

# **NH1 News Watch & Win CONTEST**

## **OFFICIAL RULES**

**1. NO PURCHASE NECESSARY TO ENTER OR WIN.** The NH1 News Watch & Win (the “Promotion”) is sponsored by NH1 News Network Company. Promotion is only offered within the following New Hampshire counties: Strafford, Rockingham, Hillsboro, Merrimack, Cheshire, Belknap, (the “Promotion Area”). Void outside Promotion Area and where prohibited.

2. Promotion is subject to all federal, state and local laws. NH1 News Network Co. shall be entitled to interpret these Official Rules as needed — including but not limited to rules regarding entries, deadlines, winner selection, prize restrictions, and eligibility — and all of its decisions are final. By entering, each Entrant irrevocably, fully and unconditionally agrees to be bound by these Official Rules and waives any right to claim ambiguity in these Official Rules and or any other Promotion-related advertising or materials.

**3. Each winner will be issued an IRS 1099 MISC tax form (or its equivalent) for the ARV of the prize awarded if required and is solely and exclusively responsible for any and all state, federal or local income taxes that may result from his or her acceptance of any prize.**

4. Promotion consists of one (1) daily watch and win game (each a “Watch & Win Game”). The “Entry Deadline” for each daily Watch & Win Game is 12:00 p.m. Eastern Time (“ET”) on the day following the weekday on which daily Watch & Win Game word of the day is broadcast.

5. One Watch & Win Game (“Entrant”) timely submitting the correct word of the day will be selected per day during

the Contest Promotion Term. If multiple Entrants timely submit the correct word of the day, all such timely and correct submissions will be put into a drawing and a winner will be randomly drawn and announced on NH1 News at 5 pm on the weekdays following the weekday in which the relevant word of the day was broadcast. If no Player Entrant(s) timely submit(s) the correct word of the day by the Entry Deadline (defined above), no daily prize will be awarded for that Watch & Win Game.

## **ELIGIBILITY**

1. To be eligible, each entrant must be at least eighteen (18) years old and a legal resident of the Promotion Area (defined above) as of entry date.

2. Employees of NH1 News, WBIN Inc. & Binnie Media, and the members of their immediate families (defined as spouse, parents, siblings or children) and households (whether or not related), are not eligible to enter or win. The term "household" includes all persons residing together in a single residence, whether or not related.

## **PRIZES**

1. Daily Prizes: One (1) \$100 cash prize will be awarded daily to the winning Entrant (or if more than one Entrant, to the winning randomly selected Entrant) that submitted the correct word of the day. If no timely correct entry is received, no prize will be awarded for that daily Watch & Win Game.

2. The odds of winning depend on a correct entry received before the deadline of the daily Watch & Win Game. Limit one (1) entry per person per day. Limit one (1) prize per person per Contest Promotion Period.

## **PRIZE RESTRICTIONS**

1. A prize, of NH1 News' choosing, valued at \$100 shall be at NH1 News' sole discretion. Each winner assumes sole responsibility for all expenses and incidental costs associated with the prize not explicitly outlined above, including without limitation, all federal, state and local taxes (including taxes on income, if any), any other taxes, fees, and surcharges.

2. The right to receive a prize is not transferable. Prizes may not be substituted except that NH1 News in its discretion may substitute a prize, or portion thereof, with a prize or portion of equal or greater value if it deems necessary. Any such changes will be announced. Any prize or portion thereof not accepted by any winner is forfeited and no substitute will be offered or permitted.

3. The Contest consists of three (3) steps: (a) Watch NH1 News at 5 for the Watch & Win word of the day; (b) Text the Watch & Win word of the day to the indicated number by 12:00 p.m. the following day; (c) Watch NH1 News at 5pm the next weekday to see if you are the lucky winner.

## **ENTRIES**

1. To participate, you must first complete at least one (1) text message to NH1 News with the correct Watch & Win word of the day. The daily Watch & Win Promotion will begin on April 20, 2015 at 5:00 p.m. ET and run each weekday until June 25, 2015 at 5:00 p.m. ET. The last prize will be awarded to an Entrant on June 26, 2015. To enter, you must text the correct word of the day to the number announced in that day's NH1 News at 5 broadcast.

2. To be eligible for a particular daily Watch & Win Game, all entries must be received by NH1 News no later than 12:00 p.m. ET on the weekday after the newscast in which the relevant word of the day is given. Proof of sending is not proof of receipt by NH1 News. NH1 News will not accept screen shots as proof of entry.

3. Limit one (1) entry per Entrant per game day/ Watch & Win Game. Each day during the Contest Promotion Period (defined below) begins at 5:00 p.m. ET and ends at 12:00 p.m. ET the next weekday. All additional entries

received from any Entrant thereafter will be null and void. Any use of robotic, repetitive, automatic, programmed, script, macro, or any other automated means or similar entry methods or agents (including, but not limited to, contest-entry services or multiple or different e-mail addresses, identities, registrations, cell phone accounts, or logins) are prohibited and will void all entries submitted by that entrant. No group submissions will be accepted.

4. Entrants who fail to provide any required information may be disqualified without further notification by NH1 News. Promotion Entities are not responsible for entries that are lost, misdirected, garbled, distorted, truncated, incomplete, illegible, incorrect or late for any reason, and all such entries are void. NH1 News reserves the right in its sole discretion to disqualify any entry at any time that in its opinion does not comply with these Official Rules. Entries become the property of NH1 News and will not be acknowledged.

## **WATCH & WIN**

1. This Promotion will begin with the 5:00 p.m. NH1 News on April 20, 2015 and end following the NH1 5 p.m. News on June 25, 2015 (the "Contest Promotion Period"). The final daily prize will be awarded in the NH1 5 p.m. News on June 26, 2015

2. Each weekday during the Contest Promotion Period, the name of one (1) Entrant whose correct entry was timely submitted (or, in the case of multiple timely submitted correct entries, randomly selected) will be announced during NH1 News at 5pm on the day following the newscast in which the relevant word of the day was announced. Subject to verification of eligibility, he/she will be declared the Daily Prize winner.

3. The actual value of the Daily Prize will be a prize, selected by NH1, worth \$100.

4. If there are any un-awarded Daily Prizes, such un-awarded Daily Prizes will revert back to NH1 News. It is possible that the Promotion may end without any prizes being awarded.

## **WINNER VERIFICATION**

1. Each winner may be required to present valid photo identification, signed affidavit or declaration of eligibility, liability release, publicity release (where legal), tax forms and/or other legal documents to NH1 News no later than ten (10) days after the announcement. NH1 News in its sole discretion may allow transmission of verification documents via fax or e-mail. Prizes will be mailed to verified winners. Please allow for three (3) to five (5) weeks after verification for delivery of prize.

2. In the event that any potential winner (a) fails to satisfy any eligibility or verification requirements herein, (b) declines to accept the prize, (c) or is otherwise determined to be ineligible, NH1 News in its discretion may disqualify that individual, in which case the corresponding Daily Prize will not be awarded.

## **PUBLICITY RELEASE**

1. By accepting a prize, each winner agrees to award NH1 News the right to publicize his or her name, photographs (including the use and appearance of winner's photograph on NH1 News' websites), likeness, biographical information, e-mail address, voice and details of winning for purposes of this and future promotions without further compensation, except where prohibited.

## **LIMITATION OF LIABILITY & DISCLAIMER OF WARRANTIES**

1. By entering, each Entrant agrees that NH1 News Network Co., WBIN TV, Mobile Express Manager, Facebook, any other company involved in the development or administration of this Promotion, and a range of subsidiaries, directors, agents, agencies, affiliates, franchisees, promoters, prize suppliers, officers, directors, employees and related persons (collectively, "Released Parties"): (a) are not responsible for technical failures of any kind, including but not limited to lost, disconnected, interrupted, or unavailable network, server, or other connections, late, lost, undeliverable, damaged or stolen mail, or for any failed telephone or computer hardware or software, or for any failed, delayed, misdirected, corrupted, or garbled transmissions or errors of any kind, whether human, mechanical, or electronic, or for entries that for any reason are not received by NH1 News by any deadline stated above; (b) are not responsible for any incorrect or inaccurate information, whether caused by entrants, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Promotion or in the printing of this offer, administration of this Promotion, or in the announcement of the prizes; (c) are not responsible for any injury or damage to any computer, modem or other electrical device as a result of participation in this Promotion or downloading of any software or materials; (d) are not responsible for unauthorized human intervention in any part of the Promotion; (e) are not responsible for any printing, typographical, technical, computer, network or human error that may occur in the administration of the Promotion, the acceptance of entries, the selection of Entrants or winners, the prizes or otherwise in any Promotion-related materials; (f) are not responsible for any unauthorized third party use of any entry; (g) are not responsible for the inability to select any Entrant or winner because of postal failure, equipment failure, or data storage failure; and (h) are released from any and all alleged, existing, or future actions, claims, and/or liabilities of whatever nature including, but not limited to, personal injury, bodily injury (including, without limitation, wrongful death and

disability), property damage, and expense (including, without limitation, reasonable attorneys' fees) and loss or damage of any other kind, arising in whole or in part directly or indirectly, from participating in the Promotion (in whole or in part), the use (including modification, adaptation, and reproduction) of entry materials during or after the Promotion, and the delivery, acceptance, possession, redemption, use, misuse, loss, or misdirection of any prize.

2. RELEASED PARTIES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE), INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. RELEASED PARTIES SHALL NOT BE LIABLE OR RESPONSIBLE FOR THOSE GUARANTEES OR WARRANTIES MADE OR OFFERED BY ADVERTISERS, PARTNERS, MANUFACTURERS OR SUPPLIERS, INCLUDING THOSE RELATED TO ANY PRIZE. UNDER NO CIRCUMSTANCES SHALL RELEASED PARTIES BE HELD RESPONSIBLE OR LIABLE FOR YOUR USE OF THE INFORMATION AND/OR PRODUCTS PROVIDED AND/OR MADE AVAILABLE THROUGH THE PROMOTION OR FOR ERRORS OR ANOMALIES RESULTING IN THE UNINTENDED OR ERRONEOUS PARTICIPATION, AWARD OF ANY PRIZE OR OTHER BENEFITS UNDER THESE OFFICIAL RULES. RELEASED PARTIES OFFER NO ASSURANCES, GUARANTEES OR WARRANTIES THAT THE PROMOTION OR RELATED WEBSITES WILL BE UNINTERRUPTED OR ERROR-FREE AND DO NOT GUARANTEE THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE PROMOTION. RELEASED PARTIES WILL NOT BE LIABLE, AND ARE NOT RESPONSIBLE, FOR DAMAGES OF ANY KIND RELATED TO YOUR PARTICIPATION IN OR INABILITY TO PARTICIPATE IN THE PROMOTION, WHETHER

THE DAMAGES ARE DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL.

3. BY ENTERING THE PROMOTION AND/OR ACCEPTING A PRIZE, YOU AGREE THAT THE RELEASED PARTIES SHALL NOT BE LIABLE FOR, AND WILL BE HELD HARMLESS BY YOU AGAINST, ANY LIABILITY FOR ANY DAMAGE, INJURY OR LOSS TO PERSON (INCLUDING DEATH) OR PROPERTY RELATED IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, TO ACCEPTANCE, POSSESSION, REDEMPTION, USE OR MISUSE OF PRIZE, PARTICIPATION IN ANY PRIZE-RELATED ACTIVITY, USE BY A RELEASED PARTY OF ANY ENTRY, PARTICIPATION IN THE PROMOTION, OR ANY OTHER CLAIM OR CAUSE OF ACTION YOU MAY HAVE AGAINST A RELEASED PARTY.

4. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU IN WHOLE OR IN PART.

## **MISCELLANEOUS**

1. NH1 News reserves the right to cancel, suspend or terminate this Promotion or any part thereof, in the event that NH1 News determines, in its sole discretion, that the security, administration, fairness and/or operation of the Promotion has been corrupted or impaired by any non-authorized intervention, network failure, information storage failure, telecommunications failure, malfunction, or any other cause beyond NH1 News' control. In such an event, NH1 News will post notice of same at the Promotion Page and select the winners by conducting a random drawing from among all non-suspect entries received prior to the suspension, cancellation or termination of the



Promotion or in such other manner as NH1 News, in its sole discretion, deems fair and appropriate under the circumstances.

2. NH1 News reserves the right to disqualify any individual from further participation in the Promotion if NH1 News concludes, in its sole discretion, that such person (a) has attempted to tamper with the entry process or other operation of the Promotion, (b) has repeatedly disregarded or has attempted to circumvent these Official Rules, or (c) has acted towards any Promotion Entity or any other Entrant in an unfair, inequitable, deliberately annoying, threatening, disrupting or harassing manner. Tampering includes attempting to enter more than the number of times permitted herein, including through the use of any prohibited device or method. Any failure by NH1 News to enforce any of these Official Rules shall not constitute a waiver of such Official Rules.

3. ANY ATTEMPT BY ANY INDIVIDUAL TO DEFRAUD, TAMPER WITH, OR DELIBERATELY UNDERMINE, THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND NBC4 RESERVES THE RIGHT TO PURSUE ANY AVAILABLE DAMAGES OR REMEDIES AGAINST SUCH INDIVIDUAL AND/OR REFER SUCH MATTERS TO LAW ENFORCEMENT FOR PROSECUTION TO THE FULLEST EXTENT PERMITTED BY LAW.

4. All activity arising out of and relating to the Promotion, including any reference to an Entrant's status as a "winner," is subject to verification and/or auditing for compliance with the Official Rules. If NH1 News determines, in its sole discretion, that verification or auditing activity evidences non-compliance of an entry and/or Entrant with the Official Rules, NH1 News reserves the right to disqualify such entry and/or Entrant from the Promotion and any prize at any time. NH1 News

reserves the right to conduct a background check on any or all potential winners and the right in its sole discretion to disqualify any individual based on such background check if NH1 News determines in its sole discretion that awarding a prize to any such individual might reflect negatively on NH1 News. Each Entrant agrees to cooperate with NH1 News and its representatives in connection with any and all verification, auditing and/or background check activities.

5. NH1 News reserves the right to correct typographical, printing or clerical errors in any promotion-related materials. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, NH1 News reserves the right to award only the stated number of prizes by a random drawing from among all legitimate, un-awarded, eligible prize claims.

## **DISPUTES**

1. By entering the Promotion, each Entrant agrees that (a) any and all disputes, claims, and causes of action arising out of or connected with the Promotion, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Promotion, but in no event attorneys' fees; and (c) under no circumstances will any Entrant be permitted to obtain any award for, and Entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages other than actual out-of-pocket expenses. Some jurisdictions do not allow for limitations on the

ability to pursue class action remedies, or certain kinds of damages, and so these limitations may not apply to you.

2. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrants or Released Parties in connection with the Promotion, shall be governed by New Hampshire law, without giving effect to any choice of law rules that would cause the application of the laws of any jurisdiction other than New Hampshire. Each Entrant expressly agrees that any legal proceedings arising out of or relating in any way to this Promotion or these Official Rules shall be brought only in the federal or state courts located in Merrimack County, New Hampshire, and each Entrant consents to the mandatory and exclusive jurisdiction in such courts with respect to any such legal proceedings.

3. In the event of any discrepancy or inconsistency between any terms or conditions of these Official Rules and any disclosures or other statements contained in any other Promotion-related materials, including but not limited to the Promotion entry forms, or point of sale, television, print, mobile or online advertising, the terms and conditions of these Official Rules shall prevail, govern and control.

4. In the event that any provision of these Official Rules is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

## **OFFICIAL RULES**

1. For a copy of the Official Rules visit the “about us” page on [NH1.com](http://NH1.com) or mail a SASE to: NH1 News Watch & Win c/o NH1 News, 4 Church st., Concord, NH 03301

## **TRADEMARKS**

1. Mobile Express Manager and Facebook are not sponsors of this Promotion. Any third party trademarks mentioned herein are the property of their respective trademark owners. The use or mention of such third party trademarks in these Official Rules or in the Promotion is solely for descriptive purposes and shall in no way imply an endorsement or sponsorship of the Promotion.

**NO PURCHASE NECESSARY.** Daily Games begin weekdays during the NH1 News at 5 PM broadcast on 4/20/15 & end with the word of the day announced in the 7/16/15 NH1 News at PM newscast. Entry deadline is 12 pm ET day after scheduled Daily Game. Open to the following New Hampshire counties: Strafford, Rockingham, Hillsboro, Merrimack, Sullivan, Cheshire, Belknap, (the “Promotion Area”), 18 and + prior 4/1/15. Excludes NH1 News, WBIN-TV and Binnie Media employees & their household/immediate family members. Limit one entry per entrant per game day. Then watch NH1 News at 5 pm the next weekday to see if you have won. Prize (1): \$100. Limit 1 prize per person. All prizes may not be awarded. Winners responsible for all taxes/costs not stated above. Other restrictions apply. For full rules visit the “about us” page on [NH1.com](http://NH1.com) or send request w/SASE to NH1 News Watch & Win c/o NH1 News, 4 Church St., Concord, NH 03301. Void where prohibited.