

WXII-TV12
Hardee's® Touchdown Takeout Giveaway
Official Rules

1. **GENERAL:** No purchase necessary. MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. Void where prohibited or restricted by law. This Giveaway is governed by all applicable federal, state, and local regulations.
2. **ELIGIBILITY:** The Hardee's® Touchdown Takeout Giveaway ("Giveaway") is offered only to legal U.S. residents who are 18 years old or older at the time of entry. Limit one winner per household. Limit one winner per immediate family. Limit one prize per person. Prizes are non-transferable. Giveaway is offered only to North Carolina residents who reside within the Greensboro-High Point-Winston Salem Designated Market Area ("DMA") as determined by Nielsen Media Research Services. Employees of WXII-TV, WXII Hearst Television Inc., Hearst Properties Inc., Hearst Television Inc., Hardee's Restaurants LLC. (Together, "Sponsor"), The Hearst Corporation, Lakana, and each of their parents, subsidiaries, affiliates, franchises, representatives, and agents, and their officers, directors, and employees (collectively, "Giveaway Entities"), members of their immediate families, 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 Giveaway 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. Sponsor reserves the right to disqualify any entrant if these official rules are not followed. Internet access is necessary in order to enter the Giveaway.
3. **HOW TO ENTER:** 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. There is one entry period, which begins October 9, 2017 at 12:01 am, and ends on January 13, 2018 at 4:00 pm ("Entry Period"). All times in these rules refer to Eastern Time.

To enter, visit www.WXII12.com and follow the instructions to access, complete, and submit your entry form online. To be eligible, an entry must be received during the Entry Period. Limit one (1) entry per person during the Entry Period.

Sponsor may not verify receipt of entries. Entries become property of Sponsor and will not be returned. Sponsor is not responsible for entries that are lost, late, misdirected, incomplete, incomprehensible, illegible, damaged, undeliverable, or delayed. Photocopied and mechanically generated entries that are detected as such are void. Entries generated by any automated means and detected as such are void. In the event of a dispute, electronic entries and other entries requiring the identification of an e-mail address 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. An online entrant must have a valid e-mail address, and it is the entrant's responsibility to update Sponsor of any change in e-mail address.

4. **WINNER SELECTION:** Seventeen (17) Second Prize Winners and One (1) Grand Prize Winner will be selected. The one (1) Grand Prize Winner will be selected at the end of the Giveaway on Monday, January 15, 2018, and announced during the Super Bowl on February 4th, 2018. The seventeen (17) Second Prize Winners will be selected weekly with one (1) winner being will be randomly selected by Sponsor or their agent on each Monday between and including October 16, 2017 and January 1, 2018. Except during the weeks of October 30, November 6, November 13, November 27, December 4 and December 11 where two (2) winners will be drawn. Entries not selected will remain in the entry pool for remaining drawings. Winner will be selected from among all entries submitted by the respective drawing time (or shortly before). Second Prize Winners will be eligible for the Grand Prize, but can only win one (1) Second Prize. The drawing time is scheduled to occur each week on Monday, but the precise time of each respective drawing may vary depending on scheduling conflicts or other circumstances, including human error or technical issues affecting the website, the entry process, or WXII; or the occurrence of breaking news, weather, or live event that merits, in WXII's sole discretion, delay or cancellation of the scheduled drawing, or that is of greater public importance, in the Sponsor's sole discretion, than the timely or precise execution of the Giveaway or respective Giveaway drawing. Any of the above may cause a rescheduling, delay, or cancellation of one or more drawings, in which case Sponsor may elect to conduct the affected drawing(s) on another day or at another time or to conduct multiple drawings during another week of the Giveaway.

Each selected Winner will be notified either by phone, email, and/or mail based on the contact information provided in the entry. Sponsor is not responsible for incomplete, incomprehensible, illegible, or out-of-service contact information. Winner must respond to such notification by contacting the Giveaway coordinator, as described in the notification, within forty-eight (48) hours after the notification is sent by Sponsor, or the winner may be subject to disqualification, in which case the prize will be forfeited, and an alternate winner will be randomly selected from among the remaining eligible entries, time permitting, in Sponsor's sole discretion. Winners may be required to sign and return appropriate forms and/or documentation, including without limitation, any documents necessary to transfer to Sponsor any intellectual property rights (e.g., copyright, trademark, etc.) in the entry materials, an affidavit of eligibility, a liability release and/or where legally permissible, a publicity release prior to receipt of prize. Failure to sign and return such forms within the requisite timeframe may result in disqualification of the Winner and forfeiture of the prize.

5. **PUBLICITY RELEASE:** Except where prohibited, entry in the Giveaway constitutes each entrant's consent for Sponsor to use, publish, reproduce, and distribute for any purpose, including publicity, promotion and advertising, in any media (including without limitation, print, internet, television, radio, and offline), each winner's name, city, photograph, likeness, biographical information, voice, or image, each in perpetuity without further compensation, credit, or right of review or approval.

6. **PRIZES:** A total of eighteen (18) prizes (17 Second Prizes and 1 Grand Prize) will be offered during the Giveaway. Each of the seventeen (17) second prizes consist of two (2) Hardee's® 3-piece Hand-Breaded Chicken Tenders™ coupons, One (1) Hardee's® 1/3 pound Original Thickburger® coupon, and four (4) Hardee's® Made From Scratch Breakfast Biscuits™ coupons.

Total Approximate Retail Value ("ARV") of each Second Prize: \$28.93. (Actual value may vary depending on the retail price of the corresponding items at the time the coupons are redeemed.) Coupon expiration dates and other terms and conditions apply.

The Grand Prize will consist of one (1) 50 inch Vizio 4k Ultra HD TV, one (1) XBOX ONE S Madden 18 Edition and fifty-two (52) coupons each for one (1) Hardee's® Made From Scratch Breakfast Biscuit™ of your choice.

Total ARV of Grand Prize: \$1,087.46

Coupons expire as noted on each and other terms and conditions apply. Coupons may be used only at participating Hardee's® restaurants. Winners should carefully read all coupon information and contact Hardee's Restaurants LLC. for complete information and applicable restrictions, limitations, and policies.

All charges, fees, and costs not specifically included in the prize descriptions above, including but not limited to, personal incidental items, additional menu items, transportation, parking, taxes, gratuities, and licenses, are the responsibility of the respective prize winner and guest(s), if any.

Prize must be picked up at the WXII-TV studio within seven (7) days of Winner notification. If prize is not claimed by 5:30 p.m. on the designated day, it may be forfeited and a new winner will be selected who must respond to the notification within forty-eight (48) hours and claim the prize within seven (7) days of notification. To claim prize, Winner(s) must provide valid government-issued photo identification, acceptable to WXII-TV in its sole discretion. Prize is non-transferable. No cash redemption or prize substitution allowed by prize Winner(s). Sponsor reserves the right to substitute a prize or prize component of equal or greater value in the sole discretion of Sponsor if the prize, or any component thereof, is unavailable for any reason.

7. **ODDS OF WINNING:** Odds of winning depend upon the number of eligible entries received up until the time of each respective drawing.
8. **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 Giveaway 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 Giveaway. WINNERS AND ENTRANTS AGREE, EXCEPT WHERE PROHIBITED BY LAW, TO RELEASE AND DISCHARGE,

HOLD HARMLESS AND INDEMNIFY THE GIVEAWAY ENTITIES, AND ALL OTHERS ASSOCIATED WITH THE DEVELOPMENT AND EXECUTION OF THIS GIVEAWAY, 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 GIVEAWAY-RELATED OR PRIZE-RELATED ACTIVITY. Sponsor are not responsible for any printing, typographical, mechanical, or other error in the printing of the offer, administration of the Giveaway, 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. Sponsor retain 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, or if the selected winner fails to timely claim the prize, the prize will be forfeited and Sponsor, in their sole discretion, may randomly select an alternate winner from remaining entries (time permitting), 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).

9. **FORCE MAJEURE, DISCLAIMER/INTERNET:** If for any reason, the Giveaway 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, or integrity of the Giveaway, the Sponsor reserve the right, in their discretion, to disqualify any individual it believes has tampered with the entry process and/or cancel, terminate, modify, or suspend the Giveaway and to select winner(s) from eligible entries received as of the termination date. Sponsor may prohibit an entrant from participating in the Giveaway if they determine that said entrant is attempting to undermine the legitimate operation of the Giveaway 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 Giveaway is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserve the right to seek damages from any such participant to the fullest extent of the law. The Giveaway Entities (i) assume no responsibility for any error, omission, interruption, deletion, defect, delay in acquisition, operation, or transmission of communications, line failure relating to theft, or destruction or unauthorized access to, or alteration of entries; (ii) are not responsible for any problems relating to, or technical malfunction of, any communications network or lines, computer on-line systems, servers, or communications service provider, computer or other equipment, hardware, software, failure of any entry information to be received by

the Sponsor on account of technical problems, human error, or traffic congestion of any communications system 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 or other device related to, or resulting from, participation or downloading of any materials in this Giveaway. SPONSOR MAKE NO WARRANTY, GUARANTEE, OR REPRESENTATION OF ANY KIND CONCERNING ANY PRIZE, AND SPONSOR SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS, AND ANY OTHER IMPLIED WARRANTY.

10. **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 GIVEAWAY, 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 GIVEAWAY, 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 Sponsor in connection with the Giveaway, 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 official rules and for this Giveaway. 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 Giveaway. All participants and winners agree, by their participation in the Giveaway, 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.
11. **OFFICIAL RULES AND LIST OF WINNERS:** To receive a copy of these official rules, visit www.WXII12.com, or send a self-addressed, stamped envelope for receipt by January 13, 2018, to WXII-TV, Hardee's Touchdown Takeout Giveaway Giveaway Rules, 700 Coliseum Drive, Winston-Salem, NC 27106. These official rules supersede all other published editions. Sponsor reserve the right to change, alter, or amend these official rules as necessary, in their sole discretion, to ensure the fair administration of the Giveaway or to comply with applicable law. For a list of the winners' names, send a self-addressed stamped envelope within sixty (60) days of the last drawing to WXII-TV, Hardee's Touchdown Takeout Giveaway Winner's List, at the address listed above.

12. **SPONSORS:** WXII-TV12, 700 Coliseum Drive, Winston-Salem, NC 27106; Hardee's Restaurants LLC, 6700 Tower Circle, Suite 1000, Franklin, TN 37067.