#### **OFFICIAL RULES**

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

#### 1. PROMOTION DATES

Prior to the start of the 2<sup>nd</sup> game scheduled on Friday January 6, 2017 at the WYMT Mountain Classic the contestant will be chosen.

## 2. ELIGIBILITY RESTRICTIONS

a. Employees of WYMT - TV (the "Station"), its parent, subsidiary, and affiliated entities, its advertising agencies, participating sponsors/promotional partners, other broadcasting stations in the Hazard DMA, State(s), or viewing 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. Only one winner per household is permitted in any Station-conducted contest/sweepstakes. Individuals may only win a Station-conducted contest/sweepstakes once every sixty (60) days.

c. Winner(s) will be required to provide valid government-issued photo identification and sign that they have received the prize.

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.

e. Subway ("Sponsor"), and not WYMT, is solely responsible for selecting and/or notifying all winners, providing and awarding all prizes.

#### 3. ENTRY

a. Complete entry form on client table at event. Information required includes your first name and last name, complete postal address (street, city, state, and zip code), email address, telephone number, and date of birth.

#### 4. PRIZES AND ODDS OF WINNING

A. One Individual will win the opportunity to shoot one shot from half court line at the basketball game. If the individual makes the shot into the goal, they will win:

1. \$100 in Subway Gift Cards (provided directly by Subway of Kentucky)

2. \$150 Cash (provided directly by Subway of Kentucky).

B. There is no substitution, transfer, or cash equivalent for prizes, except that the Station may, at its sole discretion, 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 contestant will be selected by random drawing prior to the start of Game 2 on Friday night January 6<sup>th</sup>, 2017.

c. ODDS OF WINNING DEPEND UPON THE NUMBER OF ENTRIES RECEIVED, AS APPLICABLE.

d. The winners will be by random draw. Winner(s) (or their parents or legal guardians if under the age of majority) must execute and return any required affidavit of eligibility and/or liability/publicity release within seven (7) days of notification attempt 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, fails to complete, sign and return the required affidavit of eligibility and liability/publicity release within the required time period, or if a prize or prize notification

e. The winner must be present. The winner will be required to pick up the prize at Mountain Classic Tournament at SUBWAY OF KENTUCKY booth after drawing on Friday, January 6, 2017.

### 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. 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 will 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") harmless against any and all claims or liability arising directly or indirectly from the prize or participation in the Promotion. The Station will 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.

d. 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 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 is sole discretion. Any attempt by an entrant or any person to deliberately damage any station web channel 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.

e. 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.

f. 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 "Subway Contest during 2016 Mountain Classic " Winner List or Official Rules Request, WYMT-TV, 199 Black Gold BLVD, Hazard KY 41701. 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 WYMT-TV, 199 Black Gold BLVD, Hazard KY 41701. All such requests must be received within thirty (30) days following completion of the Promotion.

#### 7. OFFICIAL RULES, 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: http://www.wkyt.com/legalverbiage/headlines/158509635.html.□

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