

WXII12 Digital Media

National Black Theatre Festival Giveaway

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. The "National Black Theatre Festival Giveaway" ("Sweeps") is sponsored by WXII12 TV and National Black Theatre Festival ("Sponsors"). This Sweeps is subject to all applicable federal, state, and local regulations.

The Promotion Period begins July 19, 2017 at 12:01 a.m., and ends at 11:59 p.m. on July 26, 2017 ("Promotion Period"). All times are Eastern Time (EST).

2. **PRIZES AND ODDS OF WINNING:** One (1) Winner will be randomly selected, from all entries received during the Promotion Period. Winner will receive two (2) tickets to one (1) performance at the National Black Theatre Festival July 31 – August 4, 2017 (performance to be selected by the Winner and seating is based on availability at the time of booking) and two (2) tickets to the reception immediately following the performance.

Approximate Retail Value of Prize: \$200.

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 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. Prize cannot be transferred by Winner or redeemed for cash and is valid only for the items detailed above, with no substitution of Prize by Winner. Winners will be contacted by phone or email by a WXII12 employee or agent of Sponsor(s). Winner is subject to verification. Prize is non-transferable by the Winner.

Odds of winning Prize(s) depend on the number of valid entries submitted during the Promotion Period.

3. **ELIGIBILITY:** Sweeps is offered only to legal U.S. residents who are 18 years of age or older at the time of entry. Sweeps 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. Current and former employees of WXII12-TV, Hearst Television Inc., Hearst Stations Inc., National Black Theatre Festival (together, "Sponsors"), and current employees of Hearst Corporation, WooBox, 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 "Sweeps 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 Sweeps 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. Sponsors reserve the right to disqualify any entrant if these Sweeps Rules are not followed. By entering, you agree to comply with all applicable law and these Sweeps Rules, and you agree to abide by all decisions of the Sponsors. Internet access and a valid Facebook account are necessary in order to enter. Void where prohibited.

- 4. HOW TO ENTER:** Viewers may enter by going to <http://www.facebook.com/WXII12news>, clicking on Sweepstakes tab and following the instructions to access, complete, and submit an electronic entry during the Promotion Period. To enter the Sweeps you must have a valid Facebook account. Limit one entry per person.

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. 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:** One (1) Winner will be randomly selected on or soon after July 27, 2017, from all eligible entries and will be contacted by phone or email by an employee or agent of WXII12 TV using contact information provided in the entry. The winner will be offered the Prize.

Potential winners must respond to notification within twelve (12) hours of initial notification, or Prize may be forfeited and a new winner will be randomly selected by Sponsor. 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 four (4) 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 four (4) days following the date of first attempted notification. Failure to sign and return such forms within the requisite timeframe could result in disqualification. Prize must be claimed in person during normal business hours between 8:30am and 5:30pm at WXII12-TV, 700 Coliseum Drive Winston-Salem, NC 27106 by July 31, 2017. To claim prize, a winner must provide a valid driver's license, state identification card, or other valid government-issued photo identification satisfactory to WXII12-TV in its sole discretion. By participating in the Sweeps, 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 Sweeps or acceptance or use of the Prize. Entrants also acknowledge that this Sweeps is in no way sponsored, endorsed, or administered by, or associated with Facebook.

WXII12 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 Sweeps constitutes each entrant's consent to Sweeps 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 Sweeps 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 Sweeps. WINNERS AND ENTRANTS AGREE, EXCEPT WHERE PROHIBITED BY LAW, TO RELEASE AND DISCHARGE, HOLD HARMLESS AND INDEMNIFY THE SWEEPS ENTITIES, AND ALL OTHERS ASSOCIATED WITH THE DEVELOPMENT AND EXECUTION OF THIS SWEEPS, 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 SWEEPS-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 Sweeps 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 WXII12, Sponsors or entry process, or any other condition that warrants, in WXII12's sole discretion, a delay, suspension, revision, or termination of the Sweeps. If the Sweeps 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 Sweeps, 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 Sweeps. 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 Sweeps if it determines that said entrant is attempting to undermine the legitimate operation of the Sweeps 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 Sweeps 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 Sweeps 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 Sweeps. 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 SWEEPS 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 SWEEPS, 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 Sweeps 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 Sweeps. 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 Sweeps. All participants and winners agree, by their participation in the Sweeps, 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 Sweeps Rules, visit www.WXII12.com , www.facebook.com/wxii12news, or send a self-addressed stamped envelope to the WXII12 studios at 700 Coliseum Drive Winston-Salem, NC 27106. 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 Sweeps 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 WXII12, National Black Theatre Festival Giveaway Winner's List, at the address listed above.

11. SPONSORS:

WXII12, 700 Coliseum Drive, Winston-Salem, NC 27106

National Black Theatre Festival, 610 Coliseum Drive, Winston-Salem, NC 27106