

# **Yelp “Deck the Halls” Giveaway**

## **OFFICIAL RULES**

**NO PURCHASE NECESSARY TO PARTICIPATE OR WIN. BY PARTICIPATING IN THIS GIVEAWAY, PARTICIPANT AGREES TO BE BOUND BY THESE OFFICIAL RULES.**

### **1. Introduction**

Welcome to Yelp’s Deck the Halls Giveaway (“**Giveaway**”), sponsored by Yelp Inc. (“**Yelp**”), a website and mobile app dedicated to connecting people with great local businesses! Yelp is inviting Yelp users with the opportunity to nominate eligible Yelp businesses for a chance to win a gift certificate in the amount of ten-thousand dollars to help cover the cost of winterizing their businesses (the “**Prize**”). There will be ten (10) Giveaway winners (each a “**Winner**,” and collectively the “**Winners**”).

### **2. Eligibility**

The Giveaway is only open to business owners who (each a “**Participant**”):

- a. Are 18 years of age or older at the time of entry;
- b. Reside in the United States (excluding residents of Alaska, Hawaii and United States territories);
- c. Reside in the State of Texas (limit to one entry per household);
- d. Have a brick and mortar business in Austin, Texas, San Antonio, Texas and/or surrounding areas with less than six (6) total locations;
- e. Have a free registered Yelp for Business user account;
- f. Adhere to all additional terms and conditions contained herein; and
- g. Are nominated by one or more Yelp users in accordance with Section 3 and 4 below.

Eligible Participants will be notified that they have been nominated to enter the Giveaway for a chance to be a Winner. By entering into the Giveaway, each Participant consents to be bound by the Yelp Deck the Halls Giveaway Official Rules as set forth herein and Yelp’s [Terms of Service](http://www.yelp.com/static?p=tos), available at <http://www.yelp.com/static?p=tos> (collectively the “**Official Rules**”). Each Participant agrees and acknowledges that Yelp does not provide assistance for finding or hiring a services professional or procuring services for winterization projects. This Giveaway and any materials provided herein are provided for informational purposes only, and are not intended to provide, and should not be relied on for winterization improvement advice. The Giveaway is void where prohibited or restricted by law. Yelp reserves the right to further limit, or restrict, participation in the Giveaway to any person at any time for any reason. To the fullest extent permitted by law, Participant agrees that Yelp has the sole discretion to decide all matters and disputes arising from this Giveaway and these Official Rules, and that all decisions of Yelp shall be final and binding and not subject to challenge or appeal.

The following individuals are not eligible to nominate a Participant, enter or participate in the Giveaway or be awarded or retain any Giveaway Prize: (a) current and former employees, officers, directors, interns, contractors and agents of Yelp and its parent, affiliated and subsidiary companies; (b) any other individual or party involved in the development, design, administration, fulfillment and/or execution of this Giveaway; and (c) immediate family members of the individuals described in sections (a)-(c) of this paragraph (including parents, grandparents, children, siblings and spouses) and/or those living in their same households.

**IF A PARTICIPANT DOES NOT AGREE TO THESE OFFICIAL RULES, THE PARTICIPANT MAY NOT ENTER OR PARTICIPATE IN THE GIVEAWAY.**

### **3. Participant Nominations, Entries and Giveaway Term**

**Nominations:** To participate in the Giveaway, a Yelp user must nominate a Participant between 12:00 a.m. CST on December 1, 2021 and 11:59 p.m. CST on December 17, 2021.

**Entries:** Participants (once nominated) must then submit an Entry (as defined below) between 12:00 a.m. CST on

December 28, 2021 and 11:59 p.m. CST on January 4, 2022 (“**Giveaway Term**”).

#### **4. Submission of Giveaway Entry**

To submit a Giveaway entry (“**Entry**”), a Participant must follow the instructions below, which are also available at DeckTheHalls.Yelp.com (“**Giveaway Site**”):

- Receive a Yelp Notification Email (as defined below) that a Yelp user has nominated you to be a Participant and that you are an eligible Winner;  
Respond to Yelp’s Notification Email agreeing to these Official Rules
- The email address from which the submission is made must also be associated with your Yelp user account; and
- Continue to have an active and eligible Yelp account from the time you enter the Giveaway through the end of the Giveaway Term.

Participant(s) may only submit one (1) Entry per household. Household means individuals who share the same residence. If a Participant or if multiple Participants in the same household choose to submit more than one (1) Give the Gift of Yelp submission, the Participant and/or Participants will be entered into the Giveaway only once. Participants may not register more than one (1) Yelp user account for purposes of entering the Giveaway, or for any other purpose. If Yelp discovers or reasonably suspects that a Participant has registered more than one (1) Yelp user account in violation of these Official Rules, Yelp may at its sole discretion disqualify that Participant and his or her Entry(ies) from winning the Prize.

A Participant’s Entry, Yelp username and Yelp profile picture(s) may not contain material that is inappropriate, obscene, indecent, offensive, violent, racist, hateful, tortious or defamatory, or that defames, misrepresents or disparages Yelp, or contains any other content otherwise prohibited by or contrary to any applicable laws, as determined by Yelp in its sole discretion.

Giveaway Entries that are submitted before or after the Giveaway Term and/or do not adhere to these Official Rules, as determined by Yelp in its sole discretion, will be deemed void and ineligible to receive a Prize.

#### **5. Eligibility for Nominations; Selection, Notification and Announcement of Winners**

A Yelp user may only nominate one (1) eligible Yelp business for purposes of this Giveaway. If a Yelp user enters multiple nominations, only the first nomination shall be used. A Participant will only be entered once into the Giveaway irrespective of the number of nominations it receives. Yelp will randomly select ten (10) potential Winners on or about January 7, 2022 from among the eligible Entries received during the Giveaway Term. Each potential Winner, and his or her Entry, is subject to verification of eligibility, including compliance with these Official Rules.

Yelp will make one (1) attempt within a reasonable amount of time following an eligible Winner’s selection to contact the eligible Winner by sending an email to the email address associated with the Yelp for Business account (“**Notification Email**”). The eligible Winner must respond to the Notification Email, and provide Yelp with the information and documentation listed therein as needed, within forty-eight (48) hours of the time that Yelp sends the Notification Email in order to claim the Prize, which requires: (i) confirmation of the email to which Yelp may transfer the Prize to the eligible Winner; and (ii) any additional documents provided to the eligible Winner by Yelp with respect to the Giveaway and/or Prize.

In the event an eligible Winner does not respond to Yelp’s Notification Email and/or fails to provide the information and documentation identified above within such forty-eight (48) hour period, declines a Prize, is not in compliance with these Official Rules, or is otherwise unable to accept a Prize, all of which shall be determined by Yelp in its sole discretion, the Prize will be deemed forfeited in its entirety by that eligible Winner, and Yelp may select an alternate Winner from among the remaining eligible Entries, if time permits.

Any violation of these Official Rules by an eligible Winner or Winner, or any behavior by an eligible Winner or Winner that, in Yelp’s sole discretion, brings or will bring Yelp into disrepute, will result in that eligible Winner or Winner being disqualified as a Winner of this Giveaway, and all privileges of being a eligible Winner or Winner will

be immediately terminated.

## **6. Giveaway Prizes**

Each Winner, once verified, will receive one (1) \$10,000.00 USD gift certificate. Winners are solely responsible for making any necessary arrangements to receive and/or accept a Prize. Yelp shall not be responsible or liable for: (i) any loss, theft or damage of or to a Prize; and/or (ii) a potential Winner's inability and/or unavailability to accept or utilize a Prize. The value of the Prize may be taxable to the Winners as income. Winners may be required to supply Yelp with their social security number for tax purposes. IRS Form 1099s may be issued in the name of the Winner for the actual value of the Prize received, where required by law. Upon entry into this Giveaway, all Participants are required to comply with any and all applicable federal, state, and local laws, rules, and regulations. All costs and expenses associated with the acceptance and/or use of any Prize (including without limitation federal, state and local taxes) are the sole responsibility of the Winner. Yelp reserves the right to cancel or modify this Giveaway in its discretion and/or to award a substitute prize of comparable or greater value. The Prizes are non-transferable, non-refundable and non-assignable, and must be accepted as awarded, "AS IS", with no warranty, representation or guarantee, express or implied, in fact or in law, made by Yelps, or for which Yelp may be liable.

## **7. Odds of Winning**

The odds of winning the Prize depend on the number of eligible Entries received by Yelp during the Giveaway Term.

## **8. General Giveaway Terms and Conditions**

A. Participation. Participants are solely responsible for any equipment and internet access required to participate in the Giveaway.

B. Entries; Verification; Participant Cooperation. Participants agree to cooperate with Yelp concerning any verification needed to confirm eligibility with these Official Rules. In the event that Giveaway verification activity evidences noncompliance with the Official Rules or official Giveaway communications, as determined in Yelp's sole discretion, Yelp may suspend or terminate a Participant's continuing participation in any aspect of the Giveaway at any time during or after the Giveaway. Yelp reserves the right, in its sole discretion, to suspend or cancel the Giveaway at any time.

C. Publicity Release. Participants who are selected as Winners consent to Yelp using their Entry related provided information, including name, picture, voice and likeness (any name, picture, voice and likeness that the Winner has submitted to Yelp and/or posted on the Yelp website or Giveaway website) worldwide in perpetuity, including for the purposes of Giveaway-related advertising, promotion and publicity, without further compensation, notification or permission, unless prohibited by law.

D. Tax Consequences. The Winners may be required to complete applicable U.S. tax withholding-related documentation and, if necessary, provide proof of foreign status, as beneficiaries of U.S. sourced promotional consideration. Participation and receipt of benefits from the Giveaway may have tax consequences. Should there be any tax liability for participation in the Giveaway or the receipt of a Prize, or costs or expenses relating to participation in the Giveaway or for the use and enjoyment of any Prize, or for any other reason, such taxes and/or expenses are the sole responsibility of the Participant. Yelp or its authorized agents will issue Giveaway-related tax reporting, as may be required by applicable laws and regulations. As a condition of winning the Giveaway and receipt and use of any Prize, Participants agree to self-report to applicable taxing authorities, as may be required by law.

E. Data Collection; Communications. All data submitted to Yelp by a Participant, including any personal information contained in Entries, shall be deemed collected and stored in the United States in accordance with applicable laws and Yelp's Privacy Policy available on the Yelp site. Participants agree that Yelp may contact them regarding the Giveaway and for marketing and promotional purposes.

F. Rules Amendment and Interpretation. The Giveaway and its continuing terms and conditions, benefits and

participation are offered to Participants at the sole discretion of Yelp. Yelp reserves the right to amend or interpret these Official Rules or any other official Giveaway communications and any element or elements arising under or relating to the Giveaway at any time, upon published notice to Participants. A Participant shall be deemed to have notice of any such amendments or interpretations upon publication of the same and shall be deemed to have accepted such amendments or interpretations by virtue of a Participant's continuing participation in the Giveaway. Should a Participant not wish to continue to participate in the Giveaway pursuant to the prevailing Rules, as amended or interpreted, a Participant may terminate participation in the Giveaway after providing an Entry by notifying Yelp in writing.

G. NO WARRANTY, RELEASE OF LIABILITY. YELP AND EACH OF THEIR RESPECTIVE PARENT COMPANIES, AFFILIATED COMPANIES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY, THE "RELEASED PARTIES") EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OR CONDITIONS OF ANY KIND (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE), INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. UNDER NO CIRCUMSTANCES SHALL ONE OR MORE RELEASED PARTIES BE HELD RESPONSIBLE OR LIABLE FOR A PARTICIPANT'S USE OF THE INFORMATION AND/OR PRODUCTS PROVIDED AND/OR MADE AVAILABLE THROUGH THE GIVEAWAY OR FOR ERRORS OR ANOMALIES RESULTING IN THE UNINTENDED OR ERRONEOUS PARTICIPATION, AWARD OF PRIZES OR OTHER BENEFITS UNDER THE GIVEAWAY TO PARTICIPANTS. RELEASED PARTIES OFFER NO ASSURANCES, GUARANTEES OR WARRANTIES OR CONDITIONS THAT THE GIVEAWAY OR GIVEAWAY WEBSITES WILL BE UNINTERRUPTED OR ERROR-FREE AND DO NOT GUARANTEE THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE GIVEAWAY. RELEASED PARTIES ASSUME NO RESPONSIBILITY FOR ANY COMPUTER-RELATED DAMAGES DUE TO DOWNLOADING MATERIALS. RELEASED PARTIES WILL NOT BE LIABLE, AND ARE NOT RESPONSIBLE, FOR DAMAGES OF ANY KIND RELATED TO A PARTICIPANT'S PARTICIPATION OR INABILITY TO PARTICIPATE IN THE GIVEAWAY, WHETHER THE DAMAGES ARE DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL. FURTHER, BY PARTICIPATING IN THE GIVEAWAY AND/OR ACCEPTING A PRIZE, A PARTICIPANT AGREES THAT RELEASED PARTIES SHALL NOT BE LIABLE FOR, AND WILL BE HELD HARMLESS BY PARTICIPANT AGAINST, ANY LIABILITY FOR ANY DAMAGE, INJURY OR LOSS TO PERSON (INCLUDING DEATH) OR PROPERTY DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, TO ACCEPTANCE, POSSESSION, USE OR MISUSE OF A PRIZE, PARTICIPATION IN ANY GIVEAWAY AND/OR PRIZE- RELATED ACTIVITY, AND/OR RELEASED PARTIES' USE OF ANY TENDERED ENTRY OR PARTICIPATION IN THIS GIVEAWAY. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES; THEREFORE THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY.

H. Indemnification. Participants agree to release, defend, indemnify and hold harmless Released Parties from and against, and accept all responsibility of any kind, including but not limited to financial responsibility, for any liability, claims, losses, damages or proceedings, including but not limited for death (including reasonable attorneys' fees) relating to any actions taken by a Participant, including any Giveaway submissions, or anyone else using a Participant's email address or otherwise purporting to act on Participant's behalf in regard to the Giveaway (whether or not such use occurred with or without the Participant's permission). Participant also agrees to release, defend, indemnify and hold harmless the Released Parties from any and all liability, claims, losses, damages or proceedings, including but not limited for death (including reasonable attorneys' fees) relating to Prizes, Participant's breach of the Official Rules, and any other matter in connection with a Participant's participation in the Giveaway or Yelp's use of the Participant's Entry.

I. Rule Compliance Interpretation; Adjudication and Remedial Process. Yelp reserves the right to make all decisions relating to the Giveaway and to the interpretation of these Official Rules at its sole discretion, and such decisions by Yelp are final, binding and non-appealable. Participants in the Giveaway agree that: (1) any and all disputes, claims, and/or causes of action arising out of or connected with this Giveaway, or any benefits received, or the administration of the Giveaway, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration administered by and in accordance with the then-effective rules of the American Arbitration Association, to take place in the City and County of San Francisco in the State of California; (2) any and all claims, judgments and awards shall be limited to actual out of pocket costs incurred, including costs associated with participating in the Giveaway and in no event shall Participant be entitled to receive attorneys' fees or other legal costs; (3) under no circumstances will a Participant be permitted to obtain awards for, and Participants

hereby waive all rights to claim, punitive, incidental and consequential damages and any other damages, other than for actual out of pocket expenses; and (4) any and all disputes, claims, and causes of action arising out of or relating to the Giveaway or any Prize awarded must be brought within one (1) year after the occurrence of the event giving rise to such claim; if such a dispute, claim or cause of action is not filed by a Participant within such one (1) year period, the dispute, claim or cause of action shall be permanently barred. Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Participant(s) and Yelp in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of the United States of America and the State of California, without regard for conflicts of law doctrine of any jurisdiction, and subject to resolution only in the City and County of San Francisco, State of California, United States of America. By entry and participation in the Giveaway, Participants consent to personal jurisdiction in the City and County of San Francisco, State of California, United States of America, and agree that the City and County of San Francisco, State of California, United States of America will be the exclusive forum and venue for any dispute resolution. Yelp's failure to exercise or enforce any right or provision under these Official Rules will not constitute a waiver of such right or provision and will not be deemed a waiver of any further rights hereunder.