

NORTH DAKOTA TODAY SUBWAY 2-A-DAY GIVEAWAY
OFFICIAL RULES

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

This local contest is presented and administered by **North Dakota Today**.

1. PROMOTION DATES

a. The NORTH DAKOTA TODAY SUBWAY 2-A-DAY GIVEAWAY (“Promotion”) will begin on April 24, 2017, 4:00am CT and end on May 31, 2017, 10:00am CT

b. The deadline for entries is 10:00am CT May 30, 2017.

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 one of the following counties in the state of North Dakota: Towner, Cavalier, Pembina, Benson, Ramsey, Walsh, Nelson, Grand Forks, Eddy, Griggs, Steele, Trail, Stutsman, Barnes, Cass, LaMoure, Ranson, Richland, Dickey, or Sargent. Also the following counties in the state of Minnesota: Kittson, Roseau, Lake of the Woods, Marshall, Polk, Pennington, Red lake, ClearWater, Norman, Mahnomen, Clay, Becker, Wilkin, or OtterTail. Employees of Valley News Live (the “Station”), its parent, subsidiary, and affiliated entities, its advertising agencies, participating sponsors/promotional partners, other broadcasting stations in the Fargo-Grand Forks metropolitan areas 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. Only one winner per household is permitted in any Station-conducted contest/sweepstakes.

c. 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):

VIA INTERNET – entry form is located at ndtoday.tv. Entry forms must be completed by 10:00am CT May 28, 2015. Follow the links and instructions to enter and submit your first name and last name, complete address, city, state, zip code, telephone number, date of birth, and a valid email address in the online entry form. Internet entries will be deemed made by the authorized account holder of the email address submitted at the time of entry. The authorized account holder is the natural person who is assigned to the email address by an internet access provider, online service provider or other organization that is responsible for assigning the email address or the domain associated with the submitted email address. Multiple entrants are not permitted to share the same email address. Entries submitted will not be acknowledged or returned. Use of any device to automate entry is prohibited. Proof of submission of an entry shall not be deemed proof of receipt by Station. The contest/sweepstakes administrator's computer is the official time-keeping device for the Promotion.

This Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook. By submission of an entry, an entrant releases Facebook from any responsibility or liability for the Promotion's administration, prizes or promotion. You are providing entry information to the Station and not to Facebook.

- c. Only one internet entry per person and per email address per day is permitted. For purpose of this Promotion, a "Day" shall begin at 12:00:00 a.m. CT and shall end at 11:59:59 p.m. CT

4. PRIZES AND ODDS OF WINNING

- a. sixty-two (62) winners will received two (2) Subway certificates. Each certificate is good for one (1) six (6) inch Subway sandwich, approximate total value of each prize is ten dollars (\$10).
- b. ODDS OF WINNING DEPEND UPON THE NUMBER OF ENTRIES RECEIVED
- c. Winners are selected by random, no tie-breaker would be needed.
- d. You do not have to watch North Dakota Today to win.
- e. 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. Other restrictions may apply.

5. WINNER SELECTION AND NOTIFICATION

- a. Decisions of Station management with respect to the Promotion are final.
- b. The first fourteen (14) winners will be selected by random at approximately 10:00am CT on April 28, 2015. TWO (2) winners will be selected by random at approximately 10:00am daily May 5 – May 30, 2017. Saturday and Sunday winners will be drawn on Thursdays during the promotional period, announced on Fridays.
- c. 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, and/or guest/traveling companion release within ten (10) days of notification attempt or winner will be disqualified and the prize will be forfeited and an alternate winner(s) may be chosen by North Dakota Today. An attempt to notify winners will happen after their name has aired on North Dakota Today. If a potential winner(s) cannot be contacted, fails to complete, sign and return any required affidavit of eligibility and release, publicity release, and/or guest/traveling companion release within the required time period, or if a prize or prize notification is returned as undeliverable, the potential winner(s) will be disqualified and will forfeit the prize.
- g. Prize or prize certificates will not be mailed to the winner(s) without the winner's or winners' prior consent in which the winner(s) shall agree to assume its risk of loss. The Station, its sponsor(s), or promotional partner(s) are not responsible for the safe arrival of a prize or prize certificate.

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. 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 the 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; and

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. 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, 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.

e. 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 web channel, 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 web channel, 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.

f. 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. 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.

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

i. 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;

ii. 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);

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; and

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 conflict of law principles, and you submit to the jurisdiction of the courts within the same State or Commonwealth and waive all objections to the jurisdiction or venue of such courts.

h. The invalidity or unenforceability of any provision of these rules 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.

i. 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 NORTH DAKOTA TODAY SUBWAY 2-A-DAY GIVEAWAY Winner List or Official Rules Request, KVLV, 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 KVLV, 1350 21st Ave South, Fargo, ND. All such requests must be received within thirty (30) days following completion of the Promotion.

7. TERMS OF USE AGREEMENT & PRIVACY POLICY

a. By entering this Promotion, you agree to the Station's Terms of Use Agreement and to the use of your personal information as described in the Privacy Policy located at: www.ndtoday.tv and www.valleynewslive.com (Terms of Use) and www.ndtoday.tv and www.valleynewslive.com (Privacy Policy) or at the main studio of KVLV, 1350 21st Ave South, Fargo, ND

Sponsor(s): KVLV, 1350 21st Ave South, Fargo, ND