**Fox 4 True Blue Fans Amini’s Sweepstakes**

**Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN, NOR WILL A PURCHASE IMPROVE ONE'S CHANCES OF WINNING.**

ALL FORMS MUST BE FILLED OUT COMPLETELY AND TRUTHFULLY. FAILURE TO COMPLETE THE APPLICATION AND PROVIDE TRUTHFUL AND PERTINENT INFORMATION MAY RESULT IN DISQUALIFICATION FROM THE SWEEPSTAKES. DISQUALIFICATION IS IN THE SOLE DISCRETION OF WDAF.

WDAF will conduct the **Fox 4 True Blue Fans Amini’s Sweepstakes** (“Sweepstakes”) in accordance with these Official Rules (“Rules”).  Participation in the Sweepstakes constitutes entrant's full and unconditional agreement to, and acceptance of, these Rules.   The Sweepstakes is intended for play in the United States only, and is void where prohibited and outside the eligibility area set forth below. Do not participate if you are not eligible and located in the United States at the time of entry.

**1.**  **Eligibility:**  Entrants must be legal US residents, at least 18 years old or above, as determined by WDAF and reside in the Kansas City Designated Market Area as defined by The Nielsen Company.   Employees of WDAF and of its parent and affiliated companies (collectively, the “Sponsor”), Amini’s, the Sweepstakes’ participating sponsors, promotional agencies and their advertising agencies, employees of other television or radio stations, and members of the immediate families of such persons are not eligible to participate and win.  The term “immediate family” includes spouses, siblings, parents, children, grandparents and grandchildren, and any other person residing at the same household whether or not related.  Winning a prize is contingent upon fulfilling all requirements set forth herein.

**2. Sweepstakes Period:**  The Sweepstakes begins on or about Tuesday, October 21st, 2014 CT and ends on Friday, October 31, 2014 at 11:59 pm CT (the “Sweepstakes Period”).

**3.  Sweepstakes Entry:** To enter the Sweepstakes, go to the WDAF contest page at [www.fox4kc.com](http://www.fox4kc.com)/contest and follow the instructions. You must accurately complete the entry form which includes entering your **name and email address** in the TITLE so we can contact you if you win. In the **Post Content/File Description** area you can enter a description. As part of the entry process, you will be asked to submit a “selfie” of yourself and/or friends decked out in Royals gear (the “Photo”). By submitting a Photo, you understand and agree that Sponsor may publish the Photo on the Sponsor website (as determined by Sponsor in its sole and absolute discretion) in a fan photo gallery. Please note, you must own a device (camera, telephone, etc.) capable of taking photos prior to the start date of the Sweepstakes. Photos must be original to the entrant (not copied, adapted, or reproduced from any other source and not collaboration with any other person). Photos must not have been previously published or the recipients of any awards in previous contests. No watermarks, signatures, or copyright notices may be added to any Photo. The Photo must not depict any obscene, provocative or otherwise inappropriate content, including but not limited to nudity or illegal conduct. All entries (but not the Photos) become the property of WDAF and will not be returned. Incomplete entries will be disqualified. Entrants may be required to become registered users of the WDAF website (registration is free). Entrants may enter more than once during the Sweepstakes Period; however, no Entrant may win more than once during the Sweepstakes Period. In the event of a dispute as to any registration or entry, the authorized account holder of the email address or account used to register will be deemed to be the registrant or Entrant (as applicable). The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder. Sponsor reserves the right to use any and all information related to the Sweepstakes, including Entrant information, for marketing purposes or any other purpose, unless prohibited by law, including contacting entrants (and any other individuals whose email address is submitted as part of this promotion) by email.

4. **Other Conditions of Entry:** By entering, each entrant represents and warrants that no laws were broken in the creation of the Photo and that the Photo is his/her own original creation, the entrant has all rights necessary to submit the Photo, the Photo has not been copied in whole or in part from any other work, the Photo has not been previously published, the Photo does not violate the rights of any person or entity (including but not limited to privacy rights, trademarks, and copyrights), the Photo does not defame, libel, or slander anyone or any entity, and does not contain inappropriate, offensive, indecent, vulgar, obscene or profane content. Without limiting the foregoing, the Photo cannot depict any image that, in the sole discretion of Sponsor, is detrimental to the WDAF brand. Entries that do not comply with these Official Rules or the foregoing representations and warranties will be disqualified. Each entrant agrees to indemnify, defend and hold Sponsor harmless against any and all liabilities, losses, damages, claims, debts, investigations, fines, penalties, costs, expenses and settlements (including attorneys' fees and costs of litigation, settlement, judgment, interest and penalties) arising out of or related to a breach of the foregoing representations and warranties. By entering, each entrant grants to the Sponsor a world-wide, perpetual, non-revocable, royalty-free license to publish his/her Photo as well as derivative works based thereon on WDAF, on the WDAF website, in WDAF apps, and through any and all other media, now known or hereafter devised, in any manner related to the Sweepstakes, without prior notice, approval or compensation. Entrants otherwise will retain all rights to their respective Photos.

**5. Winner Selection:** On or about November 3rd, 2014, one winner will be randomly selected from all eligible entries. Odds of winning will depend on the number of eligible entries received. Please note, the quality of the Photos will not play a role in the determination of the winners.

**6. Winner Notifications**:  Sponsor will attempt to notify the Sweepstakes winner by email on or about the drawing date. Winner must have a valid email address where they can be notified. If a winner (a) is unreachable after seven (7) days, (b) is unavailable for prize fulfillment, (c) is not in compliance with the Rules, or (d) does not meet the eligibility requirements, Sponsor reserves the right to award the prize to another winner selected by random drawing from among remaining eligible entrants for that Weekly Drawing. If Sponsor cannot find an eligible winner for the prize, that prize will not be awarded. All results are unofficial until winners are verified.

**7.  Prize:** (1) One 42 Inch Big Screen Samsung Smart TV. Prize provided by Amini’s. Total value of all prizes: $500.

**8.  Prize Acceptance/Restrictions:**  Only one winner per household. Winner is subject to verification by WDAF of the winner’s name, age, address, phone number, and Social Security number (where the prize value is equal to or greater than $600.00). In order to claim his or her prize, winner must appear in person during regular business hours at the business offices of WDAF located at 3030 Summit, Kansas City, MO within four weeks of the end of Sweepstakes. Winner will be required to sign an Affidavit of Eligibility/Release of Liability and Publicity, and may be required to provide a completed W-9, per Section 9 below. Failure to do so will disqualify the winner. If a winner is disqualified, Sponsor reserves the right to determine an alternate winner by random drawing from among all remaining eligible entries or to not award that winner’s prize at all.  Prizes cannot be redeemed for cash or substituted for any other items by any winner. Prizes are non-assignable and non-transferrable. Sponsor reserves the right to substitute a comparable prize of like or greater value, including cash, for any prize, for any reason. Costs of transportation and accommodations, where applicable and any other cost not specifically included in the prize are the sole responsibility of the winner. Gift cards (if any) are subject to terms and conditions thereon. All properly claimed prizes will be awarded, but in no event will Sponsor award more prizes than are provided for in these Rules.

**9. Publicity Release:** By participating in the Sweepstakes, each entrant acknowledges that his/her entry in the Sweepstakes constitutes that entrant’s consent to use, publish, reproduce and for all purposes, including publicity, promotion and advertising, in any media (including without limitation, the Internet, television or offline promotions), each entrant’s entry submission (Photo) name, likeness, photograph, voice, opinions, and/or hometown and state, and any portion thereof, each extending throughout the universe and in perpetuity without further compensation, credit or right of review or approval, except where prohibited by law.

**ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY CIRCUMVENT, DISRUPT, OR DAMAGE ORDINARY AND NORMAL OPERATION OF THIS SWEEPSTAKES, TELEPHONE SYSTEMS OR WEBSITE, OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES WILL RESULT IN DISQUALIFICATION.**

**11. Taxes:** Any valuation of the prize(s) stated above is based on available information provided to WDAF, and the value of any prize awarded to a winner may be reported for tax purposes as required by law. All taxes, including federal, state, and local taxes, are the sole responsibility of the winner. Any person winning over $600.00 in total prizes will receive a 1099 form from the Sponsor at the end of the calendar year and a copy of such form should be filed with the IRS. Each winner must provide Sponsor with valid identification, and a valid taxpayer identification number or Social Security number for total prizes valued at $600.00 or more, before any prize will be awarded. Sponsor shall have the right, but not the obligation, to require any winner to complete and submit an IRS form W-9. Sponsor reserves the right to withhold prizes until the completed W‑9 form is received.

**12. Conditions:** Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend this Sweepstakes or any portion hereof, or to disqualify any individual implicated in any of the following actions, if: (a) infection by computer virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes which, in Sponsor’s sole opinion, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, (b) the Sweepstakes or any website associated therewith (or any portion thereof) becomes corrupted or does not allow the proper processing of entries per these Rules, (c) the Sweepstakes becomes corrupted due to interruption in wireless calling devices or wireless service for any reason, or (d) the Sweepstakes is otherwise not capable of running as planned. If Sponsor determines, in its sole discretion, that technical difficulties or unforeseen events compromise the integrity or viability of the Sweepstakes, Sponsor reserves the right to void the entries at issue, and/or terminate the relevant portion of the Sweepstakes, including the entire Sweepstakes, and/or modify the Sweepstakes. If Sponsor terminates the Sweepstakes during the Sweepstakes Period, it will determine the winners of remaining prizes by random drawing from among all eligible, non-suspect, non-winning entries received as of the termination date. If Sponsor terminates or modifies the Sweepstakes, Sponsor will post notice on the official Sweepstakes website. By entering, entrants represent that they are eligible and agree to be bound by and comply with the Rules and the decisions of any judges, which are final on all matters pertaining to the Sweepstakes. Any entrant who attempts to tamper with this Sweepstakes in any way or use fraudulent means to participate in and/or win the Sweepstakes shall be disqualified. Sponsor reserves the right to disqualify any entrant at any time, for any reason, including, without limitation, language, activities or behavior deemed inappropriate. Sponsor and its advertising and promotion agencies are not responsible for cancellations, postponements, or delays in the Sweepstakes. Other than the prizes received by the winners, no entrant shall be entitled to receive any wages, benefits, fees or other compensation whatsoever as a result of participating in the Sweepstakes. Sponsor shall have the sole discretion to administer the Sweepstakes and interpret and apply the Rules. This Sweepstakes is not intended for gambling. If Sponsor determines that an entrant is using the Sweepstakes for gambling purposes, such entrant may be disqualified and reported to the authorities. Neither the failure of Sponsor to insist upon or enforce strict performance of any provision of these Rules nor the failure, delay or omission by Sponsor in exercising any right with respect to any term of these Rules, will be construed as a waiver or relinquishment to any extent of Sponsor’s right to assert or rely upon any such provision or right in that or any other instance.

**13. Indemnification/Hold Harmless:** By participating, entrants agree: (a) to release, discharge, and hold harmless WDAF, Tribune Media Company, Amini’s, and their respective affiliates, parents, subsidiaries, advertising and promotion agencies, and the officers, directors, employees, representatives, and agents of the foregoing (the “Released Parties”) from all liability, injuries, losses or damages of any kind to persons, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright, or other intellectual property rights, death or property damage resulting in whole or in part, directly or indirectly, from the acceptance, delivery, possession, misuse or use of a prize (including any travel or activity related thereto), or from participation in and/or entry into or creation of an entry for the Sweepstakes and/or the broadcast or exploitation or use of entry or any other Sweepstakes-related activity; and (b) that the Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guaranty, expressed or implied, in fact or in law, relating to any prize. In consideration for his or her participation in the Sweepstakes, each entrant agrees to hold harmless and indemnify the Released Parties from any and all claims, demands and/or causes of action of any nature or kind whatsoever, whether presently known or unknown, foreseen or unforeseen, that arise out of the entrant’s participation in the Sweepstakes, including attorneys’ fees.

**14. Limitation of Liability:** The Released Parties are not responsible or liable for: (a) any incorrect or inaccurate entry information or other errors in the printing, offering or administration of the Sweepstakes or in the announcement of the prize(s), (b) any error, omission, interruption, defect or delay in operation or transmission at any website, or wireless calling service, interrupted or unavailable network, server or other conditions, (c) failure of any entry to be received by Sponsor due to technical problems, telephone service problems, human error, or wireless calling service, (d) mechanical, technical, computer, hardware or software errors, malfunctions, or failures of any kind, including but not limited to failed, incomplete, garbled, or delayed transmission of entries, traffic congestion, viruses, sabotage, satellite failures, electrical outages, on telephone lines, on the Internet, at any website, or application or lost or unavailable network connections or natural disasters or acts of God or man, which may limit an entrant’s ability to participate in the Sweepstakes, (e) communication 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, (f) damage to any computer (software or hardware) resulting from participation in the Sweepstakes, or damage to mobile phone or other PDA device, (g) theft or destruction of, tampering with, unauthorized access to, or alteration of entries and/or entry information, (h) entries which are late, lost, stolen, damaged, illegible, and/or unintelligible (or any combination thereof), or (i) any change of email address, mailing address, telephone number and/or any other contact information provided by entrant. Any expenses incurred by the entrant during the entry process, are the sole responsibility of each entrant and the Sponsor will not issue reimbursement for any expenses.

**UNDER NO CIRCUMSTANCES WILL THE RELEASED PARTIES BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, ATTORNEYS’ FEES, OR ANY OTHER DAMAGES.**

**15. Choice of Law/Forum:** All entrants agree, by participation in the Sweepstakes, to submit to the personal jurisdiction of the courts of Missouri. Missouri law shall govern this Sweepstakes, without regard Missouri’s choice of law rules. The courts of Missouri shall be the exclusive forum for any dispute regarding any Rule or activity associated with the Sweepstakes.

**16.** **Official Rules:** To request a copy of the Rules, send a self-addressed stamped envelope to WDAF, located at 3030 Summit, Kansas City MO 64108 by November 7, 2014. Written copies of these Rules are also available during normal business hours (8:30 am – 5:00 pm CST) at WDAF’s business offices or online at [www.fox4kc.com](http://www.fox4kc.com).

**17.** **Names of Winners**: For a list of prize winners, send a separate, self-addressed, stamped envelope to WDAF located at 3030 Summit, Kansas City, MO 64108 or appear in person at that location between normal business hours (8:30 am – 5:00 pm CT) after November 7, 2014.

**18. Compliance with Law:** The conduct of the Sweepstakes is governed by the applicable laws of the United States of America, which take precedence over any rule to the contrary herein.

**19. Rights Reserved:** The content, information, data, designs and code associated with the Sweepstakes and Sweepstakes website are protected by intellectual property and other laws. Any unauthorized use of copyrighted materials, trademarks, or any other intellectual property of Sponsor without the express written consent of its owner is strictly prohibited.

**20. Sponsor:** WDAF, 3030 Summit, Kansas City, MO 64108.