

AZFOOTHILLS.COM

BEST *of*
TUCSON

 media that **de**elivers

8132 N 87th Pl., Scottsdale, AZ, 85258
bestof@mediathatdelivers.com

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CONGRATS

CONGRATULATIONS!

You have been nominated as one of the The Best Of Tucson by AZFoothills.com!

AZFoothills.com has always carefully determined and featured the very best the city- and the state- have to offer it's residents. From community happenings, worthy causes and notable citizens to delicious new restaurants, luxurious fashion, interesting culture and vacation destinations, we have covered it.

Recently, AZFoothills.com, has grown to be wildly successful— the constant growth of the site and it's accompanying e-newsletters have brought in hundreds of thousands of readers from across the globe! Through it, we are able to showcase up-to-the-minute info, event photos, contests and deals with the state and beyond.

We are on a mission to showcase the best of the best in Arizona (like you!) online, as chosen by those who really know— our readers. This Web promo will involve voting for a two-month period to determine the favorite in each category.

In Spring 2010, AZFoothills.com will feature the Best Of Tucson in a feature story, mentioning the winners. The winners will also be given the privelege to use the “Best of AZFoothills.com” logo on all marketing collateral.

Voting will take place February 20, 2010 at 12:00:01 p.m. through April 10, 2010 at 11:59:59 p.m. Voting is unlimited. Businesses and individuals are encouraged to promote their business and voting with the enclosed cut-out cards, flyers, posters, banner ads and logos!

ALL QUESTIONS MUST BE SUBMITTED VIA EMAIL. PLEASE NOTIFY US AT [BESTOF@MEDIATHATDELIVERS.COM](mailto:bestof@mediathatdelivers.com) AND GOOD LUCK!

AZFoothills.com

No purchase is necessary to enter this contest.

In addition to the requirements set forth below, the AZFoothills.com **Best of Tucson** 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.

AZFoothills.com 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**. 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 AZ-Foothills.com and Media That Deelivers upon entry.**

All entries must be received by the Entry Deadlines.

BEST OF TUCSON 2010 ENTRY DEADLINE

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

BEST OF TUCSON 2011 ENTRY DEADLINE

Beginning at 12:00:01 AM (Eastern time) on May 15, 2010 through 11:59:59 PM (Eastern time) on January 15, 2011 (“**2011 Entry Deadline**”).

BEST OF TUCSON FINALISTS

All nominated contest entrants will be evaluated initially by AZFoothills.com 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 AZFoothills.com. All nominees will be notified via e-mail or phone. **Any Nominee can withdraw from this contest at any time.**

FINALIST VOTING

AZFoothills.com and the Panel will select **Best Of Tucson** Finalists whose business name or individual name will be placed on our Web site for voting. Voting will take place between 12:00:01 P.M. (Arizona time) on February 10, 2010 through 11:59:59 P.M. (Arizona time) on April 10, 2010.

Voting will take place at the URL:

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

Businesses, individuals and clients of Tucson businesses are all welcome to vote on each category an unlimited number of times within the two-month period. A vote is counted each time a visitor clicks the “Vote” button associated with each nominee. The winner of each category is the business or individual with the most votes within its category as the clock strikes 12:00:00 P.M. on April 10, 2010.

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.

AZFoothills.com 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 April 2010 and shall receive:

- 1) A mention in an AZFoothills.com feature story
 - 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 mention
 - f) "Best Of" winners need not contact AZFoothills.com or Media That Deelivers, Inc. Our editors will contact each winner as needed.
- 2) The right to use AZFoothills.com "Best of Tucson- 2010 Winner" logos on all advertisements, on the Web and in their business locations indefinitely
 - a) Logos will be e-mailed to winners between April 9, 2010 and April 31, 2010.
- 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 Tucson" 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.

AZFoothills.com 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.

AZFoothills.com 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 AZFoothills.com which relieves AZFoothills.com 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 AZFoothills.com the right to include their name and information on any AZFoothills.com mailing lists and to use their name in any publicity carried out by AZFoothills.com, and agree to grant to AZFoothills.com 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 AZFoothills.com 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 Tucson.

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 AZFoothills.com with proof that the Contest Winners 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 AZFoothills.com 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.

WHO DECIDED AZFOOTHILLS.COM'S THE BEST OF TUCSON?

FAQs about Best Of the Tucson Contest

WHO PICKS THE BUSINESSES FEATURED IN THE CONTEST?

The featured businesses are chosen several ways. Anybody had the opportunity to nominate a business by contacting us via e-mail or through the contact form on AZFootHills.com. We also conducted focus groups with VIPs in numerous fields to generate ideas. All final lists are at the discretion of our editors, as those featured need to uphold the standards and integrity of AZFootHills.com.

To nominate a business for the 2011 Best Of Contest, e-mail bestof@mediathatdelivers.com with the subject line **Best Of Tucson Nominee 2011**.

WHO PICKS THE WINNERS?

Everybody does! The nominees all have the opportunity to win a category, as the top businesses are chosen through Web voting.

HOW DOES VOTING WORK?

Voting online will take place between February 10, 2010 and April 10, 2010. Businesses, individuals and clients of Valley businesses are all welcome to vote unlimited number of times, every day, within the two-month period. Bot activity is not an acceptable form of voting. If bots are detected the associated IP Address will be banned from voting. We reserve the right to disqualify any business suspected of partaking in this type of activity. The winner of each category is the business or individual with the most votes as the clock strikes 5:00:00 p.m. on April 10, 2010.

MY FAVORITE RESTAURANT/FLORIST/DOCTOR SAYS THEY WERE NOT A PART OF THE LIST BECAUSE THEY DON'T CURRENTLY ADVERTISE WITH AFM. IS THIS TRUE?

AZFootHills.com maintains their editorial integrity by keeping stories and features (like this contest) completely separate from advertising agreements. It is how they have remained successful for 14 years! Because the best businesses in the Arizona often advertise in the marketplace, it is possible that

they may have ads running on the pages of *AFM* or be listed on AZFootHills.com. Please understand that that is simply a coincidence, and inclusion in such lists and contests is never sold to businesses or individuals like advertisements are. Those featured have no prior knowledge of their inclusion in the contest and all have equal opportunity to win their categories.

IF MY FAVORITE BUSINESS/PROFESSIONAL IS NOT ON THE LIST, DOES THAT MEAN THEY ARE NOT A GOOD RESTAURANT/FLORIST/DOCTOR?

Not at all. Because Arizona is such a huge place, there is no way to feature all the amazing businesses and professionals it has to offer. Those featured are names we heard on multiple occasions, who have made huge impressions on many people living here.

WHAT DO THE WINNERS RECEIVE?

Aside from the bragging rights and title they've won, businesses and individuals with the most votes will receive:

- A mention in the 2010 "Best of Tucson" story on AZFootHills.com
- The right to use the "Best of the Tucson Winner 2010" logos on all advertisements, on the Web and in their business locations indefinitely
- Promotional event opportunities in the upcoming year, for "Best Of" winners only

ADDITIONAL QUESTIONS MAY BE E-MAILED TO [BESTOF@MEDIATHATDEELIVERS.COM](mailto:bestof@mediathatdelivers.com). WE WILL DO OUR BEST TO ANSWER ALL QUESTIONS WITHIN ONE BUSINESS DAY. ALL QUESTIONS & PROBLEMS MUST BE SUBMITTED IN WRITING VIA EMAIL.

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