OFFICIAL RULES

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

1. PROMOTION DATES

The WYMT Mountain Classic Subway $10 Gift Card (“Promotion”) begins on December 13th, 2019 at 5 PM EST and ends at the conclusion of the last boys’ basketball games scheduled on that date at the WYMT Mountain Classic.

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 the Hazard, KY Designated Market Area (consisting of Bell, Breathitt, Clay, Floyd, Harlan, Johnson, Jackson, Knott, Knox, Laurel, Lee, Leslie, Letcher, Magoffin, Owsley, Perry, Pulaski, Pike, Wolfe, Whitley, Martin (the “Broadcast Viewing Area”). Employees of WYMT - TV (the “Station”), its parent, subsidiary, and affiliated entities, its advertising agencies, participating sponsors/promotional partners, other broadcasting stations in the Broadcast 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.

c. Winner(s) will be required to provide valid government-issued photo identification and sign a form indicating 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.

3. ENTRY

a. IN PERSON ENTRY – Tickets to the WYMT Mountain Classic will be used for entry into the gift card giveaway Promotion. Each attendee of the Friday night Mountain Classic Basketball Games who meet the eligibility criteria will be invited to place half of his or her admission ticket into a tumbler. Throughout the night, when breaks in the ball games allow, winning tickets will be drawn out of the tumbler.
b. Only one entry per person is allowed.

4. PRIZES AND ODDS OF WINNING

a. Prizes consist of 50 gift cards for Subway valued at ten dollars ($10.00) each.

b. Odds of winning depend on the number of qualified entries received.

c. Winners must be present to win.

d. 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. Winners will be selected by random drawing of the tickets placed in the tumbler at the Friday Night Mountain Classic basketball games, and will be notified by having their name/ticket number announced following the drawing. Drawings will be conducted throughout the night when breaks in the basketball games allow. Winners must be present to win.

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/or liability/publicity release prior to receiving their prize 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 or fails to complete, sign and return any required affidavit of eligibility and liability/publicity release within the required time period, the potential winner(s) will be disqualified and will forfeit the prize.

e. Winner(s) will be required to pick up prizes at the SUBWAY OF KENTUCKY booth located at the WYMT Mountain Classic.

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
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 may require verification of Promotion winner’s or winners’ identification by a showing of valid government-issued photo identification.

d. To the fullest extent permitted by law, 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.

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 website, 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 website, 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.

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

i. the Federal Arbitration Act applies to this agreement, and 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);

ii. 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 (even if the rules and procedures of the arbitration tribunal allow class arbitrations);

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;

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 the conflicts of laws and rules of that State or Commonwealth;

v. any claim or dispute regarding the Promotion or these Official Rules will be resolved in a tribunal within the State or Commonwealth in which the Station is located, and you submit
to the jurisdiction of, and waive all objections to the jurisdiction or venue of, such tribunal; and

vi. if for any reason a claim or dispute regarding the Promotion or these Official Rules proceeds in court rather than through arbitration, there will not be a jury trial.

g. The invalidity or unenforceability of any provision of these Official Rules, including but not limited to the agreement to arbitrate, 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.

h. 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 “WYMT Mountain Classic SUBWAY FOOTLONG GIVEAWAY” 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.

Sponsors: SUBWAY OF KENTUCKY; WYMT-TV 199 Black Gold BLVD, Hazard KY 41701.

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