

**12 DAYS OF DALLAS GIVEAWAY
OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE IN THIS GIVEAWAY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. THIS IS A GAME OF CHANCE. WINNERS WILL BE CHOSEN AT RANDOM. VOID WHERE PROHIBITED BY LAW. AFFIDAVIT OF ELIGIBILITY / RELEASE OF LIABILITY / PRIZE ACCEPTANCE AGREEMENT MAY BE REQUIRED.

BY ENTERING (OR OTHERWISE PARTICIPATING) IN THE GIVEAWAY, YOU AGREE TO THESE OFFICIAL RULES, WHICH CREATE A CONTRACT SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, SUCH CONTRACT INCLUDES GRANTS OF RIGHTS AND INDEMNITIES TO SPONSORS FROM YOU, A CLASS ACTION WAIVER, AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. ELIGIBILITY. The 12 Days of Dallas Giveaway (“**Giveaway**”) is open to the legal United States residents physically residing in the 50 United States, including DC but excluding residents of New York and Florida, who are at least 18 years of age or the age of majority in entrant’s state, whichever is greater, or older at time of entry. Officers, directors, employees, contractors, and agents of Sponsor and any entity involved in the sponsorship, development, production, implementation and distribution of the Giveaway as well as their respective parents, affiliates, divisions, subsidiaries and successor companies (collectively the “**Giveaway Entities**”), and their immediate family members (and those living in the same household, whether or not related), are prohibited from participating in the Giveaway and do not qualify to enter. “Immediate family members” include spouses, siblings, parents, children, grandparents, and grandchildren, whether as “in-laws”, or by current or past marriage, remarriage, adoption, co-habitation or other familial extension.

The Giveaway is subject to all applicable federal, state, and local laws and regulations and is void where prohibited or restricted by law. Participation constitutes entrant’s unconditional agreement to these “Official Rules” and to Sponsor’s decisions, which are final and binding in all matters related to the Giveaway. An entrant is not a winner of any prize until entrant’s eligibility as to the Giveaway winner has been verified, entrant has been notified that verification is complete, entrant has completed and submitted all required information and forms (including an Affidavit of Eligibility and Liability/Publicity Release, if required) and entrant has otherwise complied with the terms and conditions of these Official Rules.

2. ENTRY PERIOD. The Giveaway will begin on December 10, 2018, at 12:01 a.m. CT and will end on December 22, 2018, at 11:59 p.m. ET (the “**Entry Period**”). Sponsor’s computer is the official time keeping device for the Sweepstakes.

3. HOW TO ENTER. An entrant may enter the Giveaway in either of two ways.

a. **Subscription Entries.** To enter the Giveaway, an entrant can go to www.dmagazine.com/12days (the “**Website**”) and subscribe for themselves, renew their subscription, or gift a new or renewal subscription to D Magazine as offered on the Website. To subscribe, renew, or gift a subscription, entrant must complete the fields indicated on the Website, including their first and last name, address, email, and payment information. For subscription gifts, entrant will also be required to provide the name and mailing address of the individual receiving the gifted D Magazine subscription. Once payment has been made and the subscription (whether initial, gift, or renewal) has been ordered, one entry will automatically be granted per subscription (“**Subscription Entry**”), up to a maximum of three entries. Only subscriptions purchased through the Website may result in an entry. No other subscription channels will grant the subscriber any

entries into the Giveaway. Subscription to other “D” brand magazines, such as D Home, D Weddings, and D CEO will not result in any entries to the Giveaway. If any purchased subscription for which an entry to the Giveaway was granted is cancelled prior to the end of the Entry Period, the corresponding entry will be cancelled and will longer be eligible to be selected as a potential winning entry.

b. **Mail-In Entries.** To enter the Giveaway without purchasing a new or renewal subscription, eligible entrants must legibly handwrite (in ink) their name, address, phone number, date of birth, and email address on a 3” x 5” index card and mail the entry to: 750 North Saint Paul Street, Suite# 2100, Dallas, TX 75201 (“**Mail-In Entry**”). Mail-In Entry must be post marked by the last day of the Entry Period and received by Sponsor within three business days of such date. Mailed entries must adhere to the following guidelines: (a) each mail-in entry must be in a separate envelope and each must be mailed separately; (b) photocopied or mechanically-reproduced entries are not eligible; (c) mail-in entry must comply with the terms of this section and include the required information; and (d) all mail-in entries become the property of Sweepstakes Entities and will not be returned or acknowledged.

Participation in the Giveaway constitutes entrant’s understanding of and full and unconditional agreement to and acceptance of these Official Rules. Sponsor reserves the right to disqualify any entrant that Sponsor determines to be in violation of any term contained in these Official Rules. Entries in excess of the limit (See Section 4) may result in disqualification of entrant.

4. ENTRY LIMITS; ODDS. Limit three (3) entries per person regardless of method of entry. All Entries submitted become the sole property of Sponsor. Entries will not be acknowledged or returned. Odds of winning a prize depend on the number of Entries received in accordance with these Official Rules.

5. PRIZE. One prize will be awarded. The prize consists of the following:

a. Lunch with you and one friend with our food critic at D Magazine’s 2018 Restaurant of the Year recipient, Bullion. Approximate Retail Value (“**ARV**”) of \$250. Must be redeemed by December 31, 2019. Exclusions for potential lunch days include U.S. recognized holidays and weekends.

b. One six-month membership to Vital Fitness Studio. ARV of \$900.

c. One \$200 gift certificate for Scardello, D Magazine’s 2018 Best Cheese Shop in Dallas recipient. ARV of \$200. Gift certificate subject to its applicable terms and conditions.

d. One one-year Ambassador-level membership to the Dallas Museum of Art and a swag bag. ARV of \$250. Contents of the swag bag are selected at the prize provider’s discretion.

e. One month of personal glamor team services from Blushington and Cherry. ARV of \$499. Services provided by Cherry are limited to residents and locations in the cities of Dallas, Plano, Addison, Irving, Oak Cliff, Grand Prairie, Las Colinas, and Richardson. Services provided by Blushington must be used prior to June 1, 2019.

f. A one night stay at a standard double occupancy room at the Adolphus Hotel in Dallas and complementary valet parking for one night during stay. ARV of \$350. Exclusions apply, including blackout dates set by the Adolphus Hotel, which will include, but are not limited to New Year’s Eve and the weekend of the University of Texas and Oklahoma University football game.

g. One \$100 gift certificate for Emporium Pies. ARV of \$100. Gift certificate subject to its applicable terms and conditions.

- h. Four tickets to one Dallas Stars home hockey game. ARV of \$484. Game tickets will be selected by prize provider and may be for set a non-transferrable day. Tickets will be subject to limitations, terms, and conditions include on the ticket or related to
- i. One \$200 gift certificate for Dr. Delphinium Design and Events. ARV of \$200. Gift certificate subject to its applicable terms and conditions. Must be redeemed by December 31, 2019.
- j. Limited Edition “By Way of Dallas + D Magazine” jacket. ARV \$198. Available sizes may be limited.
- k. One \$100 gift certificate for Café Momentum. ARV of \$100. Gift certificate subject to its applicable terms and conditions.
- l. One VIP valet pass at NorthPark mall for the 2019 calendar year. ARV \$1,500.

There is no substitution, transfer, or cash equivalent for the prize, and must be accepted as awarded, except that the Sponsor may, at its sole discretion, substitute any portion or all of a prize, with a prize of comparable value or cash. An IRS form 1099 will be issued in the winner’s name if required by law. Any portion of any prize not accepted or used by the winner will be forfeited. All taxes, fees, and surcharges on prizes, and any other costs and expenses, associated with the receipt or use of any prize, are the sole responsibility of the winner. Total ARV of the prize is \$5,031. Prize providers may impose terms and conditions on the redemption and use of the prizes as typically applied to the product, service, event, gift certificate or card awarded, and winner agrees to be bound by and comply with the same.

The prize must be redeemed by winner at Sponsor’s headquarters located at 750 North Saint Paul Street, Suite# 2100, Dallas, Texas 75201. All prizes must be redeemed in person, by winner, with valid photo ID.

6. WINNER SELECTION AND NOTIFICATION. The potential winner will be selected in a random drawing about 7 days from the end of the Entry Period from among all eligible entries received during the Entry Period. The potential prize winner will be notified via the email address included in the randomly selecting entry. If a potential prize winner does not respond to the notification within 72 hours of the initial attempt, he or she may be disqualified and the prize awarded to an alternate winner. The winner is subject to verification. Each potential winner will be required to provide to Sponsor a valid physical mailing address (not a P.O. Box) within the time stated in the notification. Potential winner may, at Sponsor’s discretion, also be required to complete and return to Sponsor an Affidavit of Eligibility/Release of Liability, and, if legally permissible, a Publicity Release, and the appropriate tax documents (if prize value exceeds \$600), within five (5) days of attempted delivery of same. If a potential winner fails to respond to any notification attempt within the time period specified by Sponsor, or if any attempted notification or prize delivery is returned as undeliverable, or if a potential winner fails to complete and return any required affidavit or release within the specified time period, or unable to accept the prize as stated, or is otherwise not compliant with the terms of these Official Rules, the potential winner will be disqualified and an alternate winner selected from the remaining eligible Entries received. Only up to two additional alternate entries will be selected after which the prize may go unawarded if it remains unclaimed. The stated approximate retail value of each prize is based on available information provided by the prize providers and the value of the prize awarded to a winner may be reported for tax purposes as required by law. If a prize is valued at \$600 or more, the winner must provide Sponsors with a valid social security number before the prize will be awarded for tax reporting purposes and an IRS Form-1099 may be issued for the actual value of the prize received. Other restrictions may apply.

7. GRANT OF RIGHTS; PUBLICITY. By submitting an entry, entrant hereby grants and assigns to Sponsor, its parent companies, affiliates, subsidiaries, agents, promotion partners (such as marketing agencies and influencers), and licensees (“Giveaway Entities”), an irrevocable right, and all title and interest in and to the entry, and any part of the entry, whereby any of the Giveaway Entities may reproduce,

publish, edit, market, store, adapt, assign, sell, dispose of, distribute, have distributed, publicly and privately display, communicate, and promote the entry, or parts/exerts of the entry (as such may be edited and modified by Sponsor in its discretion) in perpetuity, for editorial, commercial, promotional, and all other purposes (including posting on Sponsor-affiliated websites, publications, any social media site, and/or other Sponsor-selected media). The entry further constitutes entrant's irrevocable permission for the Giveaway Entities to use the entry (in its original or edited form), entrant's name, likeness, voice and/or biographical information, in perpetuity, throughout the world, in all media and formats whether now or later known or developed, for commercial purposes (including, without limitation, advertising and giveaways), without further compensation, unless prohibited by law.

BY SUBMITTING AN ENTRY, THE ENTRANT ACKNOWLEDGES THAT ENTRANT'S NAME, BIOGRAPHICAL INFORMATION, AND ANY CONTENT INCLUDING IN HIS/HER ENTRY, MAY BE POSTED ACROSS ANY OR ALL OF THE GIVEAWAY ENTITIES' DIGITAL AND SOCIAL ASSETS, WEBSITE, AND PUBLICATIONS, AT THE SPONSOR'S DISCRETION.

8. PRIVACY. Any personal information that an entrant provides in connection with the Giveaway shall be used by Sponsor to administer this Giveaway, contact entrants, and for the other purposes set forth in the Sponsor's privacy policy located at <https://www.dmagazine.com/site/privacy-policy/>. By entering this Giveaway entrant agrees to and accepts that privacy policy.

9. RELEASE AND LIMITATIONS OF LIABILITY. Sponsor and its parent companies, affiliates, subsidiaries, divisions, agents, promotional partners, prize partners, agencies, and each of their respective owners, officers, directors, employees, agents, servants, successors and assigns (collectively, the "**Released Parties**") are not responsible, and will have no liability for, and are hereby fully released from: (a) late, lost, delayed, illegible, damaged, corrupted or incomplete entries, incorrect or inaccurate capture of, damage to, or loss of entries or entry information, or any other human or technical errors of any kind relating to the operation of the Giveaway, any application or website used in connection with the Giveaway, communications or attempted communications with any entrant, the submission, collection, storage or processing of entries or the administration of the Giveaway; (b) undeliverable e-mails or messages resulting from any reason outside of the Released Parties' control, (c) any damage to any computer system or mobile device resulting from participation in or accessing or downloading information in connection with this Giveaway; (d) the contents of any entrant's entry; or (e) lost, delayed, destroyed, re-directed, or returned prizes or any portion of a prize (which prize or portion of a prize will not be replaced or re-sent). By entering, each entrant fully releases, covenants not to sue, and agrees to hold all, and each, of the Released Parties harmless from and against any and all claims, liability, damages, and demands arising out of or relating to participation in the Giveaway, the Giveaway administration and process, the acceptance, receipt, use, or misuse of any prize or prize component and/or any use of the winner's name, account handle, likeness, voice, entry, and/or biographical information as permitted hereunder, including without limitation all claims, liabilities, damages, and demands based on any personal injury, property damages or loss or death. Entrants assume all liability for any injury or damage caused, or claimed to be caused, by participation in this Giveaway, the use of Instagram, any Giveaway related website or application, or the acceptance, receipt, use, or misuse of any prize or prize component. The Released Parties are not responsible for any typographical or other error in the promotion of the Giveaway, administration of the Sweepstakes, or in the announcement of the prize. In no event will more than the stated number of prizes be awarded.

10. GENERAL CONDITIONS. Sponsor reserves the right to cancel, suspend and/or modify the Giveaway, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Giveaway, as determined by Sponsor in its sole discretion. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS GIVEAWAY OR UNDERMINE THE CONTENT OR LEGITIMATE**

OPERATION OF THIS GIVEAWAY IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY PERSON OR PERSONS RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right, in its sole discretion, to disqualify or prohibit from participating in the Sweepstakes any individual who, in Sponsor's sole discretion, Sponsor determines or believes (i) has tampered with the entry process, or has undermined the legitimate operation of the Giveaway website or application or the Giveaway itself by cheating, hacking, deception or other unfair playing practices, or (ii) has engaged in conduct that annoys, abuses, threatens or harasses any other entrants or any representative of Sponsor, or (iii) has attempted or intends to attempt any of the foregoing. The use of automated devices, programs or methods to submit entries is prohibited and Sponsor reserves the right, in its sole discretion, to disqualify any entry that it believes may have been submitted using such an automated device, program, or method.

Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend this Giveaway should a virus, bugs, entrant fraud or misconduct or other cause beyond the control of the Sponsor affect or corrupt the administration, integrity, security or proper operation of the Giveaway or to the extent Sponsor deems necessary in order to comply with the terms of use or terms of service of any applicable social media platform or in connection with changes to such terms. In the event of termination of the Giveaway, a notice will be posted online and the judging for the prize will be conducted from among all eligible entries received prior to the time of termination.

These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Giveaway materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control. Sponsor's failure to enforce any provision of these Official Rules will not constitute a waiver of that or any other provision.

11. DISPUTES. By entering the Giveaway, each entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prizes awarded, will be resolved individually, without resorting to any form of class action, and solely and exclusively in a federal or state court located in Dallas County, Texas; entrant submits to sole and exclusive personal jurisdiction and venue to said courts in the State of Texas for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; and (b) any and all claims, judgments and awards will be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorneys' fees; and (c) under no circumstances will any entrant be permitted to obtain any award for, **and by entering each entrant waives all rights to claim punitive, special, 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 THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrants or of Sponsor in connection with the Giveaway, will be governed by, and construed in accordance with the laws of the State of Texas without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of Texas.

12. WINNER'S NAME AND RULES REQUESTS: For the name of the winners, available after January 30, 2019, or a copy of these Official Rules prior to the end of the Entry Period, send an email to Carly.Mann@dmagazine.com with a subject line of "12 Days of Dallas - Winners Name Request" or "12 Days of Dallas – Official Rules Request" and include your specific request in the body of your email.

13. SPONSOR AND ADMINISTRATOR. GP TM Acquisition LLC d/b/a D Magazine ("Sponsor"), 750 North Saint Paul Street, Suite# 2100, Dallas, Texas 75201.