

**KOAT and KOAT.com**  
**New Mexico's Cutest Smile**  
**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:**

New Mexico's Cutest Smile ("Sweepstakes") is offered only to legal U.S. residents 18 years old or older at the time of entry. One winner per household. One winner per family. Prizes are non-transferable. Sweepstakes is offered only to New Mexico residents who reside within the New Mexico Designated Market Area ("DMA") as determined by Nielsen Media Research Services. Winners of a contest or sweepstakes hosted or sponsored by KOAT-TV or its affiliates within the past calendar year are not eligible. Employees of KOAT-TV and members of their immediate families, Hearst Television Inc., Delta Dental of New Mexico, NM Department of Oral Health (Together, "Sponsor"), Hearst Corporation, Internet Broadcasting Systems, and each of their affiliates, representatives, and agents, and their directors and employees (collectively, "Sweepstakes 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 Sweepstakes 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:**

The Sweepstakes entry period begins at 12am on Feb. 13, 2017 and ends at 12am on Feb. 26th, 2017 ("Entry Period"). All times in these rules refer to Mountain Time.

To enter, go to KOAT.com and complete an online entry form according to the on-line instructions. All entries must be received during the Entry Period.

Sponsor will not verify receipt of entries. Entries become property of Sponsor and will not be returned. Limit one entry per day. Incomplete and multiple 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 are void. Electronic 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. Online entrants must have valid e-mail address and it is entrant's responsibility to update Sponsor of any change in e-mail address.

#### **4. HOW TO WIN:**

Three (3) winner(s) will be selected as soon as practicable after the Entry Period ends.

Potential winner(s) will be notified either by phone, email, and/or mail, within 30 days of drawing. Winner must respond to such notification, by calling the Sweepstakes coordinator provided in the notification, within forty-eight (48) hours after the notification is sent by Sponsor, or the Winner will 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. Winners may be required to sign and return appropriate forms and/or documentation, including an Affidavit of Eligibility, a Liability Release and/or where legally permissible a Publicity Release within seven (7) days following the date of first attempted notification. Winner hereby further agrees that it will sign any documents necessary to transfer copyright of the entry to Sponsor within seven (7) days following the date of first attempted notification. Failure to sign and return such forms within the requisite timeframe could result in disqualification.

Sponsor is 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.

#### **5. PUBLICITY RELEASE:**

Except where prohibited, entry in the Sweepstakes 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.

#### **6. PRIZES:**

Winner(s) will receive: \$1500, \$1000, or \$500 for 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> place.

Approximate Prize Value: \$1500 maximum

All charges, fees, and costs not specifically included in the prize descriptions 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.

To claim prize, Winner(s) must provide a valid driver's license or state identification card. Prize is non-transferable and must be redeemed within 30 days of the award date. No cash redemption or prize substitution allowed by Prize Winner(s). 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.

**7. ODDS:-**

Odds of winning depend upon the number of eligible entries received during the Entry Period.

**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 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 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 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. Prizes may be considered income, and any and all taxes associated with Prizes are the responsibility of the Winner(s).

**9. DISCLAIMER/INTERNET:**

If for any reason, the Sweepstakes 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 Sweepstakes, 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 Sweepstakes. 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 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, 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 Sweepstakes. 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.

**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 Sweepstakes 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 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. 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 personal jurisdiction 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 KOAT.com or send a self-addressed stamped envelope to KOAT-TV, 3801 Carlisle Blvd NE, Albuquerque, NM, 87107. 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 Sweepstakes 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 KOAT-TV New Mexico Cutest Smile Winner's List, at the address listed above.

**12. SPONSOR(S):**

KOAT-TV, 3801 Carlisle Blvd NE Albuquerque, NM 87107; Delta Dental 2500 Louisiana Blvd NE, Albuquerque, NM 87110; NM Department of Oral Health, 1190 South St. Francis Drive, Santa Fe, NM 87505