

WISN & wisn.com
12 Days of Giveaways 2021 Sweepstakes
Official Rules

THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, FACEBOOK. YOU ARE PROVIDING YOUR INFORMATION TO THE SPONSORS LISTED BELOW AND NOT TO FACEBOOK. ANY QUESTIONS, COMMENTS OR COMPLAINTS REGARDING THE PROMOTION SHOULD BE DIRECTED TO THE SPONSORS, NOT FACEBOOK, AND YOU AGREE TO RELEASE FACEBOOK FROM ANY LIABILITY IN CONNECTION WITH THIS PROMOTION.

- 1. GENERAL:** No purchase necessary. MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. Void where prohibited or restricted by law. This Sweepstakes is subject to all applicable federal, state, and local regulations. The “12 Days of Giveaways 2021 Sweepstakes” (“Sweepstakes”) is sponsored by WISN and the Sponsors listed in Section 11 below (“Sponsors”).

The Sweepstakes Period will be divided into twelve (12) days. Sweepstakes Period dates (each a “Sweepstakes Day”) are:

| <u>Day</u> | <u>Date</u> | <u>Ends</u> |
|------------|--------------------------------------|-------------------------------------|
| <u>1</u> | 12:00:01 AM EST on December 6, 2021 | 11:59:59PM EST on December 6, 2021 |
| <u>2</u> | 12:00:01 AM EST on December 7, 2021 | 11:59:59PM EST on December 7, 2021 |
| <u>3</u> | 12:00:01 AM EST on December 8, 2021 | 11:59:59PM EST on December 8, 2021 |
| <u>4</u> | 12:00:01 AM EST on December 9, 2021 | 11:59:59PM EST on December 9, 2021 |
| <u>5</u> | 12:00:01 AM EST on December 10, 2021 | 11:59:59PM EST on December 10, 2021 |
| <u>6</u> | 12:00:01 AM EST on December 11, 2021 | 11:59:59PM EST on December 11, 2021 |
| <u>7</u> | 12:00:01 AM EST on December 12, 2021 | 11:59:59PM EST on December 12, 2021 |
| <u>8</u> | 12:00:01 AM EST on December 13, 2021 | 11:59:59PM EST on December 13, 2021 |
| <u>9</u> | 12:00:01 AM EST on December 14, 2021 | 11:59:59PM EST on December 14, 2021 |
| <u>10</u> | 12:00:01 AM EST on December 15, 2021 | 11:59:59PM EST on December 15, 2021 |
| <u>11</u> | 12:00:01 AM EST on December 16, 2021 | 11:59:59PM EST on December 16, 2021 |
| <u>12</u> | 12:00:01 AM EST on December 17, 2021 | 11:59:59PM EST on December 17, 2021 |

- 2. PRIZES AND ODDS OF WINNING:** One (1) winner will be randomly selected on or soon after the conclusion of each Sweepstakes Day, from all entries received that Sweepstakes Day during the Sweepstakes Period, except where noted.

| <u>Day</u> | <u>Prize</u> | <u>Approximate Retail Value (“ARV”)</u> |
|------------|--|--|
| <u>1</u> | Four (4) tickets to Beyond Van Gogh at the Wisconsin Center. Valid through 1/9/22. | \$212.00 |
| <u>2</u> | One (1) \$199 full car detailing certificate (inside and out) good at any Gordie Bouche location. Valid through 12/31/22. | \$199.00 |
| <u>3</u> | One (1) \$250 gift card to Stein’s Garden and Home | \$250.00 |

| | | |
|----|---|----------|
| 4 | One (1) \$199 full car detailing certificate (inside and out) good at any Gordie Bouche location. Valid through 12/31/22. | \$199.00 |
| 5 | Ten (10)-pack of Christmas Ornaments from Milwaukee Downtown | \$244.50 |
| 6 | Six (6) general admission tickets to the Wisconsin State Fair good for any one (1) day, 6-pack of cream puffs, fifty (50) SpinCity Ride and game tickets, Bargain Book. Valid 8/4/22-8/14/22. | \$180.00 |
| 7 | Anastasia 37 Necklace Diamond White | \$595.00 |
| 8 | One (1) \$100 visa gift card | \$100.00 |
| 9 | One (1) \$500 visa gift card | \$500.00 |
| 10 | One (1) \$250 gift card to Stein's Garden and Home | \$250.00 |
| 11 | One (1) \$199 full car detailing certificate (inside and out) good at any Gordie Bouche location. Valid through 12/31/22. | \$199.00 |
| 12 | Four (4) pack of tickets + four (4) magic passes to the 6:00pm Harlem Globetrotters game on Dec 31, 2021 at Fiserv Forum. | \$300.00 |

ALL GIFT CARDS LISTED ABOVE ARE VAILID IN PERPETUITY AND DO NOT EXPIRE UNLESS OTHERWISE NOTED. All Prize details will be determined by Sponsors in their sole discretion. If a Prize element is not available for any reason, as determined by Sponsors in their sole discretion, the remaining elements of Prize shall be awarded and shall constitute full satisfaction of Sponsors' Prize obligation to winner(s) and no additional compensation will be awarded. Additional restrictions may apply. Sponsors reserve the right to substitute a similar prize (or Prize element) of comparable or greater value for any reason at their sole discretion. All taxes and other unspecified expenses, costs, or fees associated with the acceptance and/or use of Prize are the sole responsibility of winner(s). Prize(s) cannot be transferred (except where noted) by winner(s) or redeemed for cash and are valid only for the items detailed above, with no substitution of Prize(s) by winner. For Day 12 prize, in the event the game is canceled or postponed for any reason, Sponsor shall have no further prize obligation to Winner.

An inherent risk of exposure to COVID-19 exists in any public place where people are present. According to the U.S. Centers for Disease Control and Prevention, senior citizens and guests with underlying medical conditions are especially vulnerable. By accepting and using any of the public-facing event or detailing Prizes, Winner (and, in some cases, their guests) voluntarily assume all risks related to exposure to COVID-19.

Winner(s) will be contacted by phone or email by a WISN employee or agent of Sponsor(s). Winner(s) will be subject to verification and must provide valid government-issued id and complete all prize paperwork within three (3) days of notification by Sponsor.

Winner(s) for each Sweepstakes Day will be chosen in a random drawing from all eligible entries received by Sponsor on that Sweepstakes Day. Odds of winning depend on the total number of eligible entries received that Sweepstakes Day.

- 3. ELIGIBILITY:** Sweepstakes is offered only to legal U.S. residents who are 18 years of age or older at the time of entry. Sweepstakes is offered only to Wisconsin residents who reside within the Milwaukee Designated Market Area (“DMA”) as determined by Nielsen Media Research Services. Winners of a contest or sweepstakes hosted or sponsored by WISN or its affiliates within the past calendar year are not eligible. Current and former employees of WISN, Hearst Television Inc., Hearst Stations Inc., the Hearst Corporation and current employees of WooBox, Mixpo, the Sponsors listed in Section 11 of these Rules, and each of their respective parents, subsidiaries, affiliates, franchisees, licensees, directors, owners, employees and agents, their parent, subsidiary, and affiliated companies, and their advertising or promotional agencies (collectively, the “Sweepstakes Entities”), and the immediate families or members of the same households of such individuals are not eligible. The term “immediate families” refers to spouses, parents, children, siblings, grandparents, and grandchildren. No groups, clubs, or organizations may participate in this Sweepstakes or reproduce or distribute any portion of these Rules to their members. Proof of age, identity, and eligibility must be furnished to Sponsors upon request. All entry form information must be complete and accurate. Sponsors will not award a prize to anyone not meeting eligibility requirements at the time of entry. Winners of a WISN promotion within a year from the entry date are not eligible. Sponsors reserve the right to disqualify any entrant if these Sweepstakes Rules are not followed. By entering, you agree to comply with all applicable law and these Sweepstakes Rules, and you agree to abide by all decisions of the Sponsors. Internet access is necessary in order to enter. Void where prohibited.

- 4. HOW TO ENTER:** Viewers may enter by going to <https://www.facebook.com/wisn12>, clicking on the Twelve Days Sweepstakes entry page link and following the instructions to access, complete, and submit an electronic entry during the entry period.

Viewers may also go to <https://www.wisn.com/12daysofgiving2021> to access the Woobox entry form.

In the event of a dispute over the identity of an online entrant, entry will be deemed submitted by the authorized account holder of the email address at time of entry.

All entries for a particular Sweepstakes Day must be received prior to the end of that Sweepstakes Day. Limit one (1) entry per person per Sweepstakes Day during the Sweepstakes Period.

Sponsors may not verify receipt of entries. Entries become property of Sponsors. Incomplete entries are ineligible. Sponsors are not responsible for entries that are lost, late, misdirected, incomplete, incomprehensible, illegible, damaged, undeliverable or delayed. Entries generated by any automated means and detected as such are void. In the event of dispute, electronic and email entries will be deemed to have been submitted by the authorized account holder of the email address at the time of the entry. The authorized account holder is the person to whom the applicable internet service provider or other organization (such as a business or educational institution) has assigned the email address.

- 5. HOW TO WIN:** There will be twelve (12) separate drawings, one for each Sweepstakes Day. One (1) Winner(s) will be randomly selected at the conclusion of each Sweepstakes Day

from all eligible entries received up to and including that Sweepstakes Day and will be contacted by phone or email by an employee or agent of WISN using contact information provided in the entry. Each winner will be offered a Prize. Prizes must be claimed in person during normal business hours between 9:00am and 5:00pm at WISN, 759 N. 19th St., Milwaukee, WI 53233. Prizes must be claimed by December 22nd, 2021. To claim prize, Winner must provide a valid driver's license, state identification card, or other valid government-issued photo identification satisfactory to WISN in its sole discretion. Winner is required to sign and return appropriate forms and/or documentation, including but not limited to an Affidavit of Eligibility, a Liability Release and/or where legally permissible a Publicity Release within three (3) days following the date of first attempted notification. Winner hereby further agrees to sign any documents necessary to transfer copyright of the entry to Sponsor within three (3) days following the date of first attempted notification. Failure to sign and return such forms within the requisite timeframe could result in disqualification. By participating in the Sweepstakes, entrants agree to release Sponsors and each of their respective advertising and promotion agencies and Facebook and their respective parent companies, subsidiaries, affiliates, partners, representative agents, successors, assigns, officers, directors, and employees harmless from any liability, loss, claim, injury or damage caused or claimed to be caused by participation in the Sweepstakes or acceptance or use of the Prize. Entrants also acknowledge that this Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with Facebook.

WISN or the Sponsors are not responsible for incomplete, incomprehensible, illegible, or out-of-service contact information. If Sponsor is unable, after making a reasonable effort, to contact a selected potential winner, that potential winner will be disqualified and a new potential winner will be selected from remaining entries until all qualified Winners are chosen.

6. PUBLICITY RELEASE: Except where prohibited, entry in the Sweepstakes constitutes each entrant's consent to Sweepstakes Entities to use, publish, reproduce and for all purposes, including publicity, promotion and advertising, in any media (including without limitation, the internet, television, radio, or offline promotions), each Winner's name, city, photograph, likeness, biographical material, voice, image, and all submitted materials, each in perpetuity without further compensation, credit or right of review or approval.

7. TERMS AND CONDITIONS; LIMITATION OF LIABILITY: Participants are responsible for complying with all applicable federal, state, and local laws and regulations and with these Official Rules, and by entering, participants agree to be bound to these Official Rules. Any attempt by an entrant or other party to tamper with the proper administration of the Sweepstakes will disqualify the entrant and may result in civil or criminal action against the entrant or other party and may result in the discontinuation, suspension, or cancellation of the Sweepstakes. **WINNERS AND ENTRANTS AGREE, EXCEPT WHERE PROHIBITED BY LAW, TO RELEASE AND DISCHARGE, HOLD HARMLESS AND INDEMNIFY THE SWEEPSTAKES ENTITIES, AND ALL OTHERS ASSOCIATED WITH THE DEVELOPMENT AND EXECUTION OF THIS SWEEPSTAKES, FROM ANY AND ALL TAX LIABILITY THAT MAY BE IMPOSED OR ASSOCIATED WITH RECEIPT OR USE OF THE PRIZES, AND FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, PROCEEDINGS, AND LIABILITY FOR ANY DAMAGES, EXPENSES, FEES, INJURY OR LOSSES (INCLUDING PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) SUSTAINED IN CONNECTION WITH THE RECEIPT, OWNERSHIP, OR USE OF THE PRIZE OR WHILE TRAVELING TO, PREPARING FOR, OR PARTICIPATING IN ANY SWEEPSTAKES-RELATED OR PRIZE-RELATED ACTIVITY.** Sponsors are not responsible for any printing, typographical, mechanical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the Prize. Winner's guest(s), if

applicable, may be required to execute a liability and publicity release prior to the Winner's receipt of the Prize. Sponsors retain the discretion to make all decisions regarding the interpretation and application of these Official Rules. All decisions of Sponsors are final and discretionary. In the event the selected Winner(s) of the Prize are/is ineligible not claimed within a week of notification, or refuse(s) the Prize, the Prize will be forfeited and Sponsors, in their sole discretion, may randomly select an alternate Winner from remaining entries, or may elect not to award such Prize to an alternate Winner, where permitted. For prizes valued at \$600 or greater, Winner must provide his or her Social Security Number for tax purposes. These prizes may be considered income, and any and all taxes associated with Prizes are the responsibility of the Winners.

8. DISCLAIMER/INTERNET: All dates and times are subject to change in the event of human error or technical issues affecting WISN, Sponsors or entry process, or any other condition that warrants, in WISN's sole discretion, a delay, suspension, revision, or termination of the Sweepstakes. If the Sweepstakes is not capable of running as planned for any reason, including infection by computer virus, bugs, tampering, and unauthorized intervention, fraud, human error, technical failures, acts of God, war, terrorism, government regulation, disaster, fire, strikes, civil disorder, or any other causes beyond the control of the Sponsors which corrupt or affect the administration, security, fairness, integrity of the Sweepstakes, the Sponsors reserve the right in their sole discretion to disqualify any individual it believes has tampered with the entry process, and/or cancel, terminate, modify or suspend the Sweepstakes. Sponsors reserve the right to select winners from eligible entries received as of any termination date. Sponsors may prohibit an entrant from participating in the Sweepstakes if it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception or other unfair playing practices or intending to abuse, threaten or harass other entrants. Caution: Any attempt by a participant to deliberately damage any website or undermine the legitimate operation of the Sweepstakes is a violation of criminal and civil laws and should such an attempt be made, Sponsors reserve the right to seek damages from any such participant to the fullest extent of the law. The Sweepstakes Entities: (i) assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries; (ii) are not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or provider, computer equipment, hardware, software, failure of any entry information to be received by the Sponsors on account of technical problems, human error or traffic congestion on the Internet or at any website; or (iii) any combination thereof, including any injury or damage to the participant's or any other person's computer related to or resulting from participation or downloading any materials in this Sweepstakes. SPONSORS MAKE NO WARRANTY, GUARANTEE, OR REPRESENTATION OF ANY KIND CONCERNING ANY PRIZE, AND SPONSORS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS, AND ANY OTHER IMPLIED WARRANTY

9. ARBITRATION/CHOICE OF LAW: EXCEPT WHERE PROHIBITED, ENTRANTS AGREE THAT ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SWEEPSTAKES SHALL BE RESOLVED EXCLUSIVELY BY ARBITRATION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION THEN EFFECTIVE, AND ANY AND ALL CLAIMS, JUDGEMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED BY ENTRANT WITH REGARD TO THIS SWEEPSTAKES, BUT IN NO EVENT ATTORNEYS' FEES, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES. All issues and questions concerning the construction, validity, interpretation and

enforceability of these Official Rules, or the rights and obligations of entrants and sponsors in connection with the Sweepstakes shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than New York. Arbitration in New York County, New York shall be the exclusive forum and venue for any dispute relating to these Rules and for this Sweepstakes. If arbitration is prohibited, then and in such event, the courts of New York in New York County shall be the exclusive forum for any dispute relating to these Official Rules and/or this Sweepstakes. All participants and winners agree, by their participation in the Sweepstakes, to submit to the personal jurisdiction of the courts of New York in New York County. The invalidity or unenforceability of any provision of these Official Rules shall not affect the invalidity or unenforceability of any other provision so long as the general intent of these Official Rules remains in effect. In the event that any such provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

10. OFFICIAL RULES AND LIST OF WINNERS. To receive a copy of these official Sweepstakes Rules, visit www.facebook.com/wisn12, www.wisn.com/12daysofgiving2021, send a request to Contests@WISN.com or mail a request to WISN 759 N. 19th St., Milwaukee, WI 53233 Attn: “Twelve Days of Giveaways 2021 Sweepstakes” Rules. Rules requests must be received by December 17th, 2021. Official Rules supersede all other published editions. Sponsors reserve the right to change, alter, or amend these Sweepstakes Rules as necessary, in their sole discretion, to ensure the fair administration of the Sweepstakes or to comply with applicable law. For a list of the winners’ names, send a request for receipt by January 27th, 2022 to “Twelve Days of Giveaways 2021 Sweepstakes” Winners List at the contact information listed above.

11. SPONSORS:

- WISN-TV, 759 N. 19th St., Milwaukee, WI 53233
- Hunger Task Force, 201 S Hawley Ct, Milwaukee, WI 53214
- West Allis Heating and Cooling, 1827 S 76th St, West Allis, WI 53214
- Gordie Boucher, N88w14300 Main St, Menomonee Falls, WI 53051
- Milwaukee Downtown, 600 E Wells St, Milwaukee, WI 53202
- Hupy & Abraham, 111 E Kilbourn Ave #1100, Milwaukee, WI 53202
- Stein’s Garden and Home, 5400 S 27th St, Milwaukee, WI 53221
- Wisconsin Center District, 555 W Wells St, Milwaukee, WI 53203
- AC Zuckermann, 1340 W Mequon Rd, Mequon, WI 53092
- Wisconsin State Fair, 640 S 84th St, West Allis, WI 53214
- Deer District, 1134 Vel R. Phillips Ave, Milwaukee, WI 53203