

## **Official Rules: 2010 Local Legend Challenge**

### **ELIGIBILITY AND ODDS OF WINNING:**

Contests are open to legal residents of the United States who are 18 years of age or older (unless otherwise specified), except employees of the Norman Convention & Visitors Bureau (NCVB) and immediate family members of anyone so situated. "Immediate family members" shall include spouses, siblings, parents, children, grandparents, and grandchildren, whether as "in-laws", or by current or past marriage, remarriage, adoption, co-habitation or other familial extension, and any other persons residing at the same household location, whether or not related. If minors are permitted to participate in the contest, a parent or guardian of any participant who is a minor at the time of entry must sign a release on behalf of the minor to be eligible to receive a prize, and the Norman Convention & Visitors Bureau reserves the right to refuse to award a prize to or on behalf of a minor.

### **HOW TO ENTER:**

Except as otherwise provided in specific contest rules, entries may be submitted by telephone, fax, postal mail, email, or via NCVB website. Contest entries must include entrant's name, address, daytime telephone numbers and any information required by the NCVB for qualification of entry.

### **RESTRICTIONS AND LIMITATION OF LIABILITY:**

No limit on qualifying leads per person. One winner per household. Void where prohibited by law. Participants may only win one quarterly drawing. The NCVB reserves the right to cancel, terminate or modify the contest if it is not capable of completion as planned for any reason, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any kind. The decision of the NCVB is final. All federal, state and local laws and regulations apply. NCVB assume no responsibility or liability whatsoever for damages, loss or injury resulting from participating in any contest or acceptance or use of any prize. In consideration of participation in a contest, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Entrant, on Entrant's behalf, and on behalf of Entrant's heirs, successors or assigns, administrators and personal representatives, does hereby COVENANT NOT TO SUE, FULLY RELEASE AND FOREVER DISCHARGE the NCVB from and against any and all actions, charges, claims, losses, costs, damages, expenses (including attorneys' fees and expenses) and liabilities of any kind or character, whether known or unknown, in connection with, arising out of or in any way related to Entrant's participation in any contest.

a. **Telephone Entries.** If a contest accepts telephone entries, NCVB is not responsible for the inability of caller to complete the call during the call-in portion of the contest whether due to telephone equipment malfunctions; disconnections; busy lines; faulty, mistranscribed, misdirected, or misdialled telephone communications; or other circumstances. Only calls to the designated telephone number will be eligible to win.

b. **Fax and Mail Entries.** If a contest accepts fax or mail entries (postal or electronic), NCVB is not responsible for the late, misdirected, lost, misplaced, illegible, mutilated or postage-due entries for any reason, including electronic or computer malfunctions that may affect the delivery or content of the entry, nor are they liable for any injury or damage to entrant's or any other person's computer or hardware related to or resulting from participating in or downloading any information necessary to participate in the contest.

c. **Web Site Entries.** In the event a contest accepts website entries, participants must accurately complete all required fields or entry will be deemed invalid. NCVB shall have no liability for any malfunction of the Internet, NCVB website or any other computer-related processor system. NCVB is not responsible for any prize offered or any aspect of any contest appearing on an advertiser's web banner or hyperlink located on NCVB website.

**PRIZES:**

Prizes are specified within individual contest rules. Prizes are non-transferable and non-exchangeable. No substitution or cash equivalent will be made. NCVB reserves the right to substitute a prize of equal or greater value if the awarded prize is unavailable for any reason. If tickets to a performance are awarded as a prize, NCVB is not responsible for any cancellation or rescheduling of the performance for any reason and has no obligation to reimburse, refund or otherwise substitute the tickets for another prize should the performance not be rescheduled or vouchers not issued. Furthermore, NCVB is not responsible for cancellations or delays in travel accommodations and has no obligation to reimburse, refund or otherwise substitute any tickets awarded as a part of a travel prize due to such cancellations or delays.

**HOW TO CLAIM PRIZE:**

Winners will be selected as described in the specific rules of each contest. Winners agree to appear at NCVB to claim the prize, unless alternate arrangements are acceptable to the NCVB promotions department. NCVB's address is 223 E. Main St., Norman, OK 73069 and prizes may only be claimed during office hours between 8:00 am through 5:00 pm, unless otherwise specified. In the event that a prize is mailed to the winner, pursuant to winner's prior written consent, winner assumes the risk of the prize's safe arrival. Winners must provide proof of age, photo identification and a valid taxpayer identification number or social security number before any prize will be awarded. The only accepted types of photo identification are government issued photo identifications, including a valid driver's license or United States passport. NCVB reserves the right to deny awarding the prize if the winner fails to provide satisfactory identification, as determined in NCVB sole discretion. In addition, winners agree to execute an affidavit of eligibility, indemnification and release of liability before any prize is awarded. If the prize is travel tickets, travel partners, if any, must meet age eligibility requirements and must also execute an affidavit of eligibility, indemnification and release of liability prior to awarding the prize. Failure to execute any of these documents or comply with any of the terms will result in forfeiture of the prize.

**Winners have thirty (30) days from the date their name is first announced on the air, or by other disclosed mode of public dissemination, to claim and pick up their prize. Failure to claim and pick up prize within this time for any reason will result in forfeiture of the prize.** NCVB reserves the right, in its sole discretion, to award unclaimed prizes to alternate contestants or not to award the unclaimed prizes. All federal, state and local laws and regulations apply. All federal, state and local taxes (including any sales taxes) are the sole responsibility of the winner. Prior to the delivery of any prize, NCVB reserves the right to collect from the winner any taxes it deems appropriate. Any person winning over \$600 in prizes during any one year period will receive an IRS form 1099 at the end of the calendar year, and a copy of such form will be filed with the IRS. Any additional costs relating to the prizes, and incurred as a result of accepting the prizes, is the sole responsibility of the winner.

**CONDUCT AND DECISIONS:**

By participating in the Contest, participants agree to be bound by the decisions of NCVB personnel. Persons who violate any rule, gain unfair advantage in participating in the Contest, or obtain winner status using fraudulent means will be disqualified. Unsportsmanlike, disruptive, annoying, harassing or threatening behavior is prohibited. The NCVB will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Contest and the NCVB's decisions concerning such disputes shall be final. If the conduct or outcome of the Contest is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference or any event beyond the control of the NCVB, the NCVB reserves the right to terminate this Contest, or make such other decisions regarding the outcome as the Company deems appropriate. All decisions will be made by the NCVB and are final. The NCVB may waive any of these rules in its sole discretion. **ANY ATTEMPT BY A CONTESTANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY CIRCUMVENT, DISRUPT OR DAMAGE ORDINARY AND NORMAL OPERATION OF THIS CONTEST, TELEPHONE SYSTEMS OR WEBSITE, OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, NCVB RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT PERMITTED BY LAW.**

**PUBLICITY; USE OF PERSONAL INFORMATION:**

By participating, where allowed by law, all participants and winner(s) grant the NCVB exclusive permission to use their names, characters, photographs, voices, and likenesses in connection with promotion of this and other contests and waive any claims to royalty, right, or remuneration for such use. By participating in the Contest, where allowed by law, participants agree that the NCVB may use such information for marketing and other purposes.

**COMPLIANCE WITH THE LAW:**

The conduct of the Contest is governed by the applicable laws of the United States of America, which take precedence over any rule to the contrary herein. Station(s) shall follow the applicable laws for conducting contests, including notice to the state attorney general or consumer affairs office, posting of a prize bond, furnishing lists of winners, running specific on-air disclaimers, providing specific written information about the Contest, etc. as required by local and state law.