



KRDO NewsChannel 13, Pikes Peak Television, News Press & Gazette Company

GENERAL CONTEST RULES

MATERIAL TERMS

1. Definitions:

A. KRDO means the KRDO NewsChannel 13, Pikes Peak Television, News Press & Gazette Company, its affiliates, subsidiaries, agents or representatives.

B. Contest means the promotion or other event that has been announced and for which a Prize may be awarded.

C. Contestant means any person eligible under these rules who has Entered any Contest

D. Enter or Entry means the act by an eligible person of submitting himself as a Contestant at a particular date and time.

E. Prize means that thing to be received by a Contestant whose entry is selected as the Winner.

F. Winner means that Contestant selected or identified to receive the Contest prize.

G. Rules means these rules or any other rules made by KRDO NewsChannel 13, Pikes Peak Television, News Press & Gazette Company from time to time.

2. These GENERAL CONTEST RULES may be superseded by more detailed rules posted with each contest and listed on each contest platform.

3. Eligibility to Win:

A. The Contest is open to all US residents who either live or work in the KRDO broadcast area as that term is defined by the Arbitron and Nielsen organization (www.arbitron.com or www.nielsen.com).

B. Contestants must be at least eighteen (18) years of age at the time of entry unless otherwise stated in the specific Contest rules or subject to paragraph 2(D)below.

C. Employees and their immediate family members or those living in the same household, of KRDO, ABC or any person or entity connected with the production, administration or judging of the Contest, or any of their respective parent companies, affiliates, subsidiaries, agents or representatives are not eligible. In addition, any persons closely acquainted with any persons connected with the production, administration, sponsorship, hosting or judging of the Contest are not eligible if, in KRDO's sole discretion, the person's

participation could create the appearance of impropriety. Any person employed or living in the same household with an employee from a competitive broadcasting medium is not eligible.

D. Qualified Contestants under the age of 18 must be accompanied by their parent or legal guardian to be a Winner and to receive a Prize Contestants must be at least 21 years of age or older to win a Prize consisting of a trip or overnight accommodations unless otherwise stated in the specific rules, if any, applicable to that Contest.

E. Any contestant who has been deemed to abuse these rules or the supplemental rules can be banned from playing any game, contest or drawing associated with KRDO. In addition if any staff of KRDO is harassed, verbally abused and/or threatened by any contestant they can be banned from all playing.

F. Contestants are disqualified to enter a Contest if:

I. They have previously entered that same Contest unless that specific contest states multiple entries are allowed.

II. They have, or a member of the same household, have won a Prize in another Contest within (30) thirty days prior to the date of entry.

III. An attempt to enter a KRDO Contest during such period of disqualification will be ineffectual and may result in the forfeiture of all Prizes, or the receipt of only the first Prize won and forfeiture of the remaining Prize, in the sole and unfettered discretion of KRDO. Additionally, Contestants who violate this disqualification provision may be declared ineligible for further Contests.

III. An attempt to enter a KRDO Contest during such period of disqualification will be ineffectual and may result in the forfeiture of all Prizes, or the receipt of only the first Prize won and forfeiture of the remaining Prize, in the sole and unfettered discretion of KRDO. Additionally, Contestants who violate this disqualification provision may be declared ineligible for further Contests.

H. A Prize Winner who forfeits that Prize will nevertheless be treated as a Winner for all other purposes under these Rules.

3. Release of Liability:

By entering any Contest, participants agree never to sue and to release, discharge and hold harmless KRDO, ABC, Inc., their subsidiaries, advertising and promotional agencies and Prize suppliers from all claims and damages arising out of Contestant's participation in the Contest.

4. Publicity Release:

A. Contestants consent to the use of their name, city, photograph, and/or likeness by KRDO, ABC and their parent, affiliated and subsidiary companies, or any designee thereof, for advertising and promotional purposes, without additional compensation, except where prohibited by law. All Contestants understand and agree that all publicity in connection with the Contest is under the sole control of KRDO and ABC. Therefore, all Contestants agree to consult with KRDO and ABC regarding any and all publicity (including, but not limited to, television, radio and print interviews) in connection with the Contestants involvement with the Contest and shall not consent to any publicity without prior approval of KRDO and/or ABC. All Federal, state and local laws and regulations apply.

B. All telephone or other conversations between Contestant and KRDO are subject to audio and or video taping and may be used on-air for promotional purposes. Contestant hereby consents to such recordings and agrees that Contestant is aware or may be presumed to be aware, from the circumstances of the conversation, that it is likely to be broadcast pursuant to 74 C.F.R., §73.1206 (1988).

C. From time to time, Contests may require the submission of original work, photographs, art, drawings or other materials. By such submission, Contestant affirms that he has the full and unencumbered right under International, Federal and State law to submit such materials as his own. By submitting such work, a Contestant assigns all rights to the work under International, Federal and State law to KRDO. All Contest entries become the property of KRDO and will not be returned.

5. Eligibility to Receive Prize:

A. All Contest Winners must comply with the following in order to be eligible to receive their respective Prize:

i. A Winner must appear in person with proper identification (valid driver's license, passport, state ID, or military ID together with actual proof of Social Security number) and sign an affidavit and release in the form specified by KRDO. That affidavit and release shall, at a minimum, provide KRDO with the name, current address, date of birth, social security number, proof of citizenship, affirmation of compliance with all applicable rules, publicity release and general release of liability, together with any and all other information as KRDO may from time to time require. Failure to complete such affidavit and release shall constitute a forfeiture of any Prize. In the event of the winner moving it is the responsibility of the winner to provide updated information of address change for tax purposes.

ii. A Winner has fourteen (14) days from notification (the claim period) in which to claim their Prize. Should Contestant fail to timely claim such prize then, in that event, the Prize shall be considered to have been forfeited. KRDO may dispose of any forfeited or unclaimed Prize as it sees fit, in its sole and complete discretion.

iii. Winners must wait 24 hours processing time before claiming a Prize unless circumstances of the Prize (i.e. Prize must be used immediately) dictate otherwise.

iv. Contest Winners will be notified one time only using the method chosen by KRDO and will be considered to have received notification when the Contestant has been left a telephone, voice mail or other message of notification, been sent an email or other mail or delivery notice, or been contacted in person or has otherwise received actual notice. Notices shall be deemed made when transmitted or sent.

v. All Prizes must be claimed at the offices of KRDO located at 399 S.8th Street, Colorado Springs, Colorado between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. These offices are closed on holidays and at 3pm before a holiday. Any claim period that expires other than during these regular business hours shall be automatically extended to expire at the end of the next regular business day following the end of the claim period.

vi. In the event the Contestant cannot appear in person to receive his/her Prize valued at under \$600.00, they may designate a representative to claim the Prize. Written authorization from the Contestant is required by email. Such statement shall identify both the Contestant and the designated representative by name, address, social security number and Driver's license or other photo identification means (passport, state ID, or military ID). In the case of the use of a designated representative, the Contestant shall nevertheless be required to comply with all other terms hereof. Prizes valued at \$600.00 or more must be claimed by the winner, in person.

vii. In most instances, Prizes will be delivered at the time of claim. The expense for delivery of large items is the responsibility of the Contestant. Prizes that are valued under \$25.00, and which can fit in a standard legal size envelope with no additional postage, may be mailed winners shall be responsible for all Risk of loss or damage in mailing. All other Prizes must be claimed in person unless otherwise specified.

6. General Rules:

A. KRDO is not responsible to replace any lost, expired, stolen, or defective Prizes. No warranties either express or implied are made.

B. All Prizes are non-transferable, and void where prohibited by law.

C. In the event that a Prize becomes unavailable, KRDO may substitute another Prize of its own choosing or may terminate the Contest, in its sole and complete discretion.

D. Except as noted above, all Prizes will be given away by KRDO. Odds of winning depend on the number of qualified entries.

E. Any Contest Winner receiving in excess of \$600.00 cash and/or Prize value during any calendar year will receive a MISC. 1099 form for Federal and State tax declaration of Prize. Each Prize awarded has a value assigned to it. That value is set by KRDO in its sole discretion. By entering any contest, Winners agree to and accept such valuation as final. Winners are responsible for all applicable taxes thereon. KRDO will comply with all liens, levies, garnishments, attachments or other lawful order associated with the delivery of any Prize.

F. A Winner cannot exchange or replace the Prize they receive with a different Prize. A Winner cannot exchange the Prize for a cash value. Once a Prize has been claimed, it may not be returned for any reason. Many prizes include an expiration KRDO shall not be responsible to replace any prize that has expired.

G. Additions or deletions to these rules and addendum (if any) are subject to the discretion of KRDO, and may be enacted at any time without notice.

H. By entering any Contest of KRDO, Contestant agrees that the decision of KRDO is final with respect to any interpretation of these rules.

I. Prizes which pertain to an event that occurs on a particular date and time (the event), including but not limited to ticket Prizes for concerts, shows, performances or the like, will be deemed forfeited if not claimed by 4:00 p.m. the day of the commencement of the event, or by 4:00 p.m. on the Friday immediately prior to the event, whichever shall first occur. KRDO is not responsible if the Winner does not claim the prize in the time periods set forth immediately above and will not replace any forfeited Prize. In the event a concert is canceled KRDO is not responsible to replace the prize.

J. In the event of a tie involving Eligible Contestants, the Winner will be drawn at random from the names of those involved.

K. Records of all Contest Winners are available for inspection in the Public File of KRDO.

L. If any provision of these rules shall be found to be unenforceable, all other provisions shall nevertheless remain in full force and effect.

M. Contestants agree to be bound by such additional rules and restrictions as may be placed upon any Prize by the entity providing the same.

7. Official Rules:

A. These official contest rules and all other associated documents are available for review at the KRDO studio during regular business hours Monday through Friday. For a copy of these rules, stop by the KRDO studio during business hours (Monday through Friday, 8:00 a.m. to 12:30p.m. or 1:30p.m. to 5:00 p.m.), or send your request in writing, including a self-addressed, stamped envelope to:

KRDO NewsChannel 13, 399 South 8th Street, Colorado Springs, CO 80905, Attn: IMC

(Allow two to four weeks for a response to your letter)

B. KRDO follows the rules provided by the National Association of Broadcasters, Lotteries and Contests rules. To purchase a copy of those rules contact the National Association of Broadcasters, 1771 N. Street, NW, Washington, DC, 20036-2891 (www.nab.org).

C. KRDO may adopt additional or Supplemental rules pertaining to any Contest.

