

WDSU-TV & WDSU.com
WDSU Knows Weather Umbrella 2018 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. All federal, state, and local regulations apply.

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.

2. ELIGIBILITY:

The WDSU Knows Weather Umbrella 2018 Giveaway ("Giveaway") is offered only to legal U.S. residents who are 18 years old or older at the time of entry. Entry is limited to one per household, one winner per family. Prize is non-transferable. Giveaway is offered only to residents that are located within the Greater New Orleans Designated Market Area (including the following parishes and counties: Orleans, Jefferson, St. Charles, St. Tammany, St. Bernard, St. John the Baptist, St. James, Plaquemines, Lafourche, Terrebonne, Tangipahoa, Washington, Pearl River, MS and Hancock, MS.) as determined by Nielsen Media Research Services. Employees of WDSU Hearst Television Inc., Hearst Properties Inc., Hearst Television Inc., Legacy Buick GMC, The Fields Group (together, "Sponsor"), The Hearst Corporation, Woobox and each of their parents, subsidiaries, affiliates, 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 to enter on behalf of the Giveaway Entities. The term "immediate families" includes spouses, grandparents, parents, siblings, children, and grandchildren. 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 official rules are not followed. Internet access is necessary to enter.

3. HOW TO ENTER:

The Giveaway Entry Period begins on January 1, 2018 and ends at 3pm on December 31, 2018 ("Entry Period"). All times in these rules refer to Central Daylight Time.

To enter, visit WDSU.com or www.facebook.com/wdsutv and follow the instructions to access, complete, and submit your entry form online. To be valid, an entry must be received during the Entry Period.

Sponsors may not verify receipt of entries. Entries become property of Sponsors and will not be returned. Sponsors are 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 Sponsors of any change in e-mail address.

4. HOW TO WIN:

Winning entries will be randomly selected during the Giveaway from all eligible entries received up until each respective drawing. Each selected winner will be announced, one per day, Monday through Friday, 4:00 pm in the WDSU 6 Afternoon News newscast. Daily winners will be announced starting January 1, 2018 thru December 31, 2018. The selected winner will be notified either by phone or email. Winner does not need to watch the announcement to win. Winners may be required to sign and return forms and/or documents required by Sponsors including an Affidavit of Eligibility. NOTE: Winning announcement is subject to preemption for any reason. Sponsor is not responsible for incomplete, incomprehensible, illegible, or out-of-service contact information.

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, marketing, 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:

Each Winner will receive one (1) WDSU Knows Weather Umbrella. Each WDSU Knows Weather Umbrella valued at approximately \$25.

All charges, fees, and costs not specifically included in the prize descriptions above, including but not limited to, personal incidental items, transportation, parking, taxes, gratuities, and licenses, are the responsibility of the respective prize Winner.

Prizes must be picked up by the Winners at either the Legacy Buick GMC location in 293 East Howze Beach Road, Slidell, LA 70461; Phone #985-718-4038 or WDSU location in 846 Howard Avenue, New Orleans, LA 70113, by 4:30 pm, January 15, 2019, or be

forfeit. Prize is non-transferable. No cash redemption or prize substitution allowed by prize winner(s). Sponsors reserve the right to substitute a prize or prize component of equal or greater value in the sole discretion of Sponsors 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 at 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. Sponsors 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. 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 or refuse(s) the prize, or if the selected winner fails to timely claim the prize, the prize will be forfeited and Sponsors, 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. 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 Sponsors which corrupt or affect the administration, security, fairness, or integrity of the Giveaway, the Sponsors 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. Sponsors 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, Sponsors 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 Sponsors 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. 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.

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 Sponsors 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 WDSU.com, www.facebook.com/wdsutv or send a self-addressed, stamped envelope to WDSU-TV, WDSU Knows Weather Umbrella Giveaway 2018 Rules, 846 Howard Avenue, New Orleans, LA 70113. These official rules supersede all other published editions. Sponsors 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 end of the Giveaway to WDSU, ***WDSU Knows Weather Umbrella 2018 Giveaway*** Winner's List, at the address listed above.

12. SPONSORS:

WDSU-TV, 846 Howard Avenue, New Orleans, LA 70113;

Legacy Buick GMC, 293 East Howze Beach Road, Slidell, LA 70461;

The Fields Group, 12540 Airline Highway, Baton Rouge, LA 70817