

## **Earth, Wind & Fire SWEEPSTAKES - OFFICIAL RULES**

1. No purchase is necessary to enter or win. A purchase will not increase your chances of winning.
2. You must be at least eighteen (18) years old and a legal resident of one of the following Ohio counties at the time of entry to enter or to win: Athens, Champaign, Clark, Coshocton, Crawford, Delaware, Fairfield, Fayette, Franklin, Guernsey, Hardin, Highland, Hocking, Noble, Knox, Licking, Logan, Madison, Marion, Morrow, Muskingum, Perry, Pickaway, Pike, Richland, Ross, Scioto or Union. Other restrictions apply.
3. Sweepstakes is subject to all federal, state and local laws. Void where prohibited by law. By entering, participants agree to these Official Rules.
4. One (1) Grand Prize Winner.
5. Limit one (1) entry per person. All sweepstakes contestants will be eligible for a chance to win Grand Prize.
6. Sweepstakes begins on June 8, 2009 and ends on June 17, 2009. Entries will be accepted starting June 8, 2009 at 12:00 a.m. EST and ending on June 17, 2009 at 11:59 a.m. EST. Drawing to determine Grand Prize Winner will be held on or about June 18, 2009.
7. The geographic scope of this promotion is the Ohio counties of Athens, Champaign, Clark, Coshocton, Crawford, Delaware, Fairfield, Fayette, Franklin, Guernsey, Hardin, Highland, Hocking, Noble, Knox, Licking, Logan, Madison, Marion, Morrow, Muskingum, Perry, Pickaway, Pike, Richland, Ross, Scioto and Union.
8. Sponsors of this Sweepstakes are Media General Operations, Inc. d/b/a WCMH, and Schottenstein Center.
9. The odds of winning depend on the number of entries received.

### **PRIZES**

10. Grand Prize (1): Four (4) tickets to Earth, Wind & Fire with Chicago at the Schottenstein Center on June 21, 2009. Approximate Retail Value ("APR"): \$244.00.
11. Grand Prize does not include incidental costs, including but not limited to parking. All details of all prizes will be determined by Sponsors in their

discretion. Tickets may be subject to additional terms and conditions. Any portion of any prize not used by any winner is forfeit and no cash substitute will be offered or permitted. All prizes being offered are provided "as is" with no warranty or guarantee either express or implied by Sponsors. Merchandise prizes carry no warranty other than that offered by manufacturers. Winners assume sole responsibility for all costs associated with the prizes not explicitly outlined above, including but not limited to any and all taxes, fees and surcharges. All federal, state and local taxes (if any) are the sole responsibility of the winners. Other restrictions apply.

12. Prizes are not transferable, substitutable, or exchangeable for cash except that WCMH 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. If any of the winners fail to meet any eligibility requirement herein, alternate winners will be chosen by random drawing to be held as soon as reasonably practicable after initial winners are determined to be ineligible. Alternate winners are subject to all eligibility requirements and restrictions of these Official Rules.

## **ELIGIBILITY**

13. No Purchase Necessary. A purchase will not increase your chances of winning.
14. All participants must be eighteen (18) years old and legal residents of one of the following Ohio counties at the time of entry: Athens, Champaign, Clark, Coshocton, Crawford, Delaware, Fairfield, Fayette, Franklin, Guernsey, Hardin, Highland, Hocking, Noble, Knox, Licking, Logan, Madison, Marion, Morrow, Muskingum, Perry, Pickaway, Pike, Richland, Ross, Scioto or Union.
15. Employees of WCMH, Media General Operations, Inc., Broadway In Columbus, and of the affiliates, subsidiaries, distributors, suppliers, franchisees, advertisers, promoters, and agents of any of these, and the immediate families (defined as spouse, parents, siblings or children) of the employees of any of these, are not eligible.

## **TO ENTER**

16. Entries will be accepted beginning June 8, 2009 at 12:00 a.m. EST and ending June 17, 2009 at 11:59 p.m. EST ("Entry Period"). To enter, visit the NBC4i.com Earth, Wind & Fire ("EWF") Contest Page on NBC4i.com by clicking on any EWF banner ad circulated throughout NBC4i.com during the Entry Period. Entrants must complete an online entry form with the following required information: (i) name, (ii) address, (iii) telephone

number, (iv) email address and (v) date of birth. Entries must include a valid e-mail address for the entrant. Participants who fail to provide any of the information required above will not be eligible to win and will not be notified by Sponsors. Entries must be received by Sponsors no later than 11:59 p.m. EST on the day preceding the Prize Drawing. All entries become the property of WCMH and will not be returned or acknowledged. All timely and correct entries will be eligible for the Grand Prize drawing.

## **GRAND PRIZE WINNER SELECTION**

17. On Thursday, June 18, 2009 at 11:00 a.m. EST, or within a reasonable time thereafter, WCMH will randomly select one name from all timely and correct entries received during the Sweepstakes Entry Period. Subject to verification of eligibility, the person whose name is so drawn will be declared the Grand Prize Winner.

## **WINNER NOTIFICATION**

18. Sponsors will contact the potential winners in accordance with the information supplied to Sponsors on their Entry Forms. Winner may be verified over the telephone at the time and may be asked to provide Sponsors with valid identification and execute an affidavit of eligibility and, where legal, a publicity release. Acceptable identification includes a valid driver's license or other valid picture ID showing name and address. Faxes will not be accepted. The winner may also be required to sign other legal documents, including tax forms and a release supplied by Sponsors which, among other disclaimers, releases Sponsors, Media General Operations, Inc., and a range of subsidiaries, directors, agents, agencies, affiliates, franchisees, promoters, officers, directors, employees and related persons from any and all liability related to this Sweepstakes and the receipt and use of the prize. If Sponsors are unable to communicate directly with a winner within two (2) days from initial attempted notification, Sponsors in their sole discretion may disqualify that winner and select an alternate winner. Alternate winners are subject to all eligibility requirements and restrictions of these Official Rules. Upon verification of eligibility, the names of winners will be posted on the WCMH website, [www.nbc4i.com](http://www.nbc4i.com).

## **MISCELLANEOUS**

19. All federal, state and local laws apply. Sponsors shall be entitled to interpret these rules as needed — including but not limited to rules regarding entries, selection of winners, deadlines, restrictions on prizes, and eligibility — and all of their decisions are final. By entering, participants agree to these Official Rules. Sponsors reserve the right to cancel, terminate or suspend this Sweepstakes or any part of this Sweepstakes should any non-authorized intervention, network failure, information storage failure, telecommunications failure, malfunction, or other causes beyond

their control, corrupt or impair the security, administration, fairness and/or operation of this Sweepstakes as determined by Sponsors in their sole discretion, at which time Sponsors will conduct a random drawing from among all non-suspect eligible entries received at the time of the Sweepstakes termination. Sponsors are not responsible for lost, interrupted, or unavailable network, server, or other connections, 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 Sponsors by the deadlines stated above. Sponsors are also not responsible for any injury or damage to any computer, modem or other electrical device as a result of participation in this sweepstakes or downloading of any software or materials. Sponsors reserve the right to correct typographical or clerical errors in any sweepstakes-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, Sponsors reserve the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

20. Sponsors reserve the right to prohibit any entrant from participating in the Sweepstakes if, at their sole discretion, Sponsors find such entrant to be tampering with the entry process or the operation of the Sweepstakes, or if such entrant repeatedly shows a disregard for, or attempts to circumvent, these Rules, or acts: (a) in a manner Sponsors determine to be not fair or equitable; (b) with an intent to annoy, threaten or harass any other entrant or Sponsors; or (c) in any other disruptive manner. Any person attempting to defraud or tamper with this Sweepstakes in any way will be ineligible for prizes and may be prosecuted to the full extent of the law. Any failure by the Sponsors to enforce any of these Rules shall not constitute a waiver of such Rules. Sponsors have neither made nor are responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any Prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose.
21. Sponsors and a range of subsidiaries, directors, agents, agencies, affiliates, franchisees, promoters, officers, directors, employees and related persons are released from any and all liability related to this Sweepstakes and the receipt and use of the prize.
22. Sponsors, their affiliates, subsidiaries or agencies will not be responsible for the inability to select winners because of postal failure, equipment failure, or data storage failure. In the event of a dispute as to the identity or eligibility of a winner based on an e-mail address, the winning entry will be declared made by the "Authorized Account Holder" of the e-mail address submitted at time of entry. "Authorized Account Holder" is defined as the natural person 18 years of age or older who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization (e.g., business, education institution, etc.)

- that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Uses of automated devices are not valid for entry.
23. For a list of winners, visit [www.nbc4i.com](http://www.nbc4i.com) or send a self-addressed stamped envelope by mail to: "EWF" Winners' List c/o WCMH, 3165 Olentangy River Road, Columbus, OH 43202 after January 20, 2009.
  24. For a copy of the Official Rules, stop by WCMH during normal business hours, visit [www.nbc4i.com](http://www.nbc4i.com), or send a self-addressed stamped envelope to: "EWF Contest" Official Rules c/o WCMH, 3165 Olentangy River Road, Columbus, OH 43202.
  25. By accepting a prize, winners agree to award Sponsors the right to publicize their names, photographs (including the use and appearance of winner's photograph on Sponsors' web pages), likenesses, biographical information, e-mail address, voices and details of winning for purposes of this and future promotions without further compensation, except where prohibited.
  26. Any person attempting to defraud or tamper with this Sweepstakes in any way will be ineligible for prizes and may be prosecuted to the full extent of the law.
  27. The information that you provide in connection with the Sweepstakes may be used by WCMH in accordance with its Privacy Policy, which is found at [www.nbc4i.com](http://www.nbc4i.com) and which may be updated from time to time.

## **DISPUTES**

28. By entering the Sweepstakes, entrants agree that (1) any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes but in no event attorneys' fees; and (3) 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 for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrants and WCMH in connection with the Sweepstakes, shall be governed by, and construed in accordance with the laws of the State of Ohio, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of Ohio. Any legal proceedings arising out of this

Sweepstakes or relating to these rules shall be instituted only in the federal or state courts located in the State of Ohio, County of Franklin and the parties consent to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these rules. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these 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.