

## OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

By participating in the We Live to Eat "Dig In" Photo Contest ("Contest"), contestants agree to comply with and be bound by these Official Rules and by the decisions of the Louisiana Restaurant Association Inc. ("Sponsor"), which are final and binding on all matters.

1. DESCRIPTION OF CONTEST: This is a contest for restaurant entrée photos. The Contest will be conducted in two phases:

- a. Online photo submissions; and
- b. Consumer voting online to determine the grand prize winner, second and third place.

2. Photo Submission Period: The contest will start at 12:01 a.m. (Central Standard Time ["CST"]) on Monday, January 23 and end at 11:59 p.m. CST on Friday, February 3, 2012. Contestants can submit a photograph ("Photo") with caption of their favorite restaurant entrée during the Photo Submission Period.

All Photos must comply with the submission guidelines set forth in Section 5 below.

3. VOTING PERIOD: The consumer voting period for photo entries will run simultaneously with the photo submission period, beginning at 12:01 a.m. (Central Standard Time ["CST"]) on Monday, January 23 and end at 11:59 p.m. CST on Friday, February 3, 2012. All properly entered restaurant entrée photos submitted during the contest period will be considered for the contest. The top three photos with the highest consumer votes will be awarded prizes, with the top vote-getter receiving the grand prize, the photo with the second most votes receiving second place and the photo with the third most votes getting third place. Provisional winners will be notified during the week of February 6, 2012.

4. ELIGIBILITY: The Contest is open only to all residents of the United States and District of Columbia who are 18 years of age or older and who have access to the Internet. Contestants must be a registered user on Facebook to be able to submit a Photo in this Contest. Employees, officers and members of the Louisiana Restaurant Association Inc. and their respective parents, chapters, affiliates, subsidiaries, advertising and promotion agencies, other entities involved in the development, implementation or fulfillment of the Contest and their immediate family members (mother, father, sister, brother, husband, wife, daughter, son, step-father, step-mother, step-daughter, step-son, step brother, step-sister, half-brother, half-sister and those married to or living in the same household of the foregoing) are not eligible.

5. HOW TO ENTER: Go to [http://www.facebook.com/WeLiveTo Eat](http://www.facebook.com/WeLiveToEat) and follow the entry directions therefore and submit your Photo and Caption and all other required information. All entries, including Photos and Captions, must be received no later than 11:59 p.m. CST on Friday, February 3, 2012. Sponsor will not otherwise verify receipt of entries. All Photos and Captions must conform to the submission guidelines set forth below.

Photo and Caption Submission Guidelines:

Each contest entry must meet the following requirements:

- The Photo must be in .jpg, .png, or .gif format;
- The Photo must not exceed Facebook's size limitations;
- The Submission must contain a caption/title;
- The Submission name/title must be in English;

- Both the Photo and the Caption/Title must be your own work;
- Creative use of computer programs such as Adobe® Photoshop is acceptable;
- You must have express permission from any person who appears recognizably in your Submission and you may be requested to provide proof of such permission;
- Neither the Photo nor the Caption/Title can have been submitted previously in a promotion of any kind or exhibited or displayed publicly through any means; and
- The Photo and Caption cannot violate any of the restrictions noted below.

#### Photo and Caption Submission Restrictions:

By submitting a photo and caption, you warrant and represent that neither your Photo nor your Caption:

1. Infringes on the copyright, trade secret, trademark, patent, privacy, publicity rights or other intellectual property or publication rights of others;
2. Disparages Sponsor or any other person, company, brand, intellectual property or party whether affiliated with the promotion and administration of this Contest or not;
3. Contains any material that could be considered unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, indecent, sexually explicit, or hateful, or content that refers negatively to people or groups on the basis of their race, ethnicity, religion, sexual orientation, gender, or similar characteristics;
4. Is posted under a false name or the name of another person, or includes impersonations of any person;
5. Includes illegal material or encourages, solicits, or glorifies illegal activity;
6. Contains false statements or misrepresentations that could damage you, Sponsor, or any other party; or
7. Includes commercial advertisements or solicitations.

Sponsor reserves the right, in its sole discretion, to disqualify or reject any entry or Photo or Caption that it deems to violate the foregoing Submission Guidelines and Restrictions or that it deems to be offensive, inappropriate or not in keeping with Sponsor's image. Sponsor also reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with or attempting to influence or alter the entry process or the operation of the Contest or the Website; to be in violation of any applicable legal terms for use of the Website; to be acting in violation of the Official Rules; or to have engaged in any fraud or misrepresentation. Any use of robotic, automatic, macro, programmed or like methods of entry will void all such entries by such methods and persons using any such methods will be disqualified. Incomplete, illegible, false or deceptive entries are void as are any entries not in complete compliance with the applicable rules, procedures, and requirements of limitations.

#### 6. DETERMINATION OF WINNERS:

A. Voting Period: During the Voting Period, members of Facebook will be invited to vote for the Photo and Caption they believe best meets the criteria of appetite appeal and festive presentation. Contestants are prohibited from encouraging or enticing votes by any fraudulent or inappropriate means, including, without limitation, offering prizes or other inducements, as determined by Sponsor in its sole discretion. Multiple voters are not permitted to share the same email address or Facebook account. Any attempt by any voter to submit votes by using false or fictitious names or email addresses, multiple/different email addresses, identities or any other method will void that voter's entry (if any) and votes and he/she will be disqualified from further participation in the Contest. Use of script, macro or any other automated system to vote is prohibited and all such votes will be void.

In the event of a tie in the number of consumer votes received, the Sponsor will determine the winners based on the criteria set forth in Section 6.B. below.

Subject to each such person's compliance with these Official Rules, the three contestants whose Photo and Caption receive the highest number of valid consumer votes during the Voting Period will be deemed winners, in order of most votes received, as outlined above.

All Provisional Winners will be determined and notified during the week of February 6, 2012.

B. Tie Breaking. In the event of a tie in the number of consumer votes received, the Sponsor will determine the winners based on the following criteria: (a) appetite appeal; (b) festive presentation; (c) number of votes received. The Sponsor's decision is final.

7. NOTIFICATION: The Provisional Winners will be notified of the result of the determination by email. Failure by any Provisional winner to respond to such notification within seven (7) calendar days of the date of the notice will result in a rejection of the entry by the Provisional Winner and an alternate Provisional Winner will be selected by the Sponsor. This will continue until a Provisional Winner claims the prize. Contestants are responsible for ensuring their spam filter does not screen out notifying emails.

All entries are subject to verification prior to awarding of prizes. In the event of a dispute about the identity of a contestant or the validity of the submission, the entry will be deemed to have been submitted by the authorized account holder of the email address submitted at time of entry. The authorized account holder is defined as the natural person who is assigned to an email address by an Internet Service Provider, online access provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. Each winner may be required to provide proof that the winner is the authorized account holder of the email address associated with the winning entry.

The first eligible provisional winner for each prize that the Sponsor successfully contacts as provided above and who claims the applicable price in accordance with these Official Rules will be declared the winner of that prize.

Sponsor reserves the right to modify the notification procedures in connection with the selection of alternate provisional winners.

8. PRIZES: The following prizes will be awarded in this Contest:

- Brief Description of Grand Prize: Two (2) round-trip coach class American Airlines airfare vouchers
- Second Prize: One (1) \$100 gift card to New Orleans-area restaurant
- Third Prize: One (1) We Live to Eat Prize Pack (\$53 Value)

Sponsor reserves the right to award fewer than the stated number of prizes, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Photos and Captions. Sponsor also reserves the right, in its sole discretion, to select an alternate Grand Prize, Second Place or Third Place winner should the voting appear to have been tampered with or manipulated in any way.

Any and all applicable local, state, and federal taxes relating to the prizes are solely the responsibility of the winners. There are no cash redemptions or prize substitutions, except that Sponsor may substitute a prize of equal or greater value for any prize noted above. Sponsor will not replace any lost or stolen prizes. The prizes cannot be used in conjunction with any other promotion or offer. Only the number of prizes stated in these Official Rules is available to be won in the Contest.

9. OWNERSHIP/USE OF ENTRY, PHOTOS AND CAPTIONS: All entries become the property of Sponsor. By submitting an entry, each contestant understands and agrees that Sponsor will own all right, title and interest in all entries, Photos and Captions that are submitted by contestant in connection with this Contest, whether or not determined to be a winner. Contestant hereby grants the Sponsor, by such Photo submission, the exclusive right to reproduce, modify, make derivative works, display, distribute, perform and otherwise use the Photo and/or Caption, in any form, media or format, whether now known or hereafter developed, including, but not limited to, in print form, in digital form, on the Internet and in the advertising and promotion of Sponsor's products and services, such a right shall be royalty free, irrevocable, worldwide, perpetual, fully transferable and sublicensable. Each contestant acknowledges and agrees that Sponsor is not obligated to use any Photo or Caption, but that if Sponsor does use that contestant's Photo and/or Caption (whether or not contestant is declared a winner of the Contest), contestant shall not be entitled to any credit, attribution, consideration, notice or payments of any kind. To the fullest extent permitted by law, each contestant waives any legal or moral rights he or she may have to the Photo and Caption and agrees that if Sponsor elects to use the Photo and/or Caption for any purpose, all rights under copyright or other intellectual property rights which may otherwise relate to or arise from or be related to that use shall be the sole property of Sponsor. Contestant further agrees that if Sponsor elects to use contestant's Photo and/or Caption, contestant will execute any documents requested by Sponsor to confirm and perfect the assignment of all right, title and interest in the Photo and Caption to Sponsor.

10. PERMISSION TO USE NAME AND LIKENESS: Except where prohibited by law, each winner's entry and acceptance of a prize constitutes permission for the Sponsor to use said person's name, photograph, likeness, statements, biographical information, voice, and city and state address for promotional or advertising purposes in connection with this Contest and Sponsor's products and services, on a worldwide basis, and in all forms of media, now or hereafter known, in perpetuity, including without limitation, on Sponsor's website, without review, permission or further compensation. Contestant agrees to execute or cause to be executed by any subject in an entered photograph, any documents requested by Sponsor to confirm Sponsor's right therein.

11. INDEMNIFICATION: By participating in this Contest, contestant agrees to defend, indemnify, and hold harmless the Sponsor, Facebook Inc., Valence Consulting, LLC, ComLead Ltd., and each of their respective employees, officers, directors, members, agents, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and the officers, directors, members, employees and agents of any of the foregoing (collectively, the "Released Parties") from and against any all claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out or relating to their breach of these Official Rules or any use of that contestant's Photo, including but not limited to claims for copyright, trademark or other intellectual property infringement or appropriation, any claims for violation of privacy or publicity rights, or any claim that the Photo and /or Caption violates any applicable law, rule, regulation or order.

12. WINNER LIST: For names of winners, available after 3/1/2012, send a self-addressed, stamped (#10) envelope to: Valence Consulting, LLC, Attn: Jennifer Kelley, 610 S. Peters Street, New Orleans, LA 70130, to be received by 3/30/2012.

13. LIMITATION OF LIABILITY: SPONSOR IS NOT RESPONSIBLE FOR LATE, LOST, ILLEGIBLE, MISDIRECTED, STOLEN, UNDELIVERED, SEPARATED, OR CORRUPTED ENTRIES OR PHOTOS. SPONSOR DOES NOT ASSUME RESPONSIBILITY OR OTHERWISE BE RESPONSIBLE FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OF

OR TRANSMISSION OR COMMUNICATIONS LINE FAILURE; THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO THE WEBSITE. SPONSOR IS NOT RESPONSIBLE FOR ANY PROBLEMS OR TECHNICAL MALFUNCTION OF ANY COMMUNICATION NETWORK OR COMMUNICATION LINES, COMPUTER ON-LINE SYSTEMS, SERVERS, COMPUTER EQUIPMENT, SOFTWARE, OR ANY FAILURE OF ANY ENTRY TO BE RECEIVED BY SPONSOR ON ACCOUNT OF TECHNICAL PROBLEMS, HUMAN ERROR OR TRAFFIC CONGESTION ON THE INTERNET OR AT ANY WEBSITE, OR ANY COMBINATION THEREOF.

IN NO EVENT WILL SPONSOR BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF CONTESTANT'S PARTICIPATION IN THIS CONTEST, ACCESS TO AND USE OF THE WEBSITE OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM THE WEBSITE OR USE OF THE PRIZES. WITHOUT LIMITING THE FOREGOING, EVERYTHING IN THIS CONTEST, INCLUDING THE PRIZES, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

14. RELEASE: By participating in this Contest, each contestant releases and discharges Sponsor from any claims, expenses, injuries, losses or damages of any kind, including but not limited to, claims for personal injury, death or damage to or loss of property, arising out of or resulting in whole or in part, directly or indirectly, from the acceptance, possession, use or misuse of any prize or participation in the Contest.

15. GOVERNING LAW AND VENUE: Any dispute, claim or cause of action arising under this Sweepstakes or these Official Rules shall be brought in the federal or state courts of Louisiana, and such courts shall apply the internal, substantive law of Louisiana in adjudicating any such dispute/claim/cause of action. To the fullest extent permitted by law, by entering, each contestant agrees (a) to the jurisdiction of such courts; (b) to bring any action individually (NOT as part of a class action); (c) that in any such dispute/claim/cause of action, recovery shall be limited to actual out-of-pocket costs incurred, with any right to special, indirect, incidental, consequential, punitive or other damages and/or attorneys' fees being waived. This Contest is void where prohibited by law.

16. OTHER CONDITIONS. Sponsor reserves the right at its sole discretion to modify, cancel or suspend this Contest at any time for any reason without notice or obligation. If terminated, Sponsor may, in its sole discretion, determine winners from among all eligible, non-suspect entries received up to the date of such termination according to the judging criteria outlined in Section 6 above.

17. SPONSOR: The Louisiana Restaurant Association Inc.  
This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. You understand that you are providing your information to Valence Consulting, LLC and not to Facebook. The information you provide will only be used for sending subscribers emails from We Live to Eat, which include the option to opt-out at any time.