

**KDAF-TV/CW33**

**PRESENTS**

**“Greatest Showman Reimagined CD & Speaker GIVEAWAY”**

**SWEEPSTAKES OFFICIAL RULES**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**SPONSOR**

KDAF-TV/CW33, 8001 John W. Carpenter Freeway, Dallas, Texas 75247.

**SWEEPSTAKES DATES**

The Greatest Showman Reimagined CD & Speaker Giveaway (the “Sweepstakes”) begins at 5:00 a.m. CT on Monday, December 3, 2018 and ends at 11:59 p.m. CT on Sunday, December 9, 2018 (“Sweepstakes Period”). All entries must be submitted and received within the Sweepstakes Period. Any entries not received within the Sweepstakes Period will be disqualified. The computer clock of Sponsor’s webmaster is the official timekeeping device of the Sweepstakes. All decisions made by Sponsor will be final and binding.

**HOW TO ENTER**

**Enter online:** Go to [www.cw33.com/contests](http://www.cw33.com/contests), and complete and submit the online entry form. You must provide all information requested on the entry form, including your name, age, address and telephone number. You must also have a valid email account in order for your entry to be eligible. Incomplete entries will be disqualified. If there is a dispute regarding the identity of an online entrant, the holder of the email account will be deemed the person who submitted the entry.

**Conditions applicable to all entries:**

Sponsor reserves the right in its sole discretion to disqualify any entry at any time that in Sponsor’s opinion does not comply with these Official Rules. Copies or other mechanical reproductions, facsimiles, entries containing technical or electronic reproductions, entries containing attached files are not eligible and will be rejected. Received entries become the exclusive property of Sponsor and will not be returned or acknowledged. Limit one entry per person. Multiple entries from the same person or email address will be disqualified if discovered by Sponsor. Sponsor is not responsible for entries that are lost, late, misaddressed or misdirected due to technical or computer failures, errors or data loss of any kind, lost or unavailable internet connections, or failed incomplete, garbled or deleted computer or networks transmissions, inability to access the website or online service, unavailability of phone lines or connections, cellular phone service, or any other technical error or malfunction.

## **ELIGIBILITY**

This Sweepstakes is void where prohibited by law and outside the Sweepstakes area listed below. This Sweepstakes is open only to legal U.S. residents who reside within the Dallas/Fort Worth DMA, who are age 18 or older as of December 3, 2018, and who have not won any other prize from KDAF-TV/CW33 within the 60 days prior to the beginning of the Sweepstakes Period. Employees of Sponsor and of other media companies (including radio and television stations), and of their respective parent corporations, subsidiaries, or affiliates, and of the advertising or promotional agencies and other third parties providing services in connection with the Sweepstakes, and such employees' immediate family or household members are not eligible to enter or win the Sweepstakes. The term "immediate family" includes spouses, siblings, parents, children, grandparents and grandchildren and their respective spouses.

## **WINNER SELECTION AND VERIFICATION**

One Grand Prize winner and nine Runner-Up winners will be chosen by random drawing from all eligible entries. The Grand Prize winner chosen on Monday, December 10, 2018 will win the Grand prize ("Grand Prize"). The Runner-up Prize winners chosen on Monday, December 10, 2018 will win the Runner-up prize ("Runner-up Prize").

Sponsor will attempt to notify the winner that he or she has been selected as a winner by telephone or by email.

The odds of winning depend on the number of eligible entries received. If the selected winner is not eligible, declines the prize, does not provide required identification or sign and return required documents by the deadlines established by Sponsor, or does not respond within 24 hours of the initial notification attempt (including failure to return a phone call from Sponsor), the prize will be forfeited and may be awarded to an alternate winner randomly selected by Sponsor from all remaining eligible entries for that drawing (time permitting).

## **PRIZE**

The Grand Prize is one "The Greatest Showman Reimagined" CD and one high-end speaker from Paradigm.

Approximate Retail Value ("ARV") of the Grand Prize is \$343.

The Runner-up Prize is one "The Greatest Showman Reimagined" CD.

Approximate Retail Value ("ARV") of the Runner-up Prize is \$14.

Sponsor and prize provider will not be responsible for weather, acts of God, acts of terrorism, civil disturbances, strike, work stoppage, or any other natural disaster outside their control that may cause the cancellation or postponement of the Prize, and the terms and conditions of KDAF-TV will govern in such event. Prize tickets subject to terms and conditions thereon. Sponsor will not replace lost, stolen or damaged prize certificates or similar items once they have been given

to winner. All prize details will be at Sponsor's sole discretion. The prize is non-refundable, may not be combined with any other offer, and has no cash value. Prize substitution will not be allowed, except at the sole discretion of Sponsor. Sponsor reserves the right to substitute a prize of equal or greater value for the prize. Any unused prize elements will be forfeited. Any difference between actual value and stated ARV will not be awarded. Prize is awarded "as is" with no warranty or guarantee, either express or implied, by Sponsor.

The winner will be required to present valid identification, and the winner and his or her guest(s) (and parent or legal guardian of guest who is a minor) may be required to sign a Statement of Eligibility and Liability and Publicity Release (the "Release") by the deadline established by Sponsor in order to receive the prize. Winner must pick up prize at KDAF-TV/CW33 studio between the hours of 8 am-12 pm and 1 pm-5pm, Monday through Friday by December 31, 2018. If these requirements are fulfilled, the winner must pick up the prize by the deadline established by Sponsor.

Winner will be required to fill out and return IRS W-9 Form and will receive a Form 1099 from the IRS for prizes received from Sponsor in a calendar year with an aggregate value of \$600 or more. All federal, state, and local taxes associated with the prize, as well as all other costs or expenses involved in obtaining the prize, including but not limited to parking, and incidentals not specifically set forth herein, are the responsibility of the winner.

The prize is not replaceable if lost, stolen, or destroyed, it is not redeemable for cash, and it may not be substituted for another prize, except at the sole discretion of Sponsor, or as provided in these Official Rules.

### **GENERAL CONDITIONS**

If for any reason, this Sweepstakes is not capable of running as planned, including infection by computer virus, tampering, fraud, technical failure, or any other cause that corrupts or threatens the administration, security or integrity of the Sweepstakes, Sponsor reserves the right, in its sole discretion, to terminate or suspend the Sweepstakes or any portion of the Sweepstakes. If Sponsor terminates the Sweepstakes, Sponsor will select winner for the day in progress in a random drawing from among eligible, non-suspect entries received for that day as of the termination and will post notice of its action on the Sweepstakes website and on air during the Show. Sponsor reserves the right to prohibit any entrant from participating in the Sweepstakes if, at its sole discretion, Sponsor finds such entrant to be tampering with the entry process or the operation of the Sweepstakes, or if such entrant shows a disregard for, or attempts to circumvent, these Official Rules, or acts: (a) in a manner Sponsor determines to be not fair or equitable; (b) in an annoying, threatening or harassing manner; or (c) in any other disruptive manner. If a dispute arises regarding compliance with these Official Rules, Sponsor may consider, in its sole discretion, data reasonably available to Sponsor through information technology systems in Sponsor's control, but Sponsor will not be obligated to consider any data or other information collected from any other source.

Neither the failure of Sponsor to insist upon or enforce strict performance of any provision of these Official Rules nor the failure, delay or omission by Sponsor in exercising any right with respect to any term of these Official Rules, will be construed as a waiver or relinquishment to

any extent of Sponsor's right to assert or rely upon any such provision or right in that or any other instance. If there is any conflict between any term of these Official Rules and the entry or marketing materials used in connection with the Sweepstakes, the terms of the Official Rules will govern.

By participating in this Sweepstakes, entrants agree to release and hold harmless Sponsor, prize provider, and all these companies' parent corporations, subsidiaries, and affiliates, and the officers, directors, agents, and employees of all such companies from any and all damages, injuries, claims, causes of action, or losses of any kind resulting from your participation in this Sweepstakes, and/or your acceptance, possession, use, or misuse of the prize and any travel related thereto, including without limitation, personal injury, death, property damage, defamation, infringement of intellectual property rights, and claims based on the rights of publicity and privacy.

By entering the Sweepstakes, entrants agree that: (a) any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or prize awarded, will be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards will be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes but in no event attorneys' fees; and (c) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses. Some jurisdictions do not allow for limitations on the ability to pursue class action remedies, or certain kinds of damages, and so these limitations may not apply to you. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrants and Sponsor in connection with these Sweepstakes will be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules or provisions. Venue for any action concerning the Sweepstakes or these Official Rules will be in the courts located in Dallas County, Texas.

By entering in this Sweepstakes, entrants agree to have their name, photograph, voice, biographical information, and likeness used in any and all media for promotional purposes relating to these Sweepstakes without further compensation or notice, except as prohibited by law.

For a copy of the Official Rules or the names of the winners, send a self-addressed envelope to The Greatest Showman Reimagined CD & Speaker Giveaway, KDFB-TV/CW33, Attn: Creative Services, 8001 John W. Carpenter Freeway, Dallas, Texas 75247, by December 31, 2018. The winners list will be available after the winners have been verified and the prizes have been awarded.

The online portion of this Sweepstakes is subject to the Privacy Policy of KDAF-TV/CW33 as posted on the CW33 website. For more information, see [privacy.tribunemedia.com](http://privacy.tribunemedia.com). The online portion of this Sweepstakes is also subject to the CW33.COM terms of service, available at <http://www.cw33.com/terms-of-service>.