

**WLWT-TV and WLWT.com  
Derby 2017**

**Official Rules**

**1. GENERAL:**

No purchase necessary. Making a purchase will not increase your chances of winning. Void where prohibited or restricted by law. All federal, state, and local regulations apply.

**2. ELIGIBILITY:**

**Derby U Local Photo** (“Contest”) is offered only to legal U.S. residents 18 years old or older at the time of entry. One (1) winner per household. One (1) winner per family. Prizes are non-transferable. Contest is offered only to Tri-State residents who reside within the Cincinnati Designated Market Area (“DMA”) as determined by Nielsen Media Research Services. Employees of WLWT and members of their immediate families, Hearst Television, Inc., Lexus, (Together, “Sponsor”), The Hearst Corporation, Internet Broadcasting Systems, and each of their affiliates, representatives, and agents, and their directors and employees (collectively, “Contest Entities”), and the members of the same households of such individuals are not eligible. The term “immediate families” includes spouses, grandparents, parents, siblings, children and grandchildren. No groups, clubs, or organizations may participate in this Contest or reproduce or distribute any portion of these Official Rules to their members. Proof of age, identity, and eligibility must be furnished to Sponsor upon request. All entry form information must be complete and accurate. Sponsor will not award a prize to anyone not meeting eligibility requirements at the time of entry. By entering, you agree to comply with all applicable law and these Official Rules, and you agree to abide by all decisions of the Sponsor. Sponsor reserves the right to disqualify any entrant if these Official Rules are not followed. Internet access is necessary to enter.

**3. HOW TO ENTER:**

By entering, you agree to comply with all applicable law and these Contest Rules, and you agree to abide by all decisions of the Sponsor. The contest entry period begins at 8 a.m. ET on 4/19/2017, and ends at Noon ET on 5/14/2017. All dates and times are subject to change in the event of human error or technical issues affecting the Sponsor, WLWT.com, the entry process, or relevant on-air programming or in the event of breaking news, weather, or live event that merits, in WLWT’s sole discretion, the preemption of the scheduled programming, including the Contest, display of Photo Submissions, announcement of winners, or that is of greater public importance, in the Sponsor’s sole discretion, than the timely or precise execution of the Contest. In the event of any such event, condition, or programming change or preemption, Sponsor reserves the right, in its sole discretion, to delay, reschedule, or omit the presentation of Photo Submissions, winner announcements, and/or other aspects of the Contest on or from the particular day(s) affected.

To enter, viewers go to [www.wlwt.com](http://www.wlwt.com) and access, complete, and submit to Sponsor an electronic entry, which includes uploading a Derby Attire photo ('Photo Submission') as determined by WLWT, to the U local page and the appropriate contest category. Eligible Photo Submissions will be displayed, in Sponsor's sole discretion, on [www.wlwt.com](http://www.wlwt.com). The contestant is the person submitting the Photo Submission; if there are people in the photo, they are not the contestants. To constitute an eligible Photo Submission, the photo submission must meet the following criteria: (1) Photo must be deemed family friendly, in the sole discretion of Sponsor. (2) You may only contribute a photo that you have taken yourself or that you have all rights to transmit and license and which do not violate trademark, copyright, privacy or any other rights of any other person. (3) By entering, you grant permission to and for WLWT to receive and display the photo. (4) You warrant that you have permission from any and all other persons appearing in your photo for you to make the submission and grant the rights described herein. (5) You may not contribute a photo that contains expressions of hate, abuse, offensive images or conduct, obscenity or pornography or any material that could give rise to any civil or criminal liability under applicable law or regulations. (6) You may not upload any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or the [WLWT.com](http://WLWT.com) or any other website. (7) By uploading a photo, (a) you grant to [wlwt.com](http://wlwt.com) and Contest Entities a perpetual, non-exclusive, worldwide, royalty-free license to use, copy, print, display, reproduce, modify, publish, post, transmit and distribute the photo and any material included in such photo on the Internet, on television, and in, on, or through all other media; and (b) you certify that any and all persons pictured in the submitted photograph (and, for the child and any other minors, his/her/their parent/guardian) authorize Contest Entities and [wlwt.com](http://wlwt.com) to use, copy, print, display, reproduce, modify, publish, post, transmit and distribute ('Use') the photo and any material included in such photo on the Internet, on television, and in, on, or through all other media worldwide and in perpetuity; and (c) you agree to indemnify [www.wlwt.com](http://www.wlwt.com) and Contest Entities and their affiliates, directors, officers and employees and hold them harmless from any and all claims and expenses, including attorneys' fees, arising from use of the photo and/or your failure to comply with these rules.

Sponsor will not verify receipt of entries. Entries (including Photo Submissions) become property of Sponsor and will not be returned. Limit one (1) entry per person per day during the contest entry period. Incomplete entries are void. Sponsor is not responsible for entries that are lost, late, misdirected, incomplete, incomprehensible, illegible, damaged, undeliverable or delayed. Photocopied and mechanically generated entries are void. Entries generated by any automated means and detected as such are void. In the event of a dispute, electronic and e-mail entries will be deemed to have been submitted by the authorized account holder of the e-mail 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 e-mail address.

**4. HOW TO WIN:**

Lexus will select one (1) winner on the basis of which submission, in Sponsor's judgment, best represents the viewer's votes. Winner will be selected on or after 5/15/2017. Decisions of the Sponsor are final. Eligible entries must be received by Noon on 5/14/2017. All winners are subject to verification.

**PUBLICITY RELEASE:**

Except where prohibited, entry in the Contest constitutes each entrant's consent 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, each in perpetuity without further compensation, credit or right of review or approval.

**PRIZE:** One (1) winner will receive a \$200 Jeff Ruby's Gift Certificate. All charges, fees, and costs not specifically included in the prize description above, including but not limited to personal incidental items, transportation, taxes, souvenirs, gratuities, and licenses, are the responsibility of the respective Prize Winner(s) and their guests.

No cash redemption or prize substitution allowed by Prize Winner. Sponsor reserves the right to substitute a prize of equal or greater value for any reason in the sole discretion of Sponsor if the Prize or any component thereof is unavailable for any reason. Except as otherwise described in these rules, prizes are non-transferable by Winner. Prize must be claimed by 6/22/2017/2017 from WLWT.

**5. ODDS:**

Odds of winning are based solely on the number of eligible entries received.

**6. 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 Contest 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 Contest. Winners and entrants agree, except where prohibited by law, to release and discharge, hold harmless and indemnify the Contest Entities, and all others associated with the development and execution of this Contest, 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 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 Prize-related activity. Sponsor is not responsible for any printing, typographical, mechanical or other error in the printing of the offer, administration of the Promotion or in the announcement of the Prize. Winner's guest(s), if applicable, must execute a liability and publicity release prior to the Winner's receipt of the Prize. Sponsor retains the discretion to make all decisions regarding the interpretation and application of these Official Rules. All decisions of Sponsor are final and discretionary. In the event the selected Winner(s) of the Prize are/is ineligible or refuse(s) the Prize, the Prize will be forfeited and Sponsor, in its sole discretion, may 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. Prizes may be considered income, and any and all taxes associated with Prizes are the responsibility of the Winner(s).

## **7. DISCLAIMER/INTERNET:**

If for any reason, the Contest is not capable of running as planned for any reason, including infection by computer virus, bugs, tampering, and unauthorized intervention, fraud, technical failures, acts of God, war, terrorism, government regulation, disaster, fire, strikes, civil disorder, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity of the Contest, the Sponsor reserves the right in its discretion to disqualify any individual it believes has tampered with the entry process, and/or cancel, terminate, modify or suspend the Contest. Sponsor reserves the right to select winners from eligible entries received as of the termination date. Sponsor may prohibit an entrant from participating in a Promotion if it determines that said entrant is attempting to undermine the legitimate operation of the Promotion 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 Web site or undermine the legitimate operation of the Promotion is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such participant to the fullest extent of the law. The Contest 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 alternation 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, software, failure of any entry information to be received by the Sponsor 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 Contest. Sponsor makes no warranty, guarantee, or representation of any kind

concerning any prize, and Sponsor specifically disclaims any implied warranty of merchantability, warranty of fitness, and any other implied warranty.

**8. 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 Contest shall be resolved exclusively by arbitration pursuant to the Rules of the American Arbitration Association then effective, and any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred by entrant with regard to this Contest, 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 Contest 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. 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 Contest. All participants and winners agree, by their participation in the Contest, 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.

**9. OFFICIAL RULES AND LIST OF WINNERS:**

To receive a copy of these Official Rules, visit WLWT.com or send a self-addressed stamped envelope to WLWT, 1700 Young Street, Cincinnati, OH 45202. These Official Rules supersede all other published editions. Sponsor reserves the right to change, alter, or amend these Official Rules as necessary, in its sole discretion, to ensure the fair administration of the Contest or to comply with applicable law. For a list of Winners' names, send a self-addressed stamped envelope within 60 days of the drawing to WLWT, Derby Attire U Local Photo Contest List, at the address listed above.

**10. SPONSOR(S):**

WLWT, 1700 Young Street, Cincinnati, Ohio 45202  
PERFORMANCE LEXUS  
4328 Kings Water Dr.  
Cincinnati OH 45249 US