Bison Football Tailgate Trivia
OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.

1. PROMOTION DATES

a. The Bison Football Tailgate Trivia (“Promotion”) will begin on Saturday, September 1 at approximately 8:00 am CT and end on Saturday, November 17, 2018 at approximately 1:30pm CT, unless the North Dakota State University Bison football season is extended beyond regular season, in which case the Promotion will end on the date and approximately 1 hour before the kick-off time of the last post-season game. Any season extension, and the kick-off time of any post-season games, will be published on the Bison football website at http://www.gobison.com/index.aspx?path=football&.

b. The deadline for entry is approximately 1 hour before the kick-off time of each Bison football game, as published on the Bison football website at http://www.gobison.com/index.aspx?path=football&.

2. ELIGIBILITY RESTRICTIONS

a. The Promotion is open to all legal residents of the United States and the District of Columbia (except NY and FL) who are 18 years of age or older at the time of entry and who are in attendance at the official Bison Tailgating Area (as defined by North Dakota State University and published on its website at http://gobison.com/sports/2013/4/19/tailgating.aspx?tab=tailgating) on days of Bison home football games. Employees of KVLY (the “Station”), its parent, subsidiary, and affiliated entities, its advertising agencies, participating sponsors/promotional partners, other broadcasting stations that serve the following counties in the state of North Dakota – Towner, Cavalier, Pembina, Benson, Ramsey, Walsh, Nelson, Grand Forks, Eddy, Griggs, Steele, Traill, Stutsman, Barnes, Cass, LaMoure, Ranson, Richland, Dickey, or Sargent – or the following counties in the state of Minnesota – Kittson, Roseau, Lake of the Woods, Marshall, Polk, Pennington, Red Lake, Clear Water, Norman, Mahnomen, Clay, Becker, Wilkin, or OtterTail – and the members of their immediate families (spouse, parents, siblings or children) or households (whether related or not) are ineligible to participate or win. This Promotion is subject to all applicable federal, state, and local laws and regulations. Void outside the United States, in NY and FL, as applicable, and where prohibited

b. A person may only win once.

c. In order to claim the prize, the winner may be asked to show a valid driver’s license or official North Dakota State University student identification card.
d. Entrants are required to provide truthful information and the Station will reject and delete any entry that it discovers to be false or fraudulent. The Station will disqualify any entry from any individual who does not meet the eligibility requirements, and will also delete any entry as required by law.

3. ENTRY

a. To participate in the Promotion, you may enter via the following method(s):

   **IN PERSON:** While tailgating in the official Bison Tailgating Area prior to the start of the Bison Football Pregame Show, a KVLY anchor or reporter will randomly approach 4 participants and ask them each Bison Trivia questions.

b. Participants will be awarded a prize whether they answer the trivia question correctly or incorrectly. Some of the questions that will be asked and their answers will be posted at [www.valleynewslive.com](http://www.valleynewslive.com) under the “contest” tab, although the anchor or reporter may ask questions that are not posted on that website.

4. PRIZES AND ODDS OF WINNING

a. Two (2) gift certificates for the Tru Blu Social Club and two (2) gift certificates for Lucky 13 Pub will be given away during the tailgating session at each home Bison football game. The Station will determine in its sole discretion which type of gift certificate each winner receives. Each certificate has a fifty dollar ($50.00) value and will expire August 30, 2019.

b. Odds of winning depend on number of people tailgating and whether an individual is tailgating within the same portion of the Bison Tailgating Area in which the KVLY anchor or reporter is present at the time the trivia questions are asked.

c. Participants need to be present in the official Bison Tailgating Area, but do not need to watch or listen to KVLY or the Bison Pregame Show to win.

d. There is no substitution, transfer, or cash equivalent for prizes, except that the Station may, at its sole discretion and to the extent permitted by law, substitute prizes of comparable value or cash. The prizes are expressly limited to the item(s) listed above and do not include taxes, gratuities or any other expenses. Any tickets awarded as part of a prize will be subject to the terms and conditions set forth by the issuer and are valid only on the date(s) printed on the tickets. Other restrictions may apply.

5. WINNER SELECTION AND NOTIFICATION

a. Decisions of Station management with respect to the Promotion are final.

b. Participants will be chosen randomly by the KVLY anchor or reporter.
c. Winners will be chosen, participate in Bison Trivia, and be awarded the prize on site during the tailgating period of each home Bison Football game. Winner(s) may be asked to execute and return an affidavit of eligibility and release prior to receiving their prize, and if they decline to do so the winner may be disqualified and the prize forfeited, with an alternate winner(s) chosen by being asked at random to answer a trivia question.

6. CONDITIONS

a. Payments of all federal, state and local taxes are solely the responsibility of the winner(s). Winner(s) will be required to complete and submit an IRS Form W-9 or the equivalent including a winner’s full Social Security Number for receipt of any prize valued at $600 or more or for any prizes awarded by the Station (in combination with any prizes won in Promotions run by any other Gray television station) in a calendar year with an aggregate value of $600 or more. Failure to submit a complete W-9 or equivalent will result in disqualification and forfeiture of the prize.

b. Participating in the Promotion and acceptance of a prize constitutes a winner’s and guest’s (where applicable) permission for the Station or its agents to photograph, film and record each winner, and to use his/her name, address (city and state), likeness, photograph, voice, biographical information and/or any statements made by him/her regarding the Promotion or its sponsors for purposes of trade, publicity or promotion without additional financial or other compensation, and, the Station may, where legal, require a winner (and guest or travel companion, where applicable) to sign a publicity release confirming such consent prior to acceptance of the prize. It is the responsibility of the winner(s) to ensure that their guest(s) or travel companion(s) sign and return to the Station any required release.

c. To the fullest extent permitted by law, by participating in the Promotion, you:

i. agree to grant the Station a non-exclusive, perpetual, worldwide license to edit, telecast, exhibit, rerun, reproduce, use, syndicate, license, print, distribute and otherwise exploit any items (including any photos, videos, audio, or written material) submitted as part of your contest entry (the “Materials”), or any portion thereof, in any manner and in any and all formats and media now known or hereafter devised, without payment to you or any third party;

ii. acknowledge that the Station reserves the right, in its sole discretion, not to use the Materials at all; and

iii. represent and warrant that: you are 18 years of age or older; you have the full legal right, power and authority to grant to the Station the license provided for herein; you own or control the complete exhibition and other rights to the Materials you submitted for the purposes contemplated in this license; you are either the parent (or legal guardian) of any minor featured in the Materials or have received the express
consent of the parent (or legal guardian) for any such minor to appear in the Materials and to enter the minor’s likeness in the Materials in the contest; and neither the Materials nor the exercise of the rights granted herein shall infringe upon or violate the right of privacy or right of publicity of, or constitute a libel or slander against, or violate any common law or any other right of, any person or entity.

d. Prior to awarding any prize or prize certificate, and depending on the nature of the prize and eligibility requirements of the Promotion, the Station in its sole discretion may require verification of Promotion winner’s or winners’ identification by a showing of valid government-issued photo identification.

e. To the fullest extent permitted by law, by participating and/or accepting a prize, entrants, winner(s) and guests (if applicable) agree to release and hold harmless the Station, its sponsor(s) and promotional partner(s), its advertising and promotion agencies, any social media platform utilized in the conduct of the Promotion (including but not limited to Facebook, Inc.) and each of their respective parent, subsidiary and affiliated entities, and the officers, shareholders, directors, employees, agents, representatives, successors, and assigns of each of them (collectively, the “Released Parties”) against any and all claims or liability arising directly or indirectly from the prize or participation in the Promotion. The Station may also require eligible Promotion winner(s) and their guests or travel companions, if any (as well as each of their parent(s) or legal guardian(s), if winner(s), guest(s) or travel companion(s) are under the age of majority in their state of residence), to sign a liability release confirming such consent. It is the responsibility of the winner(s) to ensure that their guest(s) or travel companion(s) sign and return to the Station any required release.

f. The Station, in its sole discretion, reserves the right to disqualify any person (and all of their entries) from this Promotion if he or she tampers with the entry process, the operation of the Promotion, or the operation of the Station’s website, Facebook Page, and/or any other social networking site used in the Promotion, or is otherwise in violation of the rules. The Station further reserves the right, at its sole discretion, to modify, cancel, terminate or suspend the Promotion, or any part of it, if it is not capable of completion as planned or if any fraud, technical failures or any factor beyond the Station’s control, including infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion as determined by the Station in its sole discretion. Any attempt by an entrant or any person to deliberately damage any station website, Facebook Page, and/or any other social networking site used in the Promotion or to undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws. Should such an attempt be made, the Station reserves the right to seek full prosecution and/or damages from any such individual to the fullest extent permitted by law. The Station’s failure to enforce any term of these Official Rules shall not constitute a waiver of this provision. If due to circumstances beyond the control of the Station, any competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, the Station reserves the right, but not
the obligation, to modify, terminate, suspend or cancel the Promotion and shall not be required to award a substitute prize.

g. The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering or the administration of the Promotion, or in the announcement of a prize; (ii) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties, malfunctions, disconnections, other technological failures, telephone service outages, delays, dropped calls, or busy signals, or any other difficulties that may prevent an individual from sending or receiving a text message; or (iii) lost, stolen, mangled, misdirected, postage due, illegible, incomplete, incorrect, or late entries. Due to online streaming delays, online viewers of station programming may have difficulty participating in on-air contests. Further, the Released Parties are not responsible if any part of a Promotion prize that cannot be awarded due to acts of god, acts of war, natural disasters, weather, acts of terrorism or other factors beyond the Station's control.

h. To the fullest extent permitted by law, by participating in the Promotion, you understand and agree that:

   i. the Federal Arbitration Act applies to this agreement, and if the parties are unable to resolve their dispute amicably, it shall be resolved by means of binding arbitration (not in a court of law);

   ii. any and all disputes, claims, and causes of action arising out of or in connection with this Promotion, or any prizes awarded, shall be resolved individually, without resort to any form of class action (even if the rules and procedures of the arbitration tribunal allow class arbitrations);

   iii. any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event and under no circumstances will entrants or winners be permitted to obtain awards for attorneys' fees, and you hereby waive all rights to claim punitive, incidental, or consequential damages, or any other form of damages, other than actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased;

   iv. any claim or dispute regarding the Promotion or these Official Rules will be resolved pursuant to the laws of the State or Commonwealth in which the Station is located, without regard to the conflicts of laws and rules of that State or Commonwealth;

   v. any claim or dispute regarding the Promotion or these Official Rules will be resolved in a tribunal within the State or Commonwealth in which the Station is located, and you submit to the jurisdiction of, and waive all objections to the jurisdiction or venue of, such tribunal; and
vi. if for any reason a claim or dispute regarding the Promotion or these Official Rules proceeds in court rather than through arbitration, there will not be a jury trial.

i. The invalidity or unenforceability of any provision of these Official Rules, including but not limited to the agreement to arbitrate, shall not affect the validity or enforceability of any other provision. If any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained herein.

j. To obtain a copy of the Official Rules or a list of winner(s) following completion of the Promotion (please specify which), send a self-addressed, stamped envelope (VT residents may omit return postage) specifying “Official Rules” or “Winner List” to Bison Football Tailgate Trivia Winner List or Official Rules Request, KVLY, 1350 21st Ave. South, Fargo 58103. A copy of the Official Rules and a list of winner(s) (when complete) are also available during regular business hours at the main studio of KVLY, 1350 21st Ave. South, Fargo 58103. All such requests must be received within thirty (30) days following completion of the Promotion.

7. OFFICIAL RULES, TERMS OF USE AGREEMENT & PRIVACY POLICY

By entering this Promotion, you agree to be bound by these Official Rules and the Station’s Terms of Use Agreement and to the use of your personal information as described in the Privacy Policy located at: http://www.valleynewslive.com/content/news/?article=158511785 (Privacy Policy) and http://www.valleynewslive.com/content/news/?article=158509635 (Terms of Use) or at the main studio of Valley News Live (KVLY/KXJB), 1350 21st Ave. South, Fargo, ND 58103.

Sponsor(s): Tru Blu Social Club: 915 19th Ave. East, West Fargo, ND 58078
Lucky 13 Pub: 4301 17th Ave., South, Fargo, ND 58103
KVLY, 1350 21st Ave. South, Fargo 58103