from the Prize Winner (i) proof of eligibility (*i.e.*, proof of age) and (ii) Prize Winner's preferred mailing address. Upon Sponsor's verification of the Prize Winner's eligibility and receipt of the Prize Winner's preferred mailing address, Sponsor shall mail the Prize to the Prize Winner.

**8. General Provisions:** Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, email, players or browsers, whether on account of technical problems, traffic congestion on the Internet or at any website, or on account of any combination of the foregoing. Sponsor is not responsible for any injury or damage to participants or to any computer related to or resulting from participating or downloading materials in this Sweepstakes. If, for any reason, the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause beyond the reasonable control of Sponsor, which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes and select winners from among all eligible entries received prior to the cancellation. Sponsor's failure to or decision not to enforce any provision in these Official Rules will not constitute a waiver of that or any other provision. In the event of a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials and/or these Official Rules (including any alleged discrepancy or inconsistency in these Official Rules), the discrepancy will be resolved in Sponsor's sole discretion. Sponsor is not responsible or liable to any Entrant, the Prize Winner, or any person claiming through the Prize Winner for failure to supply the Prize by reason of any acts of God, any action, regulation, order or request by any

governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, terrorist acts, threatened terrorist acts, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot or any other cause beyond Sponsor's sole control. Sponsor may modify and amend these Official Rules as they appear in print or online from time to time during the conduct of the Sweepstakes for clarification purposes without materially affecting the terms and conditions of the Sweepstakes. Sponsor is not responsible for any typographical or printing errors in the advertising of the Prize, including in the Sweepstakes, these Official Rules, website pages or other promotional materials.

**9. Release:** By entering the Sweepstakes, each Entrant represents and warrants that he/she hereby holds the Sponsor and the Released Parties (as defined below) harmless from and against any third party claim arising from use of the Post and waives any right to inspect or approve uses of the Post or to be compensated for any such uses. Participating in the Sweepstakes constitutes permission to the Sponsor and its agencies to use entrants' names in marketing materials including social media channels for public viewing without further compensation, unless prohibited by law. By participating in the Sweepstakes, each entrant agrees that Sponsor, Instagram, Facebook and each of their parent organizations, subsidiaries, affiliated companies, agents, retailers, advertising and promotion agencies, and all of their respective members, shareholders, officers, directors, employees, assigns, representatives and agents (collectively the "Released Parties"), will have no liability whatsoever for, and will be held harmless by Entrant for any liability for any bodily injury, loss or damages of any kind to persons, including death, and property, due in whole or in part, directly or indirectly, from Comment creation, the acceptance, possession, use or misuse of the Prize, if applicable, or participation in the Sweepstakes or participation in any Sweepstakes or related activity. Each Entrant hereby represents and warrants that he/she has read these Official Rules and is fully familiar with and understands its contents.

**10. Applicable Laws and Jurisdiction:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Sweepstakes participants 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 for its conflicts of law doctrine, and all proceedings shall take place in Orange County, California.

**11. Disclosure of Information; Privacy:** Sponsor is not responsible for security of personal information that is submitted over the Internet. By entering the Sweepstakes, each Sweepstakes participant agrees to Sponsor's use of his/her personal information as described in Sponsor's privacy policy, located at <http://www.escayalife.com/privacy-policy/>. This Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with, Facebook or Instagram. You understand that you are providing your information to Sponsor and not to Facebook or Instagram.

**12. Winners List and/or Copy of Official Rules.** For the names of winners or a copy of these Official Rules, please send - not later than thirty (30) days following the Drawing - a self-addressed stamped envelope in a separate, first class stamped envelope to:

Greenhaus "Love Where You Live" Contest  
Winners/Rules  
Attn: Lindsay Haslam – Account Supervisor  
2660 First Avenue  
San Diego CA 92103