

# **WDSU- TV**

## **14 Days of Christmas from WDSU**

### **Official Rules**

DISCLAIMER: THIS PROMOTION 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. YOUR NAME MAY BE USED ON FACEBOOK TO ANNOUNCE THAT YOU HAVE WON. 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 14 Days of Christmas from WDSU ("Sweepstakes") is sponsored by WDSU and the Sponsors listed in Section 11 below ("Sponsors").

The Sweepstakes Period runs from 11/25/16 to 12/23/16 ("Sweepstakes Period"), and will be divided into fourteen (14) Entry Periods. Entry Period dates (each an "Entry Period") are:

<u>Day</u>	<u>Date</u>	<u>Ends</u>
1	12:00:01 AM EST on November 25, 2016	11:59:59 PM EST on November 26, 2016
2	12:00:01 AM EST on November 27, 2016	11:59:59 PM EST on November 29, 2016
3	12:00:01 AM EST on November 30, 2016	11:59:59 PM EST on December 1, 2016
4	12:00:01 AM EST on December 2, 2016	11:59:59 PM EST on December 3, 2016
5	12:00:01 AM EST on December 4, 2016	11:59:59 PM EST on December 7, 2016
6	12:00:01 AM EST on December 8, 2016	11:59:59 PM EST on December 9, 2016
7	12:00:01 AM EST on December 10, 2016	11:59:59 PM EST on December 11, 2016
8	12:00:01 AM EST on December 12, 2016	11:59:59 PM EST on December 13, 2016
9	12:00:01 AM EST on December 14, 2016	11:59:59 PM EST on December 14, 2016
10	12:00:01 AM EST on December 15, 2016	11:59:59 PM EST on December 15, 2016
11	12:00:01 AM EST on December 16, 2016	11:59:59 PM EST on December 16, 2016
12	12:00:01 AM EST on December 17, 2016	11:59:59 PM EST on December 17, 2016
13	12:00:01 AM EST on December 18, 2016	11:59:59 PM EST on December 21, 2016
14	12:00:01 AM EST on December 22, 2016	11:59:59 PM EST on December 23, 2016

- 2. PRIZES AND ODDS OF WINNING:** One (1) Winner will be randomly selected on or soon after the conclusion of each Entry Period, from all entries received up through that Entry Period during the Sweepstakes Period for a total of fourteen (14) separate prizes. In addition, one (1) Grand Prize Winner will be randomly selected from all eligible entries received during the Sweepstakes Period.

<u>Day</u>	<u>Prize</u>	<u>Approximate Retail Value ("ARV")</u>
1	\$200 Gift Certificate to Dickie Brennan's Tableau Restaurant	\$200
2	One (1) Swell Bottle and One (1) \$125 Gift Card to Iron Horse Clothier	\$160
3	\$200 Gift Certificate to Antoine's Bakery	\$200
4	\$300 Gift Certificate to Bicycle World	\$300
5	One (1) Decorative Cornice	\$150
6	One (1) Pioneer AXT-2869BT 6.2" DVD Bluetooth Receiver/Speaker Bundle AXT 2869 from Mobile One Auto Sound, Inc.	\$350
7	Set of knives from Sportsman's Warehouse	\$247
8	Two (2) Lil Bit Boiling Kid's Play Sets	\$75
9	Two (2) Tickets to the Saints/Tampa Bay Game on December 24, 2016 (ARV: \$400), Two (2) Tickets to the Allstate Sugar Bowl Game on January 1, 2017 (ARV: \$300), Two (2) Dinner Jazz Cruise Tickets on the Paddlewheeler Creole Queen (ARV: \$158), and a Complimentary New Orleans Tours Motorcoach for any event or group on the metropolitan New Orleans area (ARV: \$650) (Expires 6/30/17)	\$1,508
10	Two (2) Monster Jam Helmets, One (1) Plush Monster Jam Truck, and Four (4) Tickets to Monster Jam	\$150
11	Two (2) Lil' Bit Boiling Kid's Play Sets	\$75
12	One (1) Sterling Silver Pearl and Diamond Pendant from Fischer's Jewelry	\$159
13	\$150 Gift Certificate to All Inclusive Health	\$150
14	\$200 Gift Certificate to David Art Center	\$200

One (1) Grand Prize Winner will receive: one (1) \$5,000 Gift Card to Lakeside Mall.

Approximate Retail Value of Grand Prize: \$5,000.

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 by Winner(s) or redeemed for cash and are valid only for the items detailed above, with no substitution of Prize(s) by Winner.

Winner(s) will be contacted by phone or email by a WDSU employee or agent of Sponsor(s). Winner(s) will be subject to verification. Prize(s) are non-transferable by the Winner(s).

Winner(s) for each Entry Period will be chosen in a random drawing from all eligible entries received by Sponsor up through and including that Entry Period. Odds of winning depend on the total number of eligible entries received through that Entry Period. Odds of winning Grand Prize depend on the number of eligible entries received during the entire Sweepstakes Period.

- 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 Louisiana residents who reside within the New Orleans Designated Market Area (“DMA”) as determined by Nielsen Media Research Services. Winners of a contest or sweepstakes hosted or sponsored by WDSU or its affiliates within the past calendar year are not eligible. Current and former employees of WDSU, Hearst Television Inc., Hearst Stations Inc., the Hearst Corporation and current employees of Woobox, the Sponsors listed in Section 11 of these Rules, and each of their respective parents, subsidiaries, affiliates, franchisees, licenses, 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 WDSU 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 [www.WDSU.com](http://www.WDSU.com), [www.facebook.com/wdsutv](http://www.facebook.com/wdsutv), clicking on the 14 Days of Christmas Sweepstakes entry page link and following the instructions to access, complete, and submit an electronic entry during the Entry Period.

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 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 fifteen (15) separate drawings, fourteen (14) for each Entry Period and one (1) Grand Prize drawing for the entire Sweepstakes Period. One (1) winner will be randomly selected at the conclusion of each Entry Period from all eligible entries received through that Entry Period (and one (1) Grand Prize Winner chosen randomly at the end of the

Sweepstakes Period) and will be contacted by phone or email by an employee or agent of WDSU using contact information provided in the entry. Each winner will be offered a Prize. Prize(s) must be claimed in person during normal business hours between 8:00am and 5:00pm at WDSU, 846 Howard Ave. New Orleans, LA 70113. Prize(s) must be claimed by 12/31/16. To claim prize, a winner must provide a valid driver's license, state identification card, or other valid government-issued photo identification satisfactory to WDSU 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 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.

WDSU or the Sponsor(s) 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 WDSU, Sponsors or entry process, or any other condition that warrants, in WDSU'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 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, 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.wdsu.com](http://www.wdsu.com), [www.facebook.com/wdsuty](http://www.facebook.com/wdsuty) or mail a request to WDSU, 846 Howard Ave. New Orleans, LA 70113 Attn: 14 Days of Christmas Rules. Rules requests must be received by 12/31/16. 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 winner(s)' names, send a request for receipt within 60 days of the drawing to: "14 Days of Christmas" Winner's List, at the contact information listed above.

**11. SPONSORS:**

- WDSU-TV**, 846 Howard Avenue, New Orleans, LA 70113;
- Dickie Brennan's Tableau**, 616 St Peter St. New Orleans, LA 70116
- Iron Horse Clothier**, 523 Metairie Rd, Metairie, LA 70005
- Antoine's Bakery**, 3030 Severn Ave., Suite 8, Metairie, LA 70002
- **Bicycle World**, 701 Jefferson Hwy, Jefferson, LA 70121
- Mobile One Auto Sound, Inc.**, 3000 Clearview Parkway, Metairie, LA 70006
- The Bank**, 1824 Felicity St. New Orleans, LA 70113
- Sportsman's Warehouse**, 300 Kensington Blvd. Slidell, LA 70458
- Destination Management**, 4220 Howard Ave. New Orleans, LA 70125
- Monster Jam**, Three Ring Advertising, INC. 2727 Paces Ferry Road SE Building 2, Suite 450 Atlanta, GA 30339
- Lil' Bit**, P.O. Box 8601 Metairie, LA 70011
- Fishers Jewelry**, 1036 Canal St., New Orleans, LA 70112
- All Inclusive Health**, 4121 Magazine St., New Orleans, LA 70115
- David Art Center**, 3020 N Arnoult Rd., Metairie, LA 70002
- **Lakeside Mall**, 3301 Veterans Memorial Blvd., Metairie, LA 70002