

OFFICIAL PROMOTION RULES

1. **Promotion Description.** This promotion is sponsored by **KYOU FOX 15, 820 W. 2ND ST., Ottumwa, IA 52501** (“Sponsor(s)”). **The promotion begins at 12:01:01 a.m. on June 10th, 2017 and ends at 11:59:59 pm on June 22nd, 2017. Entries must be received by 11:59:59 p.m. on June 22nd, 2017.** Promotion is subject to local, state, and federal laws, and is void where prohibited. By entering, each entrant accepts and agrees to be bound by these promotion rules. This promotion is no way sponsored by, endorsed by, or associated in any way with **www.facebook.com**.
2. **Eligibility.** **No purchase necessary to enter or win.** This promotion is open only to legal U.S. residents of the following counties in the station’s viewing area: **Wapello County, IA; Jefferson County, IA; Davis County, IA; Van Buren County, IA; Schuyler County, MO; Scotland County, MO; Putnam County, MO; Adair County, MO; Sullivan County, MO; Macon County, MO**, who are 18 years of age or older at the time of entry. Employees and immediate family members of employees of KYOU-TV, the other Sponsor(s), and their respective parent companies, affiliates, subsidiaries, agents, and their advertising and production agencies are not eligible to participate in this promotion. Only one entry per individual will be accepted, and multiple entries will be disqualified. Text and messaging rates may apply.
3. **How to Enter.** There are 2 ways to enter this promotion. Beginning at **12:01:01 a.m. on June 10th, 2017**, individuals can log on to **www.kyoutv.com** and submit a completed **online form or mail a 3x5 notecard with name, phone number, email address, and physical address to “Night of FREE Contest”;** **KYOU-TV Fox 15; 820 W. 2nd St., Ottumwa, IA 52501.** **Entries must be received by 11:59:59 p.m. on June 22nd, 2017 in order to qualify.** All entries become the property of Sponsor(s), and Sponsor(s) reserve(s) the right to use any information submitted by entrants.

Entries must be filled out completely and legibly in order to qualify, and will be void if they are, in whole or in part, incomplete, illegible, damaged, irregular, counterfeit, altered, or obtained through theft or fraud. No mechanically reproduced, software-generated or other automated multiple entries are permitted. Sponsor(s) is/are not responsible for lost, late, illegible, misdirected or mutilated entries, including due to transmission, technical, and/or network failures of any kind, including, without limitation, malfunctioning of any hardware or software (whether originating with sender or Sponsor(s)), telephonic failures, human error, or any other error or malfunction. For online entries, the authorized account holder of the e-mail address submitted at time of entry will be considered the entrant. An “authorized account holder” shall mean the natural person assigned to such e-mail account by the Internet access provider, online service provider, or other organization responsible for assigning e-mail addresses for the domain associated with such e-mail account. A potential winner may be requested to provide proof that he or she is the authorized account holder of the e-mail address associated with a winning entry.

Entrants agree not to upload, post or transmit any materials which contain any computer viruses, Easter eggs, worms, Trojan Horses or other harmful component or programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information. Any attempt to deliberately damage any web site or undermine the operation of the promotion is a violation of criminal and civil laws, and Sponsor(s) reserve(s) the right to seek damages from any person who makes such attempt(s).

Entry materials that have been tampered with or altered are void. Any questions regarding the number of entries submitted by an individual or the authorized account holder of an e-mail address shall be determined by Sponsor(s) in its/their sole discretion, and Sponsor(s) reserve(s) the right to disqualify any entries by persons determined to be tampering with or abusing any aspect of the promotion.

By entering this promotion, entrant agrees that **KYOU-TV** and the other Sponsor(s) of this promotion may provide entrant with promotional materials and that **KYOU-TV** may release entrant's personally identifiable registration information, including but not limited to the entrant's contact information, email address, and all information contained in the entrant's social media profile, to the other Sponsor(s) for that purpose. **KYOU-TV** is not responsible for the use of entrant's personally identifiable information by the other Sponsor(s) or the Social Media Sites (as defined below).

4. Ownership and Publicity Rights. By submitting an entry in any form, entrant represents and warrants that he/she owns the copyrights and moral rights to any and all artistic or commercial works contained in his/her entry, including any images, logos, music, videos, and/or literary or written content (even if such works are in the background). In exchange for the opportunity to participate in this promotion, entrant grants Sponsor(s) the perpetual, royalty-free, worldwide, and irrevocable right, but not the obligation, to use, edit, alter, copy, reproduce, disclose, display, publish, prepare derivative works from, perform, distribute, exhibit, broadcast, stream, embed, or otherwise exploit the entry, in whole or in part, whether in connection with the promotion or not, in any form, media or technology, now known or hereafter developed, including, without limitation, broadcast and cable television, radio, mobile transmission and the Internet, for any purpose whatsoever, including, but not limited to, advertising, promotion, entertainment and commercial purposes, without any payment to, or further authorization by, the entrant. Entrant represents and warrants that he/she has the right to grant all of the rights in this paragraph to the Sponsor(s), and that he/she has secured all third party rights, including but not limited to copyrights, trademark, and privacy rights contained within his/her entry. Entrant represents and warrants that the entry is original and that all factual statements contained in it are true and correct and not exaggerated. If at any time Sponsor(s) receive a request to remove any entry from Sponsor(s) broadcast, website, blog, twitter account, message board, podcast, social media profile, mobile application, or other media claiming entrant's failure to secure or possess any of the rights contained herein, Sponsor(s) reserve(s) the right to remove the submission and eliminate entrant from further consideration in this promotion. If any entry: (1) contains material that is violent, pornographic, obscene, illegal, inappropriate, defamatory, or racially or morally offensive; (2) does not comply with these rules; or (3) does not meet Sponsor(s) standards for any reason whatsoever, Sponsor(s) reserve the right to reject the entry as ineligible for submission. Please see our website's Terms of Service for terms and conditions on content submissions.

5. Social Media. To the extent this promotion is conducted on Facebook, Twitter, Google +, Vine, LinkedIn, YouTube, Tumblr, FourSquare, Instagram, Pinterest, Meetup, or Spotify ("Social Media Site(s)"), or any application associated with the Sponsor(s) on these websites, entrant agrees to abide by the guidelines, policies, or procedures of the application, the Social Media Sites, and these Rules. Sponsor(s) reserve(s) the right to remove any entrant from consideration for failure to abide by the guidelines, policies, or procedures of the application or the Social Media Sites, and to delete any of entrant's related comments, posts, tweets, user generated content, or other electronic messages, communications, or submissions at its/their discretion. Sponsor(s) also reserve the right to block, ignore, and/or completely prevent any entrant, account, user, or profile from accessing the contest and/or the Sponsor(s) profile, account, blog or handle through the application or Social Media Site. Any questions regarding the identity or owner of the entrant's social media profile, URL, twitter handle, blog, username, account, or email address shall be determined by Sponsor(s) in its/their sole discretion. Entrant agrees that Sponsor(s) are not responsible for the collection, disclosure, or dissemination of any personal information, whether directly or indirectly, by the Social Media Sites, third party advertisers, or any other transferees. By submitting an entry, entrant(s) understand(s) that the Social Media Sites and their third party advertisers may electronically collect, disclose, and/or disseminate personal information in their profile, account, or handle, whether publicly available and/or generated by their own activity, tracking cookies, bugs, or otherwise. Please see the Social Media Sites' privacy policies and terms of use for more information. Entrant understands that unless explicitly identified as a Sponsor herein, this promotion is in no way sponsored by, endorsed by, administered by, or associated with the Social Media Sites. Entrants who create multiple social media profiles or accounts in order to increase his/her odds of winning may be disqualified by the Sponsor(s).

6. Prize(s).

Grand Prize (1): VIP 2-day ticket package to the Night of Fire at Eddyville Raceway, a voucher for hotel accommodations (1 standard room, double occupancy for the 2 nights - Fri. June 30& Sat., July 1st, 2017), and \$100 in food vouchers to be used at the track. **The value of the Grand Prize is approx. \$500. Food vouchers will be provided to winner and guest at the track. Winner is responsible for making the hotel accommodations.**

All other trip expenses, including but not limited to meals other than at track and transportation, are the sole responsibility of the Winner and his/her guest. Trip is subject to air/hotel availability. Once trip has been booked, no change, extension or substitution of trip dates is permitted except by Sponsor(s), in its sole discretion. Sponsor(s) will not replace any lost or stolen tickets, travel vouchers or similar items once they are in winner's possession or in the possession of a guest.

No prize may be exchanged for cash, transferred, or assigned by the winner(s). Sponsor(s) reserve the right to substitute a prize, in which case a prize of equal or greater value will be awarded.

7. How the Prizes are Awarded. **A random drawing will be held on or about the 23rd of June, 2017 for the Grand Prize from all eligible entries received by 11:59:59 pm on June 22nd, 2017 central time. Random drawing will be conducted by KYOU FOX 15. Winner will be contacted via phone and/or email**

8. Odds of Winning. The odds of winning depend on the number of eligible entries received.

9. Conditions of Acceptance of Prize. A driver's license, appropriate picture identification, or other proof that entrant is the owner of an account or profile is required to claim a prize. The winner(s) will be required to execute and return an affidavit of eligibility, a publicity release, and a liability release within 15 days of selection notification. Failing compliance with any of these conditions, the winner will forfeit his/her selection and Sponsor(s) shall have the right but not the obligation to select another winner(s) based on the original judging criteria. **A winner must take possession of his or her prize by Thursday, June 29th, 2017 at 5:00pm or the prize will be forfeited.**

Winner(s) will be solely responsible for any and all local, state, and federal taxes, as well as license and registration fees, transportation costs, gratuities and other items of an incidental nature. **KYOU-TV** will report any individual winnings over \$600 (in cash or fair market value of goods or services) in a one year period to the Internal Revenue Service. Winner(s) will receive a Form 1099 from **KYOU-TV** if **KYOU-TV** reports any winnings to the Internal Revenue Service.

Each winner agrees to the use of his or her name and likeness in publicity without any additional compensation, except where prohibited by law. By entering this promotion, each winner acknowledges that **KYOU-TV**, and all other sponsors and venues, have the right to publicize and broadcast each winner's name, voice, likeness, the fact that he or she won, and all matters incidental thereto, including any information that is publicly available on the winner's social media profile or account, or to which the winner gave Sponsor(s) permission to access, either directly or indirectly, through the Social Media Sites or any related application.

10. Limitation on Liability. By entering this promotion, each entrant forever discharges and releases Sponsor(s), its/their parent companies, subsidiaries, affiliates, and their respective directors, officers, employees, and agents from any and all liability, claims, causes of action, suits, and demands of any kind arising from or in connection with the promotion, including, without limitation, defamation, invasion of privacy, misappropriation of likeness, false light, copyright or trademark infringement, responsibility for property damage, loss of life, or personal injury or death resulting from or in connection with participating in the promotion or from or in connection with use or receipt of the prize(s), however caused. By entering this promotion, entrant fully and completely releases the Social Media Sites from any liability associated with or related to participation in this promotion.

11. Sponsor's Reservation of Rights. These official rules are subject to modification by **KYOU-TV**. In the event of a dispute, all decisions made by **KYOU-TV** are final and binding. Sponsor(s) reserve(s) the right, in its/their sole discretion, to disqualify any person who tampers with the entry process or the operation of Sponsor's/Sponsors' web site(s), or who otherwise acts in violation of these official rules. Sponsor(s) further reserve(s) the right, in its/their sole discretion, to cancel, terminate, or modify this promotion if, for any reason, the promotion is not capable of completion as planned (including, but not limited to, for the following reasons: infection by computer virus, technical corruption, force majeure, or non-authorized human intervention that compromises or affects the administration, fairness, integrity, security, or proper conduct of the promotion).

12. List of Winners. For winner disclosure, send a self-addressed stamped envelope to **KYOU FOX 15, 820 W. 2nd St., Ottumwa, IA 52501** or visit the website at **www.kyoutv.com** between **June 29th and July 9th, 2017**