

# BEST OF OUR VALLEY

## Rules and Regulations

No purchase is necessary to enter this contest.

In addition to the requirements set forth below, the *Arizona Foothills Magazine Best of Our Valley* Contest, or “Contest”, is open to all potential businesses, except the directors, officers, agents and employees of Media That Deelivers and their respective affiliated and associated entities and members of their respective immediate families living in the same household.

**By nominating or voting for a business or individual, participants are accepting the terms and conditions of these Rules and agree to be bound by them.** This Contest is subject to all applicable federal, state and local laws and regulations. This Contest is void where prohibited by law.

*Arizona Foothills Magazine* and Media That Deelivers, Inc. reserve the right to interpret votes how they see fit, withdraw or suspend any entrants, change any functionality or feature on the Web site and revise these terms and conditions at any time and without notice.

### NOMINATIONS

To nominate a business for the contest, e-mail [BestOf@mediathatdeelivers.com](mailto:BestOf@mediathatdeelivers.com). In each e-mailed nomination, please include:

- 1) Business Name and description
- 2) Contact info, including business owner, agency or PR representative name, address, URL, Phone and e-mail address
- 3) Categories you believe the business would fit into (Examples: Best Burger, Most Glamorous Place to Party, Best Florist, etc.)

Only one nominee per person per business is necessary. All entries reserved by deadlines will be considered. Odds of winning are determined by the number of eligible entries received. **All entry information becomes the property of *Arizona Foothills Magazine* and Media That Deelivers upon entry.**

All entries must be received by the Entry Deadlines.

### BEST OF OUR VALLEY 2010 ENTRY DEADLINE

Beginning at 12:00:01 AM (Eastern time) on May 15, 2009 through 11:59:59 PM (Eastern time) on August 15, 2009 (“2010 Entry Deadline”).

### BEST OF OUR VALLEY 2011 ENTRY DEADLINE

Beginning at 12:00:01 AM (Eastern time) on August 15, 2009 through 11:59:59 PM (Eastern time) on April 30, 2010 (“2011 Entry Deadline”).

### BEST OF OUR VALLEY FINALISTS

All nominated contest entrants will be evaluated initially by *Arizona Foothills Magazine* editors and local focus groups to determine the top finalists for each category. All finalist choices are at the discretion of our editors, as those featured need to uphold the standards and integrity of *Arizona Foothills Magazine*. All nominees will be notified via e-mail or phone. **Any Nominee can withdraw from this contest at any time.**

### FINALIST VOTING

*Arizona Foothills Magazine* and the Panel will select **Best Of Our Valley** Finalists whose business name or individual name will be placed on our Web site for voting. Voting will take place between 5:00:01 P.M. (Arizona time) on September 2, 2009 through 4:59:59 P.M. (Arizona time) on December 2, 2009.

Voting will take place at the URL:

<http://www.arizonafoothillsmagazine.com/voting.html>

Businesses, individuals and clients of Valley businesses are all welcome to vote on each category once daily within the three-month period. A vote is counted each time a visitor clicks the “Vote” button associated with each nominee. The site will only allow one vote, per IP address, per category, withing every 24-hour period. The winner of each category is the business or individual with the most votes within its category as the clock strikes 5:00:00 P.M. on December 2, 2009.

### DISQUALIFICATIONS

Bot activity and mechanical voting is not an acceptable form of voting. If this type of false voting is detected by our server, the associated IP address will be banned from voting. *Arizona Foothills Magazine* and Media That Deelivers, Inc. reserve the right to disqualify any business or individual suspected in partaking in this type of activity, or any other voting activity they deem unfair.

## BEST OF WINNERS

One business or individual shall win each "Best Of" category. The winners of each category will be notified in December 2009 and shall receive:

- 1) A mention in the March 2010 "Best of the Valley" issue
  - a) Size of mention is to be determined.
  - b) Word count, photo inclusion and story details are never guaranteed
  - c) Not all businesses/individuals will receive the same size mention
  - d) Editors reserve the right to choose additional businesses/individuals to feature, outside of contest winners
  - e) "Best Of" winners will not be given the opportunity to see or approve editorial features
  - f) "Best Of" winners need not contact *Arizona Foothills Magazine* or Media That Deelivers, Inc. Our editors will contact each winner as needed.
- 2) The right to use *AFM's* "Best of the Valley- 2010 Winner" logos on all advertisements, on the Web and in their business locations indefinitely
  - a) Logos will be e-mailed to winners between December 1, 2009 and December 31, 2009.
- 3) Promotional opportunities in the upcoming year, for "Best Of" winners only
  - a) These opportunities may include special events and other marketing endeavors
  - b) These events are to be determined and not guaranteed

## ADDITIONAL PRIZES

Additional prizes may be contributed for the winner and finalists, depending on the depth of participation by "Best Of Our Valley" sponsors.

## PRIZE TERMS & CONDITIONS

All prizes and benefits of any kind awarded herein, including without limitation, must be accepted as awarded without substitution and are not transferable, not for resale, and have no cash surrender value. No cash or prize substitution is allowed for all or any portion of the Prizes awarded hereunder except at the discretion of the Sponsors. Prizes cannot be refunded, transferred, reissued, revaluated or combined with any other offer and must be accepted as is. Prizes must be claimed within one month of the award of the Prizes. No rain checks shall be provided.

The Sponsors reserve the right, in the event that the Prizes, or any component thereof, cannot be awarded as described for any reason, to substitute another prize or component of a prize of equal or greater value, without liability. In the event that any prize winners hereunder do not use any portion of the Prizes, there will be no refund, extension, transfer, substitution or any kind of compensation provided.

*Arizona Foothills Magazine* shall not be responsible for ground transportation, economy air travel within the US or hotel accommodation expenses or costs, including all US federal and provincial airport and departure taxes, incurred in connection with the Finalist Event. All these costs shall be the sole responsibility of the Finalists. Without limitation to the generality of the foregoing, the Prize winners shall be responsible for all other applicable expenses, costs or taxes associated with and incurred in respect of any prize or benefit awarded as part of the Contest or under these Rules, including for meals and beverages, insurance, items of personal nature, gratuities, any additional hotel accommodations or excursions, and all other expenses, costs or taxes not specifically stated as included herein.

*Arizona Foothills Magazine* reserves the right to verify eligibility qualifications of all Contest entrants and participants. All Contest entrants and participants must comply with these Rules. In addition to the foregoing and in order to be eligible to participate in any Contest-related events and claim any of the Prizes, or any other prizes or benefits awarded hereunder, all Finalists and Prize winners must execute a full release and affidavit of eligibility in a form to be provided by *Arizona Foothills Magazine* which relieves *Arizona Foothills Magazine* from any and all liability for injury associated with any prize or benefit awarded, as well as

satisfy any and all laws and regulations and other criteria required by the respective province(s) of residence of the Finalists and Prize winners. Once the Finalists and Prize winners have satisfied these requirements, they will be entitled to participate in any Contest-related events and claim the Prizes, or any other prizes or benefits awarded hereunder.

By entering or participating in this Contest, all entrants and participants irrevocably grant to the *Arizona Foothills Magazine* the right to include their name and information on any Arizona Foothills Magazine mailing lists and to use their name in any publicity carried out by Arizona Foothills Magazine, and agree to grant to *Arizona Foothills Magazine* a non-exclusive irrevocable license and right to incorporate, use and reproduce their photograph, voice, name and likeness in whole or in part in and in connection with the advertising, exhibiting, marketing, promotion and exploitation of *Arizona Foothills Magazine's* business in any manner, in all media throughout the world. Individuals who do not wish that their personal information be used for such promotional and publicity purposes (otherwise unrelated to the Contest) are required to so indicate in writing to Arizona Foothills Magazine at the following address: Media That Deelivers, 8132 N. 87th PL, Scottsdale, AZ 85258 ATTN: BEST OF OUR VALLEY.

In no event shall Sponsors, or their respective affiliated and associated entities, be held liable for any delays or cancellations due to circumstances beyond their reasonable control. Contest entrants and participants assume all liability for injuries caused or claimed to be caused by participation in this Contest, or the use or misuse of any prize granted herein, including any all and losses, damages, claims, actions and causes of action with respect to any prize so granted including without limitation, all liability and risks in connection with travel. Without limiting the generality of the foregoing, by entering or participating in this Contest, entrants and participants release and forever discharge Sponsors and their respective parent companies, affiliates, subsidiaries, agents, and advisors and the employees, officers, directors, shareholders, agents and representatives, from any and all damages, rights, claims and actions of any kind whatsoever arising in connection with the Contest or resulting from acceptance, possession, or use or misuse of any prize awarded in connection with the Contest, including without limitation personal injury, death, and/or property damage as well as claims based on publicity rights, defamation, or invasion of privacy.

Sponsors and their respective affiliated and associated entities, assume no responsibility for lost, stolen, mutilated, late, misdirected or ineligible entry forms or for any computer, online, human or technical malfunctions that may occur in the administration of the Contest. If for any reason this Contest is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other cause beyond the control of the Sponsors, or their respective affiliated and associated entities, or any act corrupts or affects the administration, security, fairness, integrity or proper conduct of this Contest, Sponsors reserve the right, in their absolute and sole discretion, to disqualify an individual and/or cancel, terminate, modify or suspend the Contest. Sponsors and their respective affiliated and associated entities, shall not be responsible under any condition whatsoever for any problems or technical malfunctions relating to the Contest or for any printing or typographical errors or problems in connection with any Contest-related materials. Any attempt by anyone to damage or disrupt the Contest shall be considered a violation under criminal and civil law. Sponsors and their respective affiliated and associated entities, reserve the right to seek damages or other remedies against such person.

In the event of any dispute regarding entries received from multiple users having the same e-mail account, entries will be deemed to be made by the authorized account holder of the e-mail address submitted during entry. The authorized account holder is the natural person who is assigned to the e-mail address by an internet access provider, online service provider or other organization that is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address. The Contest Winner may be required to provide *Arizona Foothills Magazine* with proof that the Contest Winner are the authorized account holders of the e-mail address associated with the winning entries, or forfeit any prize awarded hereunder.

It is the entrant's sole responsibility to notify *Arizona Foothills Magazine* in writing at the address indicated above if she changes her address, e-mail address or telephone number. All corrections must be received prior to the Entry Deadline.

All monetary amounts referenced herein are in US dollars.

Arizona Foothills

AZFoothills.com