

## **KELOLAND Media Group**

### **Home for the Holidays Sweepstakes Official Rules**

**1. Local Market Sponsors.** This *local market* sweepstakes (“Sweepstakes”) is sponsored by KELOLAND TV (the “Station(s)”), 501 S Phillips Ave, Sioux Falls SD 57104, and Grand Falls Casino (1415 Grand Falls Blvd, Larchwood, IA 51241), Sanford Health (1305 W 18th St, Sioux Falls, SD 57105), Lewis Drug (2701 S Minnesota Ave Suite 1, Sioux Falls SD 57105), and Schlotzsky’s (1501 W 41st St, Sioux Falls SD 57105) (collectively, the “Local Market Sponsors(s)”). This Sweepstakes is void where taxed, restricted, or prohibited and is subject to all local, state, and federal laws. By entering, each entrant accepts and agrees to be bound by these Official Rules and the decisions of the Local Market Sponsors(s), which shall be final and not subject to appeal.

This Sweepstakes is being offered in association with the national *Home for the Holidays Giveaway*, which is *separately sponsored* by Aptivada, and begins on November 1, 2017. Aptivada will select one (1) national winner at 5:00 PM MST on December 23, 2017. The Aptivada national winner will receive twelve (12) months’ worth of mortgage payments, up to \$15,000.00, distributed in twelve equal monthly payments. The Aptivada giveaway rules are included below for review and acceptance.

**2. Eligibility.** No purchase necessary to enter. This *local market* Sweepstakes is open to permanent legal U.S. residents who reside within KELOLAND TV viewing area and who are at least 18 years of age at the time of entry. Current or former employees of KELOLAND TV, Nexstar Media Group, Inc. and its subsidiaries, the other Local Market Sponsors, the other television and radio stations and multichannel video programming distributors in KELOLAND TV’s viewing area, their parent companies, subsidiaries, affiliates, advertising or promotional agencies (including anyone who prepares and/or distributes Contest materials), and the immediate family members or persons living in the same household (whether related or not) of all the foregoing are not eligible to participate or win. The term “immediate family members” includes spouses, grandparents, parents, siblings, children and grandchildren.

Participants are eligible to win a KELOLAND TV contest or sweepstakes only once every 60 days. Only one (1) winner per household is permitted in any contest or sweepstakes. Participants are eligible to win a prize valued at \$600.00 or more only once every six months. Text, data, or messaging rates may apply.

**3. Entry.** Entries for this *local market* Sweepstakes will be accepted beginning at 12:00 AM CT on November 1, 2017 and ending at 12:00 AM CT on December 20, 2017.

To enter the Sweepstakes, entrants must visit <http://www.keloland.com/holiday-central/home-for-the-holidays> and submit an entry form. Entrants must include their name, phone number e-mail address, and date of birth in order to enter. All entries must be received by 12:00 AM local time on December 20, 2017. Incomplete or non-conforming entries will not be considered. During submission of the initial entry, participants may have an opportunity to earn and submit up to six additional entries. Additional entries are available to any entrant that elects to watch one (1) or

more of the six (6) 30 second sponsor related videos. Each video review will render one additional entry opportunity. Entrants may submit up to seven (7) entries maximum per person.

Local Market Sponsors(s) is/are not responsible for technical, computer, telephone service outages, delays, equipment malfunctions, busy signals, hang-ups, errors or data loss of any kind, lost or unavailable connections, or late, lost, failed, illegible, incomplete, garbled or deleted entries, transmissions, or voicemails or other network or technological difficulties that may prevent an individual from completing his/her telephone call or online entry, or for printing errors in any advertisement, entry form, or these Official Rules.

An entrant may use only one email address to submit entries during the Sweepstakes. If an entrant uses multiple email addresses to submit more than one entry per day, the entrant will be disqualified. For entries submitted online, entries will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry. The authorized account holder is the natural person who is assigned to the e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning the e-mail address or the domain associated with the submitted e-mail address. Any automated or computer-generated entries, fake or duplicate identities, spam, or improper techniques (as determined by the Sponsor(s)) will be disqualified. Any questions regarding the validity, completeness, or number of entries submitted by an individual or the identity of the authorized account holder of an e-mail address, phone number, or social media profile shall be determined by Sponsor(s) in its/their sole discretion. The Sponsor(s) reserve(s) the right to disqualify any entrant who acts in a disruptive, harassing, vulgar, or unsportsmanlike manner, as determined by the Sponsor(s) in its/their sole discretion.

Entry materials that have been tampered with or altered are void. Any automated or computer-generated entries, fake or duplicate identities, spam, or improper techniques (as determined by Local Market Sponsors(s)) will be disqualified. Any questions regarding the validity, completeness, or number of entries submitted by an individual or the identity of the authorized account holder of an e-mail address, phone number, or social media profile shall be determined by Local Market Sponsors(s) in its/their sole discretion. If the Local Market Sponsors(s) determine(s), in its/their sole discretion, that there is any suspected or actual tampering with the Contest (electronic or otherwise) or if technical difficulties (e.g. infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Local Market Sponsors(s)) compromise the security, fairness, integrity or administration of the Sweepstakes, the Local Market Sponsors(s) reserve(s) the right to void the entries at issue and/or modify, suspend, cancel or terminate the Sweepstakes and conduct a random drawing to award the prize among all eligible entries received as of the termination date. If the Sweepstakes is terminated due to tampering or technical difficulties prior to its expiration date, notice will be posted online at KELOLAND.com. Local Market Sponsors(s) reserve(s) the right to disqualify any entrant that tampers with the operation of the Sweepstakes or website or violates the Official Rules of the Sweepstakes. The Local Market Sponsors(s) reserve(s) the right to disqualify any entrant who acts in a disruptive, harassing, vulgar, or unsportsmanlike manner, as determined by the Local Market Sponsors(s) in its/their sole discretion. Entries not conforming to these entry specifications will not be acknowledged or returned.



CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE LOCAL MARKET SPONSORSS RESERVE THE RIGHT TO PROSECUTE OR SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

By entering this Sweepstakes online, participants agree to KELOLAND.com Terms of Use and the Privacy Policy located at <http://www.keloland.com/about/privacy-policy>. Upon entry, all entry information becomes the property of the Local Market Sponsors(s), and entrants grant the Station the right to distribute all of their entry information to the other Local Market Sponsors(s). By entering, entrants grant the Local Market Sponsors(s) the right to broadcast and distribute their name, image, likeness, voice, entry materials, and biographical information in any media whatsoever, including on the air on the Station and on KELOLAND.com, for any purpose whatsoever, worldwide, in perpetuity, without any further authorization from or compensation to the entrant.

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

**5. Prize(s).** There will be one (1) *local market* winner in this Sweepstakes. On December 22, 2017 at 5:00 PM CT, the *local market* winner will be randomly selected from all eligible entries and notified that they won by phone or e-mail. The winner will receive six (4) \$50.00 gift cards. The gift cards may be in the form of Visa™ Gift Cards or a Gift Cards redeemable at one or more of the participating local sponsors.

\$50 Schotzsky's Gift Card

\$50 Lewis Gift Card

\$50 Visa Card from Sanford Health

\$50 Grand Falls Casio

The approximate retail value of the prize package is \$200.00. Entrants can win only once.

All results are unofficial until winner(s) is/are verified by the Local Market Sponsors(s). Prizes may not be exchanged, substituted, transferred or redeemed for other prizes by winner. Cash will not be awarded as a substitute for prize. Prizes are awarded 'as is' with no guarantees or warranties as to use, merchantability, or fitness for a specific purpose, and the Local Market Sponsors(s) is/are not responsible for defective prizes. Local Market Sponsors(s) reserve(s) the right to substitute a prize in their sole discretion without an on-air or off-air announcement, in which case a prize of equal or greater value will be awarded. Other terms and conditions may apply.

**6. Conditions for Acceptance of the Prize(s).** The local market winner must claim the prize(s) in-person at the Station, located at 501 S Phillips Ave, Sioux Falls SD 57104, during regular business hours (Monday - Friday from 8:30 AM - 5:00 PM CT). Prize(s) will not be mailed under any circumstances. The prize(s) must be claimed by January 5, 2018 at 5:30 PM CT or it/they will be forfeited. Winner will be required to provide a valid government issued photo identification card and to execute an affidavit of eligibility and publicity and liability release

prior to receiving their prize(s). The Station may require the winner's guests, invitees, or travel companions to sign liability releases prior to receiving the prize. All unclaimed or rejected prizes will be forfeited. Failure by the winner(s) to respond to the Station's messages, calls, e-mails or other notifications will lead to forfeiture of the prize(s). Failure to completely fill out and sign all waivers, releases, or forms requested by the Station will result in forfeiture of the prize(s). Upon forfeiture of the prize(s), the Station has the right to award that prize to another winner using the method described above. A winner who forfeits any prize is not eligible to win another Contest conducted by the Station for thirty (30) days.

Payment of all federal, state and local taxes is the sole responsibility of the winner(s) and the winner(s) may receive an IRS 1099 Form or equivalent from the Local Market Sponsors(s). The Local Market Sponsors(s) 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) is/are required to fill out any tax forms requested by the Local Market Sponsors(s) in order to receive their prize(s).

Winner will be solely responsible for any and all license and registration fees, accommodations, transportation costs, gratuities and all other items of an incidental nature. Prize(s) may subject to availability. All expenses on receipt and use of prize(s) are the sole responsibility of the winner(s), the Local Market Sponsors(s) is/are not responsible for any weather changes or extenuating circumstances relating to a prize received. The Local Market Sponsors(s) is/are not responsible for replacing or reimbursing winners with any form of compensation for events that are delayed or canceled. All delays and cancellations are deemed beyond the control of the Local Market Sponsors(s). This includes, but is not limited to, event cancellations, trip schedule changes, flight cancellations, changes in travel arrangements, travel delays of any form and duration, game cancellations and delays, as well as all acts of nature. Local Market Sponsors(s) will not be responsible for failure to supply the prize(s) by reason of any force majeure events, such as acts of God, war, terrorist attacks, unusually severe weather, labor strikes, or other causes beyond the control of the Local Market Sponsors(s).

By accepting the prize, the winner or winners agree to have their name, voice, likeness, biographical information, and entry materials used in any advertising or broadcasting material relating to this Contest, and in any media whatsoever, including the Station, Facebook and on KELOLAND.com, for any purpose whatsoever, worldwide, in perpetuity, without any further authorization or compensation to the winner.

**7. Social Media.** For contests or sweepstakes conducted or promoted on Facebook, Twitter, Instagram, YouTube, Snapchat, iHeartRadio, or any other social media website (each a "Social Media Site" and collectively the "Social Media Sites"), the Sponsors reserve the right to void any entrant's entry in the Sweepstakes for failure to abide by the guidelines, policies, or procedures of the applicable Social Media Site, and to delete or remove any of entrant's related "Likes," comments, posts, tweets, videos, photos, user generated content, or other electronic messages, communications, or submissions at their discretion. The Sponsors also reserve the right to block, ignore, report, and/or completely prevent any entrant, account, user, or profile from accessing the Sweepstakes and/or the Sponsors' profile(s), account(s), website(s), blog(s) or handle(s). This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with the Social Media Sites. By entering this Sweepstakes, entrants agree to release and hold the Social Media

Sites harmless from any or all claims, liability, damages, judgments, fines, costs, expenses related to or associated with their participation in this Sweepstakes. Entrants understand that by logging-in to the applicable Social Media Site, that they agree to comply with the Social Media Site's Terms of Service, and that their personal information is subject to the Privacy Policies and information collection practices of the Social Media Site. Entrants agree that the Sponsors are not responsible for the collection, disclosure, transfer, or dissemination of their personal information, whether directly or indirectly, by third party advertisers, marketers, or any other transferees. For entries submitted through the Social Media Sites, the Sponsors may be limited to using the information in a manner set forth by the Social Media Sites and in no other way.

**8. Limitation on Liability.** Local Market Sponsors(s) disclaim(s) all liabilities to the winner(s) with respect to receipt and use of the prize(s). Winners and their guests or travel companions, by acceptance of their prize(s), agree to release and hold the Local Market Sponsors(s) and its/their affiliated companies, their advertising, promotion and production agencies, and their respective parent companies, subsidiaries, affiliates, officers, shareholders, directors, employees, agents and representatives harmless from any and all liability, claims, causes of actions, damages, fines, and costs of any kind whatsoever (including reasonable attorney's fees) which may be sustained directly or indirectly to persons or property in connection with the receipt, ownership or use of the prize or while preparing for, participating in, and/or traveling to any Contest or prize-related activity.

**9. Reservation of Rights.** Local Market Sponsors(s) reserve(s) the right to make changes to these Official Rules in their sole discretion which will become effective upon announcement. Local Market Sponsors(s) reserve(s) the right to cancel or terminate this local market Contest for any reason in the event that it cannot be run or administered as intended by the Local Market Sponsors(s). Any such changes or termination will be announced on KELOLAND.com.

**10. Contact Information.** For questions or more information about this Sweepstakes, please contact KELOLAND TV at 501 S Phillips Ave, Sioux Falls SD 57106. For a copy of these rules, addendum, and/or list of winners please go to [keloland.com/contests](http://keloland.com/contests) or send a self-addressed stamped envelope to KELOLAND TV, 501 S Phillips Ave, Sioux Falls SD 57106, within thirty (30) days of the end of this Contest.

See Aptivada Giveaway Rules below.

The following promotion is intended for viewing only in the United States and the District of Columbia, and will be construed and evaluated according to the laws of the United States. Do not proceed if you are not a legal U.S. resident or are accessing the promotion from outside the United States or the District of Columbia.

Home For The Holidays Giveaway

#### OFFICIAL RULES

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

#### How To Enter:

Beginning at 12:00 AM MST on November 1st, 2017 until 12:00 AM MST December 20th, 2017, you may enter the Home For the Holidays Giveaway (“Promotion”). The Promotion is sponsored by Aptivada, LLC (“Main Sponsor”).

You may enter via the following method(s):

ONLINE by visiting the following Website: (<http://www.keloland.com/holiday-central/home-for-the-holidays>) and completing and submitting the online entry form. Online entries will be deemed made by the authorized account holder of the email address, LinkedIn account, Twitter account, Google account, or iHeartRadio submitted at the time of entry. The authorized account holder is the natural person who is assigned to the (i) email address by an internet access provider, online service provider or other organization that is responsible for assigning the email address or the domain associated with the submitted email address or (ii) LinkedIn, Twitter, Google, or iHeartRadio account by LinkedIn, Twitter, Google, or iHeart Radio, as applicable. Multiple entrants are not permitted to share the same email address or LinkedIn, Twitter, Google or iHeartRadio account.

The Promotion may also offer you the opportunity to receive bonus entries for watching one (1) or more 30 second sponsor related videos.

Entries submitted will not be acknowledged or returned. Use of any device or method to automate entry is prohibited. Incorrect, illegible, corrupt, and incomplete entries are void. Proof of submission of an entry shall not be deemed proof of receipt. Limit one entry per entry method per day.

### Eligibility:

The Promotion is open to all legal residents of the United States and the District of Columbia who are at least 18 years of age at the time of entry (except that residents of Alabama and Nebraska must be at least 19 years of age at the time of entry and residents of Mississippi must be at least 21 years of age at the time of entry). Employees of Main Sponsor or Aptivada LLC, their respective parent, subsidiary, and affiliated entities, advertising agencies, participating sponsors/promotional partners, 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 and where prohibited by law.

Entrants are required to provide truthful information and the Main Sponsor will reject and delete any entry that it discovers to be false or fraudulent. Main Sponsor will disqualify any entry from any individual who does not meet the eligibility requirements, and will also delete any entry as required by law.

### Prizes and Odds of Winning:

The confirmed grand prize winner will receive a check for 12 months of mortgage or rent payments (up to \$1,250/month), up to a maximum amount of fifteen thousand dollars (\$15,000). The total amount of the prize will be determined based on the documentation provided by the potential winner to the Main Sponsor that will verify the last three (3) consecutive months of mortgage or rent payments made by the potential winner. The monthly payment (up to \$1,250/month) will be multiplied by 12 to determine the total amount awarded for one year.

Winners need not be present to win.

There is no substitution, transfer, or cash equivalent for prizes, except that the Main Sponsor 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. Any tickets awarded as part of a prize will be subject to the terms and conditions set forth by the issuer and are valid only on the date(s) printed on the tickets. Other restrictions may apply.

### Winner Selection and Notification:

Decisions of Main Sponsor with respect to the Promotion are final.

Potential winner(s) will be selected on or about December 23, 2017 at approximately 5:00 PM MST via random drawing.

Main Sponsor anticipates that the potential winner will be contacted either by phone, e-mail using the e-mail address provided at entry, in writing, or via the social media account provided at entry. Winner must execute and return any required affidavit of eligibility, liability release,



publicity release, guest/traveling companion release, or similar document within ten (10) days of notification attempt or winner may be disqualified at Main Sponsor's sole discretion and the prize will be forfeited and an alternate winner(s) may be chosen. Main Sponsor reserves the right to select an alternate winner(s) in a random drawing format that shall be determined by Main Sponsor. If a potential winner(s) cannot be contacted, fails to complete, sign and return any required affidavit or release within the required time period, or fails to comply with these rules, the potential winner(s) may be disqualified at Main Sponsor's sole discretion. An entrant who provides a mobile wireless number to Main Sponsor in connection with a promotion, including by providing a mobile number for winner notification purposes, is responsible for informing Main Sponsor if his or her number is reassigned to another person at any time before the end of the Promotion and for providing an alternative number where he or she may be reached.

Conditions:

Payments of all federal, state and local taxes are solely the responsibility of the winner(s). Winner(s) will be required to complete (including by filling in the winner's full Social Security Number) and submit an IRS Form W-9 or the equivalent for receipt of any prize valued at \$600 or more or for any prizes awarded by Main Sponsor 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.

Participating in the Promotion and acceptance of a prize constitutes a winner's and guest's (where applicable) permission for Main Sponsor 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, Main Sponsor 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 Main Sponsor any required release.

To the fullest extent permitted by law, by participating in the Promotion, you:

agree to grant Main Sponsor a non-exclusive, perpetual, worldwide license to edit, telecast, exhibit, rerun, reproduce, use, syndicate, license, print, distribute and otherwise exploit any items (including any photos, videos, audio, or written material) submitted as part of your contest entry (the "Materials"), or any portion thereof, in any manner and in any and all formats and media now known or hereafter devised, without payment to you or any third party;

acknowledge that Main Sponsor reserves the right, in its sole discretion, not to use the Materials at all; and

represent and warrant that: you meet the minimum age requirements specified in the eligibility criteria; you have the full legal right, power and authority to grant to Main Sponsor the license provided for herein; you own or control the complete exhibition and other rights to the Materials you submitted for the purposes contemplated in this license; you are either the parent (or legal guardian) of any minor featured in the Materials or have received the express consent of the parent (or legal guardian) for any such minor to appear in the Materials and to enter the minor's likeness in the Materials in the contest; and neither the Materials nor the exercise of the rights granted herein shall infringe upon or violate the right of privacy or right of publicity of, or constitute a libel or slander against, or violate any common law or any other right of, any person or entity.

Prior to awarding any prize or prize certificate, and depending on the nature of the prize and eligibility requirements of the Promotion, Main Sponsor in its sole discretion may require verification of Promotion winner's or winners' identification by a showing of valid government-issued photo identification.

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 Main Sponsor, Aptivada LLC, their respective sponsor(s) and promotional partner(s), their advertising and promotion agencies, any social media platform utilized in the conduct of the Promotion (including but not limited to Facebook, Inc.) 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. Main Sponsor may also require eligible Promotion winner(s) and their guests or travel companions, if any, 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 Main Sponsor any required release.

Main Sponsor, in its sole discretion, reserves the right to disqualify any person (and all of their entries) from the Promotion if he or she tampers or is suspected of having tampered with the entry process, the operation of the Promotion, or the operation of any Website, Facebook Page, and/or any other social networking site used in the Promotion, or is otherwise in violation of the rules. Main Sponsor further reserves the right, in 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 Main Sponsor'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 Main Sponsor in its sole discretion. Any attempt by an entrant or any person to deliberately damage any 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, Main Sponsor

reserves the right to seek full prosecution and/or damages from any such individual to the fullest extent permitted by law. Main Sponsor'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 Main Sponsor, any competition or prize-related event or travel is delayed, rescheduled, postponed or canceled, Main Sponsor 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.

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 Main Sponsor's control.

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

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);

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);

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;

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 Main Sponsor is located, without regard to the conflicts of laws and rules of that State or Commonwealth;

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 Main Sponsor is located, and you submit to the jurisdiction of, and waive all objections to the jurisdiction or venue of, such tribunal; and

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.

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.

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 Home For The Holidays Winner List or Official Rules Request, Aptivada, LLC, 32 West 200 South Salt Lake City, UT 84101. All such requests must be received within thirty (30) days following completion of the Promotion.

Official Rules, Terms of Use Agreement & Privacy Policy:

By entering this Promotion, you agree to be bound by these Official Rules and Main Sponsor’s Terms of Use Agreement and Privacy Policy.

Main Sponsor: Aptivada, 32 West 200 South Salt Lake City, UT 84101