

# **CW18 Deal or No Deal \$1,000 Gas Giveaway Sweepstakes**

## **OFFICIAL RULES**

NO PURCHASE NECESSARY

VOID WHERE PROHIBITED. VOID OUTSIDE OF ORLANDO-DAYTONA BEACH-  
MELBOURNE DESIGNATED MARKET AREA

1. **How to enter and how to win:** The CW18 Deal or No Deal \$1,000 Gas giveaway Sweepstakes (“Sweepstakes”), begins September 8, 2008, at 6:00 p.m. ET and ends on September 12, 2008 at 7:00 p.m. ET (“Sweepstakes Period”). For purposes of this Sweepstakes, all times refer to eastern time (“ET”). To participate, watch Deal or No Deal (the “Show”) on WKCF/CW18 Monday through Friday from September 8, 2008, through September 12, 2008. Two episodes of the Show are scheduled to air each night of the Sweepstakes Period between 6 p.m. and 7 p.m. During one of the episodes each night of the Sweepstakes Period, a brief announcement will air revealing a “Numbered Case” of the day (“Number”). To participate, viewers call the CW18 Sweepstakes Line at 800-242-9374 (or other phone number promoted on air for this purpose). Sweepstakes Line will close 15 minutes after the “Number” is displayed on screen. WKCF is not responsible for any charges or fees relating to telephone calls. WKCF will not accept collect calls on the Sweepstakes Line. The participant making the 18<sup>th</sup> call received on the Sweepstakes Line will have an opportunity to identify the “Number.” If that caller correctly identifies the Number, that caller will be a winner, subject to verification. If that caller does not correctly identify the Number or if that caller provides information during the call that subjects the caller to disqualification or demonstrates ineligibility, WKCF will continue taking calls on the Sweepstakes Line until a caller correctly identifies the Number and provides sufficient information on the phone to demonstrate eligibility (subject to later verification). In the event that WKCF receives fewer than 18 calls within the 15-minute window in which the Sweepstakes Line is open, there will be no prize awarded on that day. Winners must correctly identify the “Number” of the day, and provide their first and last name, complete address (including zip code), telephone number (including area code), date of birth, and email address. Limit one prize per household and one prize per person for the duration of the Sweepstakes Period. All dates and times are subject to change in the event of technical issues affecting the Show or entry process, or in the event of breaking news or national or local emergency or condition that is of greater public importance, in Sponsors’ sole discretion, than the timely execution of the Sweepstakes or timely display of the graphic.

Sponsors may not verify receipt of entries. Entries become property of Sponsors and will not be returned. Incomplete entries are void. Sponsors are not responsible for entries that are lost, late, misdirected, incomplete, incomprehensible, illegible, damaged, undeliverable or delayed. Entries generated by any automated means that are detected as such are void.

2. **Eligibility:** This Sweepstakes is only open to legal U.S. residents who are physically located and residing within counties located within the Orlando-Daytona Beach-Melbourne Designated Market Area as defined by Nielsen Media Research and who are 18 years of age or older as of the date of entry. Employees of NBC Universal, Inc., WKCF, WESH, Orlando Hearst-Argyle Television, Inc., those involved in the development, production (including prize

suppliers), implementation and distribution of this Sweepstakes, their advertising or promotion agencies, parent companies, agents, officers, directors, subsidiaries or affiliates, participating stations, service providers, any other persons or entities directly associated with this Sweepstakes (collectively "Sweepstakes Entities"), members of their immediate families (parents, children, siblings, spouses), and/or persons living in the same households as such persons (whether related or not) are ineligible to participate in the Sweepstakes.

4. **Prize/Odds of Winning:** A maximum of five (5) prizes will be offered. Each prize is a \$1,000 gift card at a participating gas company. Prize is non-transferable and no substitution is allowed, except by the Sponsors, in their sole discretion. In the event a prize (or any prize component) is not available for any reason, Sponsors may substitute a prize (or prize component) of equal or greater value. Sponsors and their agencies assume no responsibility or liability for damages, losses, or injury, including death, resulting from acceptance or use of prize or participation in any Sweepstakes-related or prize-related activity. All taxes related to prize, including income taxes, are the responsibility of the individual winner. Any depiction of prize is for illustrative purposes only. Odds of winning depend on the number of participants and the ability of callers to correctly identify the "Number." As a condition of winner's acceptance of the prize, Sweepstakes Entities, their parent, related, affiliated and subsidiary companies and their respective officers, directors agents, employees and assigns shall be released and discharged from any and all legal claims, losses, injuries, demands, damages, actions, and/or causes of actions that arise out of and/or in any way related to the prize, the receipt, use and/or enjoyment of the prize and/or the Sweepstakes.

5. **Claiming Prize:** Winners will be required to complete an Affidavit of Eligibility and Liability and Publicity Release when claiming prize. To claim prize, winners must provide valid government-issued photo identification by 5 pm on October 24, 2008. Only the actual winner may claim their prize, and prizes are non-transferable by winners. Winners must claim prizes at the WKCF Television Studios located at 1021 N. Wymore Road, Winter Park, FL 32789 between regular business hours of 9 a.m. and 5 p.m. Monday – Friday. Failure to timely claim prize will result in the forfeiture of the prize, and such prizes will remain the property of Sponsors.

6. **General Conditions/Liability Waiver:** Sweepstakes is subject to these Official Rules and all federal, state, and local laws apply. By entering, participants agree to be bound to these Sweepstakes rules and agree to abide by all decisions of Sponsors, including the interpretation of any ambiguities in Sponsors' sole discretion. By returning the completed Affidavit/Release, winner attests the authenticity of his/her winning entry. Each guest (his/her parent/legal guardian if deemed to be a minor) at Sponsor's sole discretion, may be required to execute, sign, have notarized and return a Liability Release, a Publicity Release and any other documentation that Sponsors require. Any personal information supplied by entrants to Sponsors or their affiliates will be subject to Sponsors' Privacy Policy. Thus, except where prohibited by law and Sponsors' Privacy Policies: (1) entry and/or winner's acceptance of prize constitutes permission for the Sweepstakes Entities' use of winner's name, address (city and state), photo, likeness, biographical information, statement and voice for advertising/publicity purposes worldwide and in all forms of media, in perpetuity, without further notice to or compensation in connection with said Sweepstakes or the prize awarded and (2) Sponsors have the right to modify, edit, adapt, electronically alter, use, assign and/or dispose of entries however they see fit and for any purpose without any notice or compensation to entrant or any third parties. Any person attempting to

defraud or tamper with this Sweepstakes may be prosecuted and is not eligible for the prize. If, for any reason, the Sweepstakes is not capable of running as originally planned, Sponsors at their sole discretion, reserve the right to cancel, suspend or modify the Sweepstakes. WINNERS AND ENTRANTS AGREE, EXCEPT WHERE PROHIBITED BY LAW, TO RELEASE AND DISCHARGE, HOLD HARMLESS AND INDEMNIFY THE SWEEPSTAKES ENTITIES, THEIR EMPLOYEES, AGENTS AND REPRESENTATIVES, OFFICERS AND DIRECTORS AND THEIR IMMEDIATE FAMILIES, SUCCESSORS AND ASSIGNS, AND ALL OTHERS ASSOCIATED WITH THE DEVELOPMENT AND EXECUTION OF THIS SWEEPSTAKES, FROM ANY AND ALL TAX LIABILITY THAT MAY BE IMPOSED OR ASSOCIATED WITH RECEIPT OR USE OF THE PRIZES, AND FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, PROCEEDINGS, AND LIABILITY FOR ANY DAMAGES, EXPENSES, FEES, INJURY OR LOSSES (INCLUDING PERSONAL INJURY OR DEATH) SUSTAINED IN CONNECTION WITH THE RECEIPT, OWNERSHIP, OR USE OF THE PRIZE OR WHILE TRAVELING TO, PREPARING FOR, OR PARTICIPATING IN ANY SWEEPSTAKES-RELATED OR PRIZE-RELATED ACTIVITY. By entering the Sweepstakes or by winning, participants grant to the Sweepstakes Entities the right to publicize the participant's name, photograph, image, likeness, voice, statements, and biographical information for advertising, trade, and promotion purposes without compensation and without opportunity for review, except where prohibited by law. Sponsors retain the discretion to make all decisions regarding the interpretation and application of these rules. All decisions of Sponsors are final and discretionary. In the event the selected winner of a prize is ineligible, refuses the prize, or if the prize is forfeited for any reason, the prize will be forfeited and Sponsors, in their sole discretion, may randomly select an alternate winner from remaining entries pursuant to the selection criteria described above and if time permits. The laws of the State of Florida shall govern this Sweepstakes, without regard to Florida's choice of law rules. The courts of Florida in Orange County shall be the exclusive forum for any dispute relating to these rules, terms and conditions and/or this Sweepstakes. All participants and winners agree, by their participation in the Sweepstakes, to submit to the personal jurisdiction of the courts of Florida in Orange County. For prizes valued at \$600 or greater, winner must provide his or her Social Security Number for tax purposes. Prizes may be considered income, and any and all taxes associated with prizes are responsibility of winner.

7. **Disclaimers and Force Majeure Clause:** Sweepstakes Entities, their affiliated, parent, and subsidiary companies, their employees, agents and officers, advertising and promotion agencies, and all others associated with the development and execution of this Sweepstakes are not responsible for: (1) problems associated with television transmission, radio transmission, cable transmission, satellite transmission, phone lines, facsimile, or cable lines and/or phone or IP numbers that are beyond their control. This includes, but is not limited to: any error, omission, interruption, defect or delay in operation or transmission at any website, or wireless calling/text message carrier service, interrupted or unavailable network, server or other connections; failure of any entry to be received in whole or in part by Sponsor due to technical problems, telephone service problems, human error or traffic congestion on the Internet or at any website, or wireless calling/text message carrier service; communications line, hardware and/or software failures, malfunction of phones (including wireless phones/handsets), phone lines, other communications malfunctions, unavailable network connections, cellular equipment towers, telephone systems or wireless service; damage to any computer (software or hardware) resulting from participation in the Sweepstakes, or damage to mobile phone or other PDA device; a busy signal, operator interference, cellular interference, Internet congestion, technical or atmospheric conditions that disrupt the completion of a phone call, facsimile transmission, email

transmission, or cable modem service, or other Internet interruptions or malfunctions or for technical or other difficulties which may prohibit, prevent, or interfere with the transmission of television or radio signals to all or limited geographic areas during the playing of the Sweepstakes or that may prohibit, prevent, or interfere with the acquisition, completion, or submission of an entry; failures of or other problems relating to computer hardware, software, the Internet, or similar systems, including but not limited to difficulties relating to entrants' ISP, DSL, or cable modem access, "worms," or viruses or any other problem of any description or nature which may prohibit prevent or interfere with the acquisition, completion or submission of an entry; (2) typographical errors in any materials relating to the Sweepstakes; (3) lost, misdirected, illegible, incomplete, or delayed entry forms; (4) cancellations, postponements, or delays; (5) Acts of God, war, terrorism, government regulation, disaster, fire, strikes, civil disorder, or other similar causes beyond the control of the Sweepstakes Entities, their affiliated, parent, and subsidiary companies, advertising and promotional agencies and their immediate assigns, making it inadvisable, illegal, impossible or impractical to continue the Sweepstakes or to perform under these Rules. In the event of any of the foregoing, Sponsor reserves the right to suspend, terminate, modify, or continue the Sweepstakes, in its sole discretion. Sweepstakes Entities make no warranty, guarantee, or representation of any kind concerning any prize, and Sweepstakes Entities specifically DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS, AND ANY OTHER IMPLIED WARRANTY.

8. **Rules and Winners List:** For a copy of these official rules, log onto [www.cw18tv.com](http://www.cw18tv.com) or send a self-addressed, stamped envelope to: WKCF, Deal or No Deal \$1,000 Gas Giveaway "Rules", PO Box 8222, Winter Park, FL 32790 or visit the WKCF studios at 1021 N. Wymore Road, Winter Park, FL 32789. Rules requests must be received by October 24, 2008. These Official Rules may also be posted on Sponsor websites. For a list of winners, send an SASE postmarked by November 30, 2008, to Deal \$1,000 Gas Giveaway Winners, at the address above.

**Sponsors:** WKCF, 1021 N. Wymore Road, Winter Park, FL 32789.

© 2008 WKCF. All rights reserved. Official rules may be copied for personal use only and not for any commercial purposes whatsoever.