2019 Macklemore Tickets Sweepstakes

OFFICIAL RULES

NO PURCHASE REQUIRED TO ENTER OR WIN. MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING A PRIZE. VOID WHERE PROHIBITED.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook or Twitter. Facebook and Twitter are not affiliated with the Sponsor in any way.

OVERVIEW/ SWEEPSTAKES PERIOD: The “Macklemore Tickets” Sweepstakes (the “Sweepstakes”), sponsored by KOBI-TV/NBC5 (NBC5) begins on Saturday, September 28th, 2019 at 12:01:00 a.m. Pacific Daylight Time (“PDT”) and ends on Thursday, October 3rd, 2019 at 11:59:59 p.m. PDT (the “Sweepstakes Period”). The Sweepstakes is subject to all applicable federal, state and local laws and regulations. By participating, you agree to abide by, and be bound by, these Official Rules and the decisions of the Sponsor, which shall be final and binding in all matters relating to the Sweepstakes.

ELIGIBILITY: The Sweepstakes is open to all Southern Oregon and Northern California residents within the Medford/Klamath Falls broadcast DMA (Dominate Market Area) who are 18 years or older at the time of the Contest. The DMA consists of the following counties: Jackson, Josephine, Siskiyou, Douglas, Lake, Curry, Klamath and Coos. All contestants must have a valid driver’s license to enter the Sweepstakes. The Sweepstakes is not open to the employees of KOBI-TV NBC5/KOTI-TV NBC2, (NBC5) their respective affiliates, subsidiaries and advertising or promotional agencies, or to the immediate family members of, or any persons domiciled with any such employees. For purposes of the sweepstakes, “immediate family members” are defined as a Contestant’s spouse, parents, children, siblings, grandparents and grandchildren. The Sweepstakes is also not open to employees, officers and directors of Sponsor, the artist Macklemore, William Morris Endeavor Entertainment, their respective subsidiaries, affiliates, authorized agents, sales representatives, distributors, advertising and promotional agencies, and members of the immediate families (Non-eligibility or non-compliance with any of these Official Rules will result in disqualification.

HOW TO ENTER: You may enter online during the Sweepstakes Period by going to NBC5’s Facebook Page (KOBI-TV NBC5) and commenting on the Macklemore Tickets Post pinned to the top of the Facebook page.

Limit one (1) Entry per person for the entire Sweepstakes Period.

PRIZE DRAWING: Each day at a random time from Monday, September 30th through Thursday, October 3rd, 2019, Sponsor will select five (5) potential winners of the Prize described below, in
a random drawing from among all eligible Entries, (aka “Comments,”) received during the Sweepstakes Period. Each potential winner must meet all eligibility requirements set forth in these Official Rules and comply with these Official Rules to qualify for a prize.

**PRIZE:** Twenty (20) Prizes are available to be won, each consisting of two (2) tickets to the Macklemore concert at the Bi-Mart Amphitheater in Medford, OR on October 04, 2019.

**ODDS:** The odds of winning a prize depend on the total number of eligible Entries (Comments) received during the Sweepstakes Period.

The Prizes consist only of the items described above. All other costs in connection with the Prizes, including but not limited to transportation, parking, lodging, meals, souvenirs and incidental expenses, are the responsibility of the winners.

Prizes are non-transferable; no cash redemption or other substitution allowed, in whole or in part, except as provided herein. Sponsor reserves the right to substitute a prize (or portion thereof) of equal or greater value if an advertised prize (or portion thereof) becomes unavailable for any reason, as determined by Sponsor in its sole discretion. The winners are responsible for all federal, state and/or local income taxes on their prizes. All prizes will be awarded provided they are claimed properly in accordance with these Official Rules.

Sponsor is not responsible if the concert is delayed, postponed or cancelled for any reason, or for issues arising from the operation and management of the concert. In the event the concert is cancelled or postponed, Sponsor will have no obligation to award compensation in lieu thereof.

Sponsor is not responsible if any winner or guest is denied entry into, or removed from, the event venue. Each winner and guest must obey all event venue rules and requirements including, but not limited to, the requirement to present photo identification upon arrival. Failure to do so may result in non-admission to, or removal from, the event venue, and/or forfeiture of the prize. Specific location of seating is at Sponsor’s discretion.

**CLAIMING PRIZES:** Following the Prize Drawing, Sponsor will attempt to notify the potential prize winners through their Facebook Profiles at the time of entry. No later than Friday, October 4th, 2019 at 3pm, the Prize Winner must visit the NBC5 Studios at 125 South Fir Street, Medford OR 97501 to receive the Prize in person and present proof of eligibility (including proof of minimum eligible age at time of entry and of Medford/Klamath Falls DMA residency). Birth certificate, valid state driver’s license, or state-issued identity cards are acceptable forms of proof. Each prize winner may be required to complete, sign and return an Affidavit of Eligibility, Liability Release and Publicity Release within three (3) days of receipt of prize notification. If a potential winner cannot be reached after reasonable efforts have been made (as determined by Sponsor in its discretion), if a prize notification is returned as undeliverable,
if a potential winner is determined by Sponsor to be ineligible, or if a potential winner cannot or does not comply with these Official Rules, s/he will be disqualified and, at Sponsor’s discretion, an alternate potential winner may be selected via random drawing from among the remaining eligible Entries received (time permitting).

Each winner’s guest must be eighteen (18) years of age or older, subject to the following limited exception: a guest may be a minor if s/he is the child or legal ward of the winner. Each winner’s guest may be required to sign and return a Liability/Publicity Release as a condition of accompanying the winner at the Macklemore concert. If a guest is a permissible minor in accordance with these Official Rules, the winner must sign the release for the minor.

**No more than twenty (20) Prizes of two (2) tickets each will be awarded.** If, due to a production, technical, human or other error, the number of prize notifications issued exceeds the number of prizes at the prize level, the intended number of applicable prizes will be awarded in a random drawing from among all valid recipients of such prize notifications.

The awarding of each prize is subject to the restrictions and limitations in these Official Rules, or included with the prize or furnished at the time of prize fulfillment.

If a winner is unable to accept his/her prize as described herein for any reason, the prize will be forfeited and awarded to an alternate winner in a random drawing from among the remaining eligible Entries received (time permitting).

**PUBLICITY CONSENT:** Except where prohibited, acceptance of a prize constitutes the winner’s permission for Sponsor to use his/her name, voice, biographical information (city/state), recorded image, photograph and/or likeness for purposes of advertising and trade worldwide, in commerce and in all media now known or hereafter discovered, including but not limited to social media and the internet, without further notice, permission or compensation.

**LIMITATION OF LIABILITY:** By entering, each entrant agrees to indemnify, release, defend and hold harmless the Sponsor, Bi-Mart Amphitheater, Macklemore, William Morris Endeavor Entertainment, Facebook, Twitter, US Cellular, each of their respective parent companies, affiliates, subsidiaries, authorized agents, sales representatives, distributors, and advertising and promotional agencies, and each of their respective officers, directors, shareholders, members, successors, agents, assigns and employees (collectively, the “Released Parties”) from and against any and all liability for damages or causes of action (however named or described), with respect to or arising out of: (i) entrant’s participation in the Sweepstakes; or (ii) the receipt, possession and/or use or misuse of any prize (if awarded to him/her).

**BY ENTERING, YOU AGREE, TO THE EXTENT ALLOWED BY APPLICABLE LAW, THAT IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING IN ANY WAY FROM OR IN CONNECTION WITH YOUR PARTICIPATION IN THIS SWEEPSTAKES OR ACCEPTANCE OR USE/MISUSE OF ANY PRIZE (IF AWARDED TO YOU),**
INCLUDING BUT NOT LIMITED TO TRAVEL RELATED THERETO, PARTICIPATION IN PRIZE-RELATED ACTIVITIES, AND THE CONSUMPTION OF FOOD OR BEVERAGES (ALCOHOLIC AND NON-ALCOHOLIC). SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

GENERAL CONDITIONS: The Released Parties are not responsible for: (i) electronic transmissions or Entries that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, misdirected, or not received by Sponsor for any reason; (ii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures or human error that may occur in the transmission, receipt or processing of Entries, or for deletion, theft or destruction of, unauthorized access to, or alteration of, Entries; (iii) failed or unavailable hardware, network or software; (iv) causes beyond Sponsor’s reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Sweepstakes; (v) any Entries submitted in a manner that is not expressly allowed under these Official Rules (all such Entries will be disqualified); (vi) incorrect or inaccurate entry information whether caused by entrants or by any of the equipment or programming associated with or utilized in the Sweepstakes; (vii) any typographical or other error in any printing or advertising relating to the Sweepstakes, in the administration or execution of the Sweepstakes, or in the announcement of the prize winners; (viii) damage to any person’s computer; or (ix) cheating.

If for any reason the Sweepstakes cannot be executed as planned, including but not limited to any printing, administrative, human or other error of any kind, transmission failure, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Sweepstakes, or if the Sweepstakes is compromised or becomes corrupted in any way, electronically or otherwise, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes without notice. If the Sweepstakes is terminated prior to the stated end date of the Sweepstakes Period, the Prizes will be awarded in a random drawing from among all eligible, non-suspect Entries received as of the time/date of termination.

Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with or attempts to tamper with the entry process or the operation of the Sweepstakes generally, or who acts in violation of these Official Rules. Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that term.

CAUTION: ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO DISQUALIFY AND SEEK DAMAGES
OR OTHER REMEDIES FROM ANY PERSON RESPONSIBLE FOR SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

In the event of a dispute regarding the identity of an individual who submitted an Entry, the Entry will be deemed submitted by the authorized account holder of the Facebook Profile associated with the Entry, provided such person meets the eligibility requirements for the Sweepstakes.

Each potential winner may be required to show proof of being the authorized account holder of the associated personal Facebook Page.

By accepting a prize, each winner acknowledges that the Sponsor has neither made, nor is in any manner responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to the prize or any portion thereof, including but not limited to its quality, mechanical condition or fitness for a particular purpose.

ENTRANTS’ PRIVACY: Any personally identifiable information collected in connection with an entrant’s participation in this Sweepstakes will be used by Sponsor, its affiliates, agents and marketers only for purposes of the proper administration and fulfillment of the Sweepstakes, as described in these Official Rules.

DISPUTES/VENUE/GOVERNING LAW: By participating, entrants agree that: (i) any and all disputes, claims and causes of action arising out of, or connected with, this Sweepstakes or the prizes shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal, state or local court, (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including but not limited to costs associated with entering this Sweepstakes, but in no event attorneys’ fees; and (iii) to the extent allowed by applicable law, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental and/or consequential damages and/or any other damages, other than 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, entrants’ rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Oregon, without giving effect to any choice of law or conflict of law rules (whether of Oregon or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than Oregon.

In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials or made by any of the Released Parties, and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.
SEVERABILITY: The invalidity or unenforceability of any provision of these Official 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 Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

WINNERS LIST: For the names of the prize winners, available after all winners are verified, send a self-addressed, stamped envelope to: Sweepstakes Administrator, NBC5, 125 South Fir Street, Medford, OR 97501 by Friday, October 11th, 2019.

SPONSOR: This Sweepstakes is sponsored solely by KOBI-TV/NBC5.

Any questions, comments or complaints regarding this Sweepstakes must be directed to the Sponsor only, and NOT to Facebook or Twitter.

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