The Mad Dog & Merrill Grillin’ Giveaway
OFFICIAL RULES

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

TO WIN, INDIVIDUALS MUST BE PRESENT AT SCHEELS HOME & HARDWARE DURING THE PRIZE DRAWING, WHICH WILL BEGIN AT APPROXIMATELY 5:50PM CT ON FRIDAY, SEPTEMBER 21, 2018.

Mad Dog & Merrill, and not KVLY (the “Station”), is solely responsible for selecting the contest winner. Scheels Home and Hardware, and not the Station, is solely responsible for providing entry forms. For purposes of these rules, Mad Dog & Merrill and Scheels Home and Hardware will be collectively referred to as the “Sponsors.”

1. PROMOTION DATES

a. The Mad Dog & Merrill Grillin’ Giveaway (“Promotion”) will begin on Thursday, September 6, 2018 at 9:00am CT and end on Friday, September 21, 2018 at approximately 8:30pm CT.

b. The deadline for entries is 5:45pm CT on Friday, September 21, 2018.

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 live in North Dakota or Minnesota (the “Eligibility Area”). Employees of the Station, its parent, subsidiary, and affiliated entities, its advertising agencies, participating sponsors/promotional partners (including but not limited to the Sponsors), other broadcasting stations in the Eligibility Area, 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. There will only be one (1) winner.

c. Winner must sign a Gray Contest Affidavit & Release and an IRS Form W-9 and show proof of identification before the prize will be awarded.

d. Entrants are required to provide truthful information and the Sponsors will reject and delete any entry that they discover to be false or fraudulent. The Sponsors 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 must visit Scheels Home & Hardware, located at 3202 13th Ave. South, Fargo, ND 58103, and submit an entry form between 9:00am CT on Thursday, September 6th and 5:45pm CT on Friday, September 21, 2018. Entry forms will be available and may be submitted only during Scheels Home & Hardware’s normal business hours, which are currently scheduled to be as follows: (i) Monday-Friday, 8:00am – 9:00pm CT; (ii) Saturday, 8:00am – 6:00pm CT; and (iii) Sunday, 12:00pm – 5:00pm CT. Business hours are subject to change in the sole discretion of Scheels Home & Hardware and updates may be obtained by calling the store at (701) 232-8903.

b. There is no limit to the number of entries a single individual may submit.

4. PRIZES AND ODDS OF WINNING

a. One (1) grand prize with the total approximate retail value of one thousand three hundred and twenty two ($1322.00) dollars will consist of:

(i) One (1) Phoenix Grill with an estimated retail value of nine hundred and fifty ($950.00) dollars.

(ii) Thirty-six (36) bottles of Mad Dog & Merrill BBQ Sauce with an estimated retail value of one hundred eighty dollars ($180.00).

(iii) One (1) NO NAME BUTCHER QUALITY MEATS Prize package, which includes 6 certificates with a total estimated retail value of $150. Each certificate is good for one (1) free box, any variety, of No Name. They offer steaks, salmon, chicken, burgers, meatballs, bacon. The No Name certificates expire 12/31/18.

(iv) Two (2) North Dakota Today aprons. Approximate retail value twenty ($20.00) dollars. Two (2) North Dakota Today coffee mugs. Approximate retail value ten ($10.00) dollars.

(v) One (1) Mad Dog & Merrill Cookbook. Approximate retail value twenty ($20.00) dollars.

(vi) One (1) Mad Dog & Merrill hat. Approximate retail value twelve ($12.00) dollars.

b. ODDS OF WINNING DEPEND UPON THE NUMBER OF ENTRIES RECEIVED.

c. There is no substitution, transfer, or cash equivalent for prizes, except that the Station and/or the Sponsors may, at their 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 the Sponsors and Station management with respect to the Promotion are final.

b. TO WIN, YOU MUST BE PRESENT AT SCHEELS HOME & HARDWARE DURING THE PRIZE DRAWING, WHICH WILL BEGIN AT APPROXIMATELY 5:50PM CT ON FRIDAY, SEPTEMBER 21, 2018.

c. The winner will be drawn randomly shortly after the deadline for entries passes, starting at approximately 5:50pm CT on Friday, September 21, 2018. During the drawing, the onsite Station employee’s cell phone will be the official time-keeping device. After the first name is read, the selected entrant will have one (1) minute to claim the prize before another name will be randomly drawn. Additional names will be randomly drawn at one (1) minute intervals until approximately 8:30pm CT on Friday, September 21, 2018. If no winner whose name is drawn before that time is present, or if the selected winner fails to complete Required Paperwork (as defined in Section 5.d, below) while present, then the Station and the Sponsors, in their sole discretion, may contact winners whose names were drawn between 5:50pm CT and 8:30pm CT on Friday, September 21, 2018, but who were not present when selected, by alternative means (i.e., phone, email) in the order in which their names were originally drawn, or may select alternative winners by random drawing, and may allow the Required Paperwork to be completed at a later date.

d. Winner(s) (or their parents or legal guardians if under the age of majority) must execute and return any required affidavit of eligibility and release, publicity release, guest/traveling companion release, and/or IRS Form W-9 (the “Required Paperwork”) or winner will be disqualified and the prize will be forfeited and an alternate winner(s) may be chosen by random drawing. If a potential winner(s) cannot be contacted, or fails to complete, sign and return any required affidavit of eligibility and release, publicity release, guest/traveling companion release, and/or IRS Form W-9, the potential winner(s) will be disqualified and will forfeit the prize. An entrant who provides a mobile wireless number to the Station in connection with a promotion, including by entering via text message or providing a mobile number for winner notification purposes, is responsible for informing the Station if his or her number is reassigned to another person at any time before the end of the Promotion set forth in Section I.a. of these rules, and for providing an alternative number where he or she may be reached.

e. All prizes or prize certificates must be picked up at Scheels Home and Hardware, 3202 13th Ave. S, Fargo, ND 58103 by the winner or his or her authorized designee.
Individuals picking up prizes will be required to present valid identification. The winner(s) will forfeit any prize or prize certificate that is not picked up from this location within ten (10) days of winning. Prizes will not be shipped or delivered by the Station or the Sponsors under any circumstances. The Station and its sponsor(s)/promotional partner(s) (including but not limited to the Sponsors) are not responsible for the safe arrival of a prize or prize certificate at its final destination.

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, televise, 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 and its Sponsors, in their sole discretion, reserve 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 any website, Facebook Page, and/or any other social networking site used in the Promotion, or is otherwise in violation of the rules. The Station and its Sponsors further reserve the right, at their 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 control of the Station or its Sponsors, 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 or its Sponsors in their sole discretion. Any attempt by an entrant or any person to deliberately damage any 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 and its Sponsors reserve the right to seek full prosecution and/or damages from any such individual to the fullest extent permitted by law. The 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 or its Sponsors, any competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, the Station or its Sponsors reserve 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 control of the Station or its Sponsors.

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 The Mad Dog & Merrill Grillin’ Giveaway Winner List or Official Rules Request, KVLY 1350 21st, Ave. South Fargo, ND 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, ND 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/global/story.asp?s=13612100 (Privacy Policy) and http://www.valleynewslive.com/global/story.asp?s=13612098 (Terms of Use) or at the main studio of Valley News Live (KVLY/KXJB), 1350 21st Ave South, Fargo, ND 58103.

Sponsor(s):
KVLY, 1350 21st, Ave. South Fargo, ND 58103
Lashbro LLC, 1876 Commerce Drive, De Pere, WI 54115
Scheels Home & Hardware, 3202 13th Ave. S, Fargo, ND 58103