

# 2021 San Diego's Best Union-Tribune Readers Poll

## Rules and Regulations

San Diegans share their “best” picks in the annual San Diego's Best U-T Readers Poll. In 2020, we asked readers to nominate the best in 175 categories—from Best Brunch to Best Beach, from Best Movie Theatre to Best Museum, from Best Camera Store to Best Dermatologist, and nearly everything in between.

This year, the call for nominations begins on Sunday, March 21, 2021 at 12:00am and runs through Wednesday, April 21, 2021 at 11:59 pm PT. You can then vote for your favorites and San Diego's best from Monday, May 10, 2021 at 12:00 am PT through Thursday, June 10, 2021 at 11:59 pm PT. Winners are revealed in the SD Best special section publishing online and in print on Sunday, August 22, 2021. Like any election, the results represent the total votes received. So, for those businesses that came out on top, they're obviously doing something right since they bested their peers in the popular vote. And many of these votes are based on personal experiences. So, don't forget to nominate your best and favorites!

1. San Diego's Best: Union-Tribune Readers Poll (the “Contest”) is sponsored by The San Diego Union-Tribune, LLC, 600 B Street #1201, San Diego, CA 92101 (“Sponsor”).

2. The Contest is divided into approximately 175 categories (each, a “Category”), and nominators (“Nominators”) can nominate candidates (“Candidates”) in Categories. Participants may submit nominations (“Nominations”) from March 21, 2021 at 12:00 am PT to April 21, 2021 at 11:59 pm PT (the “Nomination Period”). Sponsor's computer is the official time-keeping device for this Contest.

3. To be eligible, the Candidate must be a business, entity, or individual providing services in and with a location in San Diego County. Nominators and voters (“Voters”) must be 18 or older, legal residents of the 50 United States or District of Columbia and located in the United States at the time you cast your vote or submit a Nomination. You are not eligible to participate as a Nominator, Voter, or Candidate if you are an employee of Sponsor, California Times, or any of their respective parent companies, affiliates, subsidiaries, advertising companies, promotion contractors, and/or public relations

companies or any other entity that participated in the creation, operation or fulfillment of this Contest (collectively, the “Contest Entities”) or you are a member of the immediate family of any such employee. “Immediate family” includes only spouses, parents, siblings, and children.

4. To submit your Nominations, visit <http://www.sdbestpoll.com> (the “Contest Site”). You will be asked to register (registration is free) prior to submitting your Nominations. Submit a Nomination for your favorite business, organization, event, activity, item, product, community, or individual in the applicable Category. Repeat the process for as many Categories as desired. You may nominate only one Candidate in each Category, but you may submit a Candidate in more than one Category. Once you have completed your Nominations, click “Submit.” You may submit Nominations only once during the Nomination Period. All subsequent Nominations from any person or device will be considered void if discovered by Sponsor. Nominations must be submitted during the Nomination Period. Sponsor reserves the right at its sole discretion to refuse Nominations for Candidates that are deemed not appropriate for the Category for which the Nominations were submitted.

5. All Nominations will be approved by Sponsor staff before they’re included publicly in the Contest. Publication of a Nomination on the Contest Site, however, does not constitute an acknowledgment or determination of satisfaction of these Official Rules, including without limitation eligibility limitations and submission requirements.

6. Provided a sufficient number of eligible Nominations are received, Sponsor will provide a list of up to 10 finalists per Category for voting (“Finalists”). If there are more than 10 Nominations in a Category, Sponsor will select the 10 Finalists in that Category based on the number of Nominations each Candidate received in that Category. If there is a tie for 10<sup>th</sup>, all of the tied Candidates will be deemed Finalists. Winners will be determined by popular vote, and the voting period will run from May 10, 2021 at 12:00 am PT to June 10, 2021 at 11:59 pm PT (the “Voting Period”). To fill out a ballot (“Ballot”) and vote, visit the Contest Site. You will be asked to register if you have not already done so (registration is free) prior to casting your votes. Select your Candidate from the options provided in each Category. Repeat the process for as many Categories as desired. Complete your Ballot, then click “Submit.” Limit one Ballot per person, per device during the Voting Period. Limit one vote per Category per person, per device during the Voting Period. All subsequent Ballots or votes in a Category from any person or device will be

considered void if discovered by Sponsor. Ballots must be submitted during the Voting Period.

7. You may, but are not required to, submit a comment (“Comment”) in connection with your Nomination or Ballot. The Comment must not contain material that: (a) violates or infringes another’s rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement; (b) disparages Sponsor, any Candidate, or any other person or party affiliated with the promotion and administration of this Contest; (c) was not created by you; (d) is inappropriate, indecent, obscene hateful, tortious, or defamatory; (e) promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; (f) is unlawful; or (g) violates the Terms of Service on the Contest Site.

8. For each Comment you post, upload, or otherwise make available (“Provide”), you grant Sponsor and California Times, Inc. (Sponsor’s parent company) a worldwide, royalty-free, perpetual, irrevocable, non-exclusive right and fully sub-licensable license to use, copy, reproduce, distribute, publish, publicly perform, publicly display, modify, adapt, translate, archive, store, and create derivative works from such Comment, in whole or in part, in any form, format, or medium, of any kind now known or later developed. Without limiting the generality of the previous sentence, you authorize Sponsor and California Times to: (a) share the Comment across all websites, mobile applications, newspapers and other online services affiliated with Sponsor and California Times; (b) include the Comment in a searchable format accessible by users of the website and other Sponsor and California Times websites, mobile applications, newspapers and other online services; (c) place advertisements in close proximity to such Comment; and (d) use your name, likeness and any other information in connection with our use of the material you provide. You waive all moral rights with respect to any Comment you provide. You also grant Sponsor and California Times the right to use any material, information, ideas, concepts, know-how or techniques contained in any communication you provide or otherwise submit for any purpose whatsoever, including but not limited to, commercial purposes, and developing, manufacturing, and marketing commercial products using such information. All rights in this section are granted without the need for additional compensation of any sort by Sponsor or California Times to you.

9. Voters or Nominators who fail to provide any required information may be disqualified without further notification by Sponsor. Sponsor is not responsible

for Nominations, Ballots, or votes that are lost, misdirected, garbled, distorted, truncated, incomplete, illegible, incorrect, or late for any reason, and all such Nominations, Ballots, and/or votes are void. Information (but not Comments) received from Nominators and Voters becomes the property of Sponsor and will not be returned or acknowledged. The information that you provide in connection with the Contest will be used by Sponsor in accordance with its Privacy Policy, which is found at <https://www.sandiegouniontribune.com/privacy-policy> and which may be updated from time to time.

10. Because of spelling errors and variations on names, Sponsor will attempt to standardize the Nominations and Ballots to match the Categories and votes to the correct Candidate, and such decisions are in the sole discretion of Sponsor.

11. The leading vote recipients in each Category will be declared the winners. If there is a tie for first in a Category, the tied Nominations will each be named winners in that Category. A Candidate may be honored in more than one Category, but votes will not be combined across Categories. Vote totals will not be published.

12. If potential winner does not have a physical location in San Diego County or is otherwise determined to be ineligible, Sponsor in its discretion may disqualify that Candidate and an alternate winner will be chosen applying the criteria set forth above as soon as reasonably practicable after such disqualification.

13. The winners will not receive prizes. The winners will be listed in the SD Best special section publishing online and in print on Sunday, August 21, 2021. Public recognition has no retail value, and if, for any reason, a winner is not listed in print and/or online, no alternate prize will be awarded.

14. It is the intention of Sponsor to honor a winner in each Category, provided a sufficient number of eligible Candidates are nominated and receive votes in each Category.

15. Nominations, Ballots, and/or votes must not be generated by a script, macro, or other automated means. Any use of robotic, repetitive, automatic, programmed, script, macro, or any other automated means or similar voting methods or agents, vote exchange websites, vote "farming" or other method to vote or unfairly increase votes, as determined by Sponsor in its sole

discretion, is prohibited and will void all Nominations, Ballots, and/or votes submitted by that participant. Proxy voting is not allowed. No one may purchase votes. Complimentary products or services offered in exchange for votes is prohibited. No Candidate may pressure its employees or contractors, or their families, to nominate it or cast a vote on its behalf in the Contest. Votes, Ballots, and/or Nominations cast in response to threats, coercion, or intimidation are void if discovered by Sponsor. A Candidate may not collude with any Nominator or Voter to violate these Official Rules or participate in or actively encourage such activity, whether directly or indirectly. Sponsor reserves the right in its sole discretion to disqualify any Candidate, Finalist, Nomination, Ballot, Voter, or vote at any time that in its opinion does not comply with these Official Rules.

16. Sponsor reserves the right to disqualify any Nominator, Voter, or Candidate from further participation in the Contest if Sponsor concludes, in its sole discretion, that such Nominator, Voter, or Candidate: (a) has attempted to tamper with the Nomination process, voting process, or other operation of the Contest; (b) has disregarded or has attempted to circumvent these Official Rules; or (c) has acted toward Sponsor or any other Nominator, Candidate, or Voter in an unfair, inequitable, deliberately annoying, threatening, disrupting, or harassing manner (including denigration on social media). If a dispute arises regarding compliance with these Official Rules, Sponsor may consider, in its sole discretion, data reasonably available to Sponsor through information technology systems in Sponsor's control, but Sponsor will not be obligated to consider any data or other information collected from any other source. Any failure by Sponsor to enforce any of these Official Rules will not constitute a waiver of such Official Rules.

17. Sponsor reserves the right to cancel, suspend or terminate this Contest or any part thereof, if Sponsor determines, in its sole discretion, that the security, administration, fairness and/or operation of the Contest has been corrupted or impaired by any non-authorized intervention, network failure, information storage failure, telecommunications failure, malfunction, or any other cause beyond Sponsor's control. If Sponsor terminates the Contest during the Nomination Period, Sponsor will post notice of same on the Contest Site and will not select winners. If Sponsor terminates the Contest during the Voting Period, Sponsor will post notice of same on the Contest Site and select the winners in each Category by applying the criteria set forth above based on eligible, non-suspect votes received as of the termination date. By submitting

a Nomination or voting, the participant acknowledges the understanding of and agreement with these Official Rules.

18. Contest Entities and their agents, officers, directors, employees, and related persons (collectively, "Released Parties"): (a) are not responsible for technical failures of any kind, including but not limited to lost, disconnected, interrupted, or unavailable network, server, or other connections, late, lost, undeliverable, damaged or stolen mail, or for any failed telephone or computer hardware or software, or for any failed, delayed, misdirected, corrupted, or garbled transmissions or errors of any kind, whether human, mechanical, or electronic; (b) are not responsible for any incorrect or inaccurate information, whether caused by Nominators, Votes, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Contest or in the printing of this offer, administration of this Contest, or in the announcement of the prizes; (c) are not responsible for any injury or damage to any computer, modem or other electrical device as a result of participation in this Contest or downloading of any software or materials; (d) are not responsible for unauthorized human intervention in any part of the Contest; (e) are not responsible for any printing, typographical, technical, computer, network or human error that may occur in the administration of the Contest, the acceptance of Nominations or votes, the selection of Finalists and winners, the prizes or otherwise in any Contest-related materials; (f) are not responsible for any unauthorized third party use of any Nominations, Ballots, or Comments; (g) are not responsible for the inability to select Finalists or winners because of equipment failure or data storage failure; and (h) are released from all alleged, existing, or future actions, claims, and/or liabilities of whatever nature including, but not limited to, personal injury, bodily injury (including, without limitation, wrongful death and disability), property damage, and expense (including, without limitation, reasonable attorneys' fees) and loss or damage of any other kind, arising in whole or in part directly or indirectly, from participating in the Contest (in whole or in part) and the use (including modification, adaptation, and reproduction) of Comments during or after the Contest.