

The following promotion is intended for viewing in the United States only and shall be governed by and construed in accordance with United States law. DO NOT PROCEED IN THIS SITE IF YOU ARE NOT LOCATED WITHIN THE UNITED STATES and residing in WBNX-TV's viewing area in Northeast Ohio.

*"WBNX / Wipeout: Create & Crash Xbox 360 Game Contest"*

### **OFFICIAL RULES**

1. NO ENTRY FEE, PAYMENT OR PURCHASE NECESSARY TO ENTER.

2. HOW TO ENTER:

To enter the *"WBNX / Wipeout: Create & Crash Xbox 360 Game Contest,"* you must have internet access. Access the WBNX-TV website at [www.wbnx.com](http://www.wbnx.com) and follow all instructions to locate the contest page and complete the online entry form and submit it. All required fields must be completed, and entry forms must be submitted.

Contest Entry Period: begins 8/3/2020 at 12:00am EST and ends 8/23/2020 at 11:59pm EST. Limit one (1) entry per person, per day. The Contest or Sweepstake will begin and end at the times specified by Sponsor. Sponsor's computer is the official time keeping device for all Contests and Sweepstakes.

Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents will void all entries by that entrant. All mass entries, reproductions, duplicate entries and entries without the complete required information will void all entries by that entrant.

3. ELIGIBILITY: Some restrictions may apply. Entrants must be legal residents of the United States and **be at least 18 years of age as of date of entry** and have a valid Social Security number. Proof of age and legal U.S. residency may be required. Entrants must reside in WBNX-TV's Northeast Ohio viewing area. Employees of WBNX, Winston Broadcasting Network Inc., prize sponsors and their parent companies, subsidiaries, affiliates, advertising and promotion agencies and immediate families of each (for these rules immediate family is defined as a parent, child, sibling or spouse) and persons living in the same household of such employees (whether related or not) are not eligible to win. No groups, clubs or organizations may enter or win prizes.

4. DRAWING: Potential winners will be selected from all eligible entries received online during the contest period in a random drawing which will be conducted on or about **8/24/2020** by WBNX. WBNX decisions are final and binding in all respects relating to this contest. Odds of winning depend upon the number of eligible entries received. Contest winners will be determined according to the method specified by Sponsor at Sponsor's sole and exclusive discretion. All claims subject to verification.

Potential winner will be notified in a letter along with the prize and will be mailed via USPS mail within one week of the drawing. If any prize or prize notification is returned as undeliverable, if any winner rejects their prize, or in the event of noncompliance with these Official Rules, such prizes will be forfeited. Upon prize forfeiture, no compensation will be given. Neither WBNX, other sponsors nor prize providers are responsible for and shall not be liable for late, lost, lost in any part, missing, damaged, misdirected mail or prizes or unsuccessful efforts to notify winners.

5. PRIZES: One winner will receive a *Wipeout: Create & Crash Xbox 360 Game*. Approximate Retail Value of prize is \$50.00.

(1) Prizes are non-refundable, non-transferable and subject to availability; (2) WBNX and Sponsor reserves the right without notice to substitute any prize of equal or lesser value in the event of prize unavailability; (3) There are no prize substitutions, transfers or cash equivalents permitted; (4) Prize cannot be replaced if lost or stolen; (5) Costs greater than the prize value are the sole responsibility of the prize winner; (6) In no event will the sponsors be obligated to award more than the stated number of prizes; (7) Neither WBNX, Sponsor nor prize providers are responsible for prizes damaged in delivery or shipping; (8) Prizes are awarded 'as is' with no guarantees or warranties as to use, merchantability, or fitness for a specific purpose, and neither the Sponsor(s) nor prize providers are responsible for defective prizes, damaged, or are prizes that are in non-working order (9) Some restrictions may apply;

WBNX and Sponsor (and prize providers) are not responsible if any prize cannot be awarded or redeemed due to cancellations, closures, delays or interruptions due to acts of God, acts of war, natural disasters, weather, economic failure, force majeure, pandemic, or acts of terrorism or for any other reason beyond control.

Winston Broadcasting Network, Inc. is not responsible for the inability of the winner to accept the prize for any reason.

Sponsor and Sponsor Entities shall not be liable to any winner or any other person for failure to supply a prize or any part thereof, by reason of any acts of God, disease, restrictive governmental laws or regulations, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, natural disasters, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond Sponsor's sole control.

6.CONDITIONS OF PARTICIPATION: Void where prohibited or otherwise restricted by law. By entering or accepting a prize in this Sweepstakes, winner agrees to be bound by these Official Rules, and to comply with all Federal, State, and Local laws and regulations.

All State, Local, Federal and or other taxes, duties, licenses, registrations, tariffs, title fees, licensing fees, or other fees or expenses for prizes awarded in any Contest or Sweepstakes become the sole responsibility of the winners.

All those who win a prize or prizes valued \$600 or more in any given year will be issued an IRS Form 1099 to report their winnings.

By entering, accepting a prize, and/or participating in this contest, entrants and prize winners agree to release and hold harmless the parties listed above, all sponsors, all prize providers and all of the mentioned parties' directors, executives, parent companies, affiliates, subsidiaries, officers, attorneys, employees, and agents from any and all claims arising from the execution of and involvement with the contest including without limitation, personal injury, death, property damage, and claims based on publicity rights, defamation, or invasion of privacy, damage, injury, loss, misfortune or other liability of any kind that may arise from or in connection with his or her acceptance of the prize, possession or use of the prize, or his or her participation in this *"Wipeout: Create & Crash Xbox 360 Game Contest"*, or from injury or damage to any person's computer or property related to or resulting from participating in or experiencing any materials in connection with the promotion, or from any misuse or malfunction of any prize awarded.

Except where prohibited by law, by entering this Sweepstakes, you consent to (i) the use of your name, voice, picture, likeness and biographical data and/or any other information contained in your entry in advertising, promotional and marketing materials by Sponsor and the Sponsor and/or prize provider Entities worldwide in all media now known or hereafter discovered or devised (including, without limitation, Sponsor's and Sponsor Entities' web sites) without additional compensation, notice, approval or review and (ii) the modification, editing, adaptation, electronic alteration, use, assignment and/or disposal of on-line entries however Sponsor sees fit and for any purpose without any notice or compensation to you or any third parties. You acknowledge that if you are chosen as a Prize Winner, certain of your personally identifying information may be disclosed to third parties at least as required by law, including, without limitation, on a Winner's List.

7. SPONSOR INFORMATION: WBNX, 2690 State Road, Cuyahoga Falls, OH 44223.

8. Privacy Statement Regarding the Use of Data Collected Through Contest Entry Forms:

A. The Privacy Statement hereinafter set forth applies to the following parties: WBNX-TV Winston Broadcasting Network, Inc.

B. All parties assert that any data containing personal information about entrants that is collected through this promotion will not be intentionally released to any party other than the

sponsors. "Personal information" means identifying information about an individual collected online, including: 1. A first and last name 2. A home or other physical address, including street name and name of a city or town 3. An email or other online contact information, including but not limited to an instant messaging user identifier, or a screen name that reveals an individual's email address 4. A telephone number 5. A social security number where applicable or necessary 6. A persistent identifier, such as a customer number held in a cookie or a processor serial number, where such identifier is associated with individually identifiable information or a combination of a last name or photograph of the individual with other information such that the combination permits physical or online contacting; or 7. Birthdate and Age 8. Information concerning a child or the parents of a child under 13 that is collected online from the child will be destroyed and be ineligible as an entry.

C. Each party identified in paragraph 8A, herein will receive such personal information concerning the prize winners as is necessary in connection with the awarding of the prizes.

9. Miscellaneous: WBNX reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process and WBNX further reserves the right, in its sole discretion, to cancel, modify or suspend this contest if for any reason the contest is not capable of running as planned, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of WBNX which corrupt, impair or affect the administration, security, fairness, integrity or proper conduct of this contest.

Neither WBNX nor other partners, sponsors, parent companies, directors or employees are responsible for lost, late, mutilated, illegible, unintelligible, altered, duplicated, tampered with, forged, cut, torn, or incomplete entries, nor for those that contain printing, typographical, mechanical or other errors, or for postage due or misdirected mail claims.

Neither WBNX nor other partners, sponsors, parent companies, directors or employees are responsible for incorrect announcements of any kind, any errors resulting in omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry information by WBNX on account of technical problems or traffic congestion on the Internet or at the website or any combination thereof.

In the event of a dispute over the identity of an online entrant, entry will be deemed submitted by the holder of the email account. All entries are the property of WBNX. All entry blanks, forms, devices, and materials gathered during the course of entry, as well

as all information contained on or within, shall become the sole property of Sponsor to be used, disposed of or destroyed in its sole discretion.

Sponsor is not responsible for any incorrect or inaccurate information entered by website users, and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to this station's website. WBNX is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email entry to be received by WBNX due to technical problems or traffic congestion on the Internet or at the website, or any combination thereof, including injury or damage to the entrant's or any other person's computer related to or resulting from entering this contest. CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE PERPETRATOR(S) WILL BE PROSECUTED AND WBNX RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

10. Limit one prize per person and household within a time period of 90 days. A person cannot win if he/she has already won a WBNX-TV contest within the last 90 days; if he/she has won within the last 90 days; an alternate prizewinner will be selected. If an alternate prizewinner cannot be selected (for example, in the case of call & win), the prize(s) will be used by WBNX-TV for future contests or promotions.

11. List of Winners: For a list of prize winners, mail a self-addressed stamped envelope between 8/24/2020 to 11/30/2020: WBNX, Attn: "WBNX / *Wipeout: Create & Crash Xbox 360 Game Contest*" List Request, WBNX, 2690 State Road, Cuyahoga Falls, OH 44223.