

The following promotion is intended for viewing in the United States only and shall be governed by and construed in accordance with United States law. Do not proceed in this site if you are not at least 18 years of age, a legal resident of, and located within, the United States, and currently residing in WBNX-TV's viewing area in Northeast Ohio.

*“WBNX-TV AKRON RUBBERDUCKS RUBBERTA BOBBLEHEAD GIVEAWAY”*

**OFFICIAL RULES**

1. NO ENTRY FEE, PAYMENT OR PURCHASE IS NECESSARY TO ENTER.

2. HOW TO ENTER:

To enter the *“WBNX-TV AKRON RUBBERDUCKS RUBBERTA BOBBLEHEAD GIVEAWAY,”* you must have internet access. Access the WBNX-TV website at [www.wbnx.com](http://www.wbnx.com) and follow all instructions to locate the contests page and complete the online entry form, then submit the entry form. All required fields must be completed, and entry forms must be submitted.

Sweepstakes Entry Period: begins 4/1/2024 at 12:00 a.m. EST and ends 4/30/2024 at 11:59 p.m. EST. The Sweepstakes will begin and end at the times specified by the Sponsor. The Sponsor's computer is the official time-keeping device for the Sweepstakes.

Limit of one (1) entry per eligible person, per day. If multiple entries are received on the same day, only the first entry will be accepted, and additional entries will be disqualified. Multiple participants are not permitted to share the same email address. Any attempt by you to obtain more than one (1) entry per day by using multiple/different email addresses, identities, registrations or logins, or any other methods may void your entries and you may be disqualified from the sweepstakes. Entries without the complete required information will be void. Entries received outside of the Sweepstakes Entry Period will be void.

3. ELIGIBILITY: Some restrictions may apply. Entrants must be legal residents of the United States, reside in WBNX-TV's Northeast Ohio viewing area, be at least eighteen (18) years of age as of the date of entry, and have a valid Social Security number. Proof of age and legal U.S. residency may be required. Employees of WBNX-TV, Winston Broadcasting Network Inc., prize providers and their parent companies, subsidiaries, affiliates, advertising and promotion agencies, licensees, assigns, and immediate families of each (for these rules immediate family is defined as a parent, child, sibling, domestic partner or spouse) and persons living in the same household of such employees (whether related or not) are not eligible to win. No groups, clubs or organizations may enter or win prizes.

4. DRAWING: The potential winner(s) will be selected from all eligible entries received online during the Sweepstakes period in a random drawing which will be conducted on or around **5/1/2024** by the Sponsor, WBNX-TV. The odds of winning depend upon the number of eligible entries received. Sweepstakes winner(s) will be determined according to the method specified

by the Sponsor at the Sponsor's sole and exclusive discretion. All claims are subject to verification.

WBNX-TV may call the winner(s) to notify them and will send prize notification(s) and prize(s) to the winner(s) by mail or parcel service within two (2) weeks of the drawing.

If any prize or prize notification is returned as undeliverable, if any potential winner rejects their prize or in the event of non-compliance with these Official Rules, such prizes will be forfeited. Upon prize forfeiture, no compensation will be given, and the Sponsor shall have no further liability in connection with this Sweepstakes.

Neither Sponsor nor prize providers are responsible for and shall not be liable for late, lost, lost in any part, missing, damaged, misdirected mail or prizes or unsuccessful efforts to notify any winner(s).

5. PRIZE: Ten (10) Prize Winners will each receive one (1) Akron RubberDucks Rubberta bobblehead, (Approximate Retail Value of Prize Pack \$15.00 total)

(1) Prizes are non-refundable, non-transferable and subject to availability; (2) Sponsor reserves the right without notice to substitute any prize of equal or lesser value in the event of prize unavailability; (3) There are no prize substitutions, transfers or cash equivalents permitted by the winner(s); (4) Prize cannot be replaced if lost or stolen; (5) Costs greater than the prize value are the sole responsibility of a prize winner; (6) In no event will the Sponsor be obligated to award more than the stated number of prizes; (7) Neither Sponsor nor prize providers are responsible for prizes damaged in delivery or shipping; (8) Prizes are awarded 'as is' with no guarantees or warranties as to use, merchantability, or fitness for a specific purpose, and neither Sponsor nor prize providers are responsible for defective prizes, damaged, or prizes that are in non-working order (9) Some restrictions may apply;

Neither the Sponsor nor prize providers are responsible if any prize cannot be awarded or redeemed due to strikes, closures, cancellations, partial closures, delays or interruptions due to acts of God, acts of war, natural disasters, weather, economic failure, force majeure, pandemic, or acts of terrorism or for any other reason beyond control.

Neither Sponsor nor prize providers shall be liable to any winner or any other person for failure to supply a prize or any part thereof, by reason of any acts of God, disease, restrictive governmental laws or regulations, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, natural disasters, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond Sponsor's sole control.

Neither the Sponsor nor any other entity referenced in Paragraph 3 above is responsible for the inability of a Prize Winner to accept the prize for any reason.

6. CONDITIONS OF PARTICIPATION: Void where prohibited or otherwise restricted by law. By entering or accepting a prize in this Sweepstakes, a winner agrees to be bound by these Official Rules, and to comply with all Federal, State, and Local laws and regulations.

All State, Local, Federal and or other taxes, duties, licenses, registrations, tariffs, title fees, licensing fees, or other fees or expenses for prizes awarded in any Sweepstakes become the sole responsibility of the winner.

All those who win a prize or prizes valued \$600 or more in any given year will be issued an IRS Form 1099 to report their winnings.

By entering, accepting a prize, and/or participating in this Sweepstakes, entrants and the Prize Winner agrees to release and hold harmless the parties listed above, all sponsors, all prize providers and all of the mentioned parties' directors, executives, parent companies, affiliates, subsidiaries, officers, attorneys, employees, and agents from any and all claims arising from the execution of and involvement with the Sweepstakes including without limitation, personal injury, death, property damage, and claims based on publicity rights, defamation, or invasion of privacy, damage, injury, loss, misfortune or other liability of any kind that may arise from or in connection with his/her acceptance of the Prize, possession or use of the Prize, or his/her participation in this Sweepstakes, or from injury or damage to any person's computer or property related to or resulting from participating in or experiencing any materials in connection with the promotion, or from any misuse or malfunction of any prize awarded.

Except where prohibited by law, by entering this Sweepstakes, you consent to (i) the use of your name, voice, picture, likeness and biographical data and/or any other information contained in your entry in advertising, promotional and marketing materials by the Sponsors and the Sponsors' and/or prize provider related entities worldwide in all media now known or hereafter discovered or devised (including, without limitation, Sponsor's and Sponsor related entities' web sites) without additional compensation, notice, approval or review and (ii) the modification, editing, adaptation, electronic alteration, use, assignment and/or disposal of on-line entries however Sponsor sees fit and for any purpose without any notice or compensation to you or any third parties. You acknowledge that if you are chosen as a Prize Winner, certain of your personally identifying information may be disclosed to third parties at least as required by law, including, without limitation, on a Winner's List.

7. SPONSOR INFORMATION: WBNX-TV (Winston Broadcasting Network, Inc.), 2690 State Road, Cuyahoga Falls, OH 44223.

8. Privacy Statement Regarding the Use of Data Collected Through Sweepstakes and Contest Entry Forms:

A. The Privacy Statement hereinafter set forth applies to the following parties: WBNX-TV WINSTON BROADCASTING NETWORK, INC.

B. All parties assert that any data containing personal information about entrants that is collected through this promotion will not be intentionally released to any party other than the Sponsor. "Personal information" means identifying information about an individual collected online, including: 1. A first and last name 2. A home or other physical address, including street name and name of a city or town 3. An email or other online contact information, including but not limited to an instant messaging user identifier, or a screen name that reveals an individual's email address 4. A telephone number 5. A social security number where applicable or necessary 6. A persistent identifier, such as a customer number held in a cookie or a processor serial number, where such identifier is associated with individually identifiable information or a combination of a last name or photograph of the individual with other information such that the combination permits physical or online contacting; or 7. Birthdate and Age 8. Information concerning a child or the parents of a child under 13 that is collected online from the child will be destroyed and be ineligible as an entry.

C. Each party identified in paragraph 8A, herein will receive such personal information concerning the Prize Winner as is necessary in connection with the awarding of the Prize.

9. Miscellaneous: Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process and Sponsor further reserves the right, in its sole discretion, to cancel, modify or suspend this Sweepstakes if for any reason the Sweepstakes is not capable of running as planned, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of Sponsor which corrupt, impair or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes.

Neither Sponsor nor other partners, prize provider, parent companies, directors or employees are responsible for lost, late, mutilated, illegible, unintelligible, altered, duplicated, tampered with, forged, cut, torn, or incomplete entries, nor for those that contain printing, typographical, mechanical or other errors, or for postage due or misdirected mail claims.

Neither Sponsor nor other partners, prize provider, parent companies, directors or employees are responsible for incorrect announcements of any kind, any errors resulting in omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry information by WBNX on account of technical

problems or traffic congestion on the Internet or at the website or any combination thereof.

In the event of a dispute over the identity of an online entrant, entry will be deemed submitted by the holder of the email account. All entries are the property of WBNX-TV. All entry blanks, forms, devices, and materials gathered during the course of entry, as well as all information contained on or within, shall become the sole property of Sponsor to be used, disposed of or destroyed in its sole discretion.

The Sponsor is not responsible for any incorrect or inaccurate information entered by website users, and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to WBNX-TV's website. The Sponsor is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email entry to be received by WBNX-TV due to technical problems or traffic congestion on the Internet or at the website, or any combination thereof, including injury or damage to the entrant's or any other person's computer related to or resulting from entering this sweepstakes. CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE PERPETRATOR(S) WILL BE PROSECUTED AND WBNX RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

10. Limit one prize per person and household within a time period of ninety (90) days. A person cannot win if he/she has already won a WBNX-TV Sweepstakes or contest within the last ninety (90) days; if he/she has won within the last 90 days; an alternate prize winner will be selected. If an alternate prize winner cannot be selected (for example, in the case of call & win), the prize(s) will be used by WBNX-TV for future sweepstakes or promotions.

11. List of Winners: For a list of prize winners, mail a self-addressed stamped envelope between 5/1/2024 to 7/30/2024: WBNX-TV, Attn: "WBNX-TV AKRON RUBBERDUCKS RUBBERTA BOBBLEHEAD GIVEAWAY" List Request, WBNX-TV, 2690 State Road, Cuyahoga Falls, OH 44223.