

**“NBC 13 HD Wilderness at the Smokies Get-A-Way”**  
**OFFICIAL RULES**

1. **NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**
2. The NBC 13 HD is sponsored by Media General Operations, Inc. d/b/a NBC 13 HD, WVTM-TV (the “Station”), Wilderness at the Smokies (collectively “Sponsor”) and administered by the Station. The geographic scope of this promotion is the following counties in Alabama: Jefferson, Shelby, Walker, Blount, Etowah, St. Clair, Bibb, Chilton, Calhoun, Talladega, Clay, Coosa, Cullman, Winston, Marion, Fayette, Tuscaloosa, Hale, Pickens and Greene.
3. Sweepstakes is subject to all federal, state and local laws. Void where prohibited by law. By entering, participants agree to these Official Rules. Limit one (1) entry per household.
4. Sweepstakes begins on Monday, March 15<sup>th</sup>, 2010 and ends on Sunday, April 9, 2010. Entry deadline Sunday, April 9, 2010 at 12:00 midnight CT.

**ELIGIBILITY**

5. All participants must be nineteen (19) years old and legal residents of any the following counties in Alabama at the time of entry: Jefferson, Shelby, Walker, Blount, Etowah, St. Clair, Bibb, Chilton, Calhoun, Talladega, Clay, Coosa, Cullman, Winston, Marion, Fayette, Tuscaloosa, Hale, Pickens and Greene.
6. Employees of Media General Operations, Inc. d/b/a NBC 13 HD, WVTM-TV, Wilderness at the Smokies 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 or win.

**PRIZES**

7. A certificate for a two-night stay for a Family of Four to Wilderness at the Smokies, Sevierville, Tennessee. Nights are redeemable from Sunday through Thursday only. Reservations must be made before January 26, 2011. The Average Retail Value of the prize is \$498.00, which includes all taxes, plus 4 passes to the Wilderness at the Smokies Water Park.
8. The odds of winning depend on the number of entries received.

## PRIZE RESTRICTIONS

9. All details of all prizes shall be at Station's sole discretion. Winner assumes sole responsibility for all costs associated with the prizes not explicitly outlined above. All federal, state and local taxes (if any) are the sole responsibility of the winner.
10. Prizes are not redeemable for cash and may not be sold or bartered. Prizes may not be transferred or substituted except that Station 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.
11. 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. Sponsor has neither made nor is 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. Other restrictions apply.

## TO ENTER

12. Entries will be accepted beginning March 15, 2010 at 12:00 Noon CT and ending April 11, 2010, 12:00 midnight CT ("Entry Period"). There are two ways to enter:
  - a. Visit [www.nbc13.com](http://www.nbc13.com) enter keyword; *CONTESTS* and complete an entry form; or
  - b. Hand-print a postcard or 3x5 card with your name, address, telephone number and e-mail address and mail it to Wilderness at the Smokies Contest, NBC 13 HD, WVTM-TV, 1732 Valley View Drive, Birmingham AL 35209.
13. Entrants will see a web page confirming the entry after submission. Online entries must include a valid e-mail address for the entrant. 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 19 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.

14. To be eligible for the drawing, all entries (regardless of the method of entry) must be received by Station no later than 12:00 midnight CT on Sunday, April 11, 2010 . Participants who fail to provide the required information will not be eligible to win and will not be notified by Station. All Entry Forms become the property of Station and will not be returned or acknowledged.
15. The information that you provide in connection with the Sweepstakes may be used by the Station in accordance with its Privacy Policy, which is found at [www.nbc13.com](http://www.nbc13.com) and which may be updated from time to time.

### **PRIZE DRAWINGS**

16. On Monday, April 12, 2010. Four (4) winners will be randomly drawn from all timely entries received. Subject to verification of eligibility, the person whose name is so drawn will be declared a Prize Winner.

### **WINNER NOTIFICATION**

17. Station will contact the potential the in accordance with the information supplied to Station on his or her Entry Forms. Winner may be verified over the telephone at the time and may be asked to provide Station 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. The winners may also be required to sign other legal documents, including tax forms and a release supplied by Station which, among other disclaimers, releases Sponsor 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. Upon verification of eligibility, prizes will be available for the winners to pick up at the station and their names may be posted on the Station's website at [www.nbc13.com](http://www.nbc13.com).
18. In the event that the potential winner (a) cannot be contacted directly by Station within two (2) days from initial attempted notification, (b) fails to satisfy any eligibility or verification requirement herein, (c) declines to accept the prize, (d) or is otherwise determined to be ineligible, Station may in its discretion disqualify that individual and an alternate winner will be chosen by random drawing to be held as soon as reasonably practicable after initial winner is determined to be ineligible. Alternate winners are subject to all eligibility requirements and restrictions of these Official Rules.

### **PUBLICITY RELEASE**

19. By accepting a prize, winners agree to award Station the right to publicize their names, photographs (including the use and appearance of winner's photograph on Station's web page), likenesses, biographical information, e-mail address, voices and details of winning for purposes of this and future promotions without further compensation, except where prohibited.

#### **LIMITATION OF LIABILITY/DISCLAIMER OF LIABILITY**

20. Entrants agree that Media General Operations, Inc. d/b/a NBC 13 HD, WVTM-TV; Wilderness at the Smokies and the range of subsidiaries, directors, agents, agencies, affiliates, franchisees, promoters, officers, directors, employees and related persons (hereinafter ("Released Parties")) (a) 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 Station by the deadlines stated above; (b) are 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; (c) are released from any and all liability related to this Sweepstakes and the receipt and use of the prize; and (d) will not be responsible for the inability to select winners because of postal failure, equipment failure, or data storage failure.

#### **MISCELLANEOUS**

21. All federal, state and local laws apply. Station 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 its decisions are final. By entering, participants agree to these Official Rules.
22. Station reserves 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 its control, corrupt or impair the security, administration, fairness and/or operation of this Sweepstakes as determined by Station in its sole discretion, at which time, Station will conduct a random drawing from among all non-suspect eligible entries received at the time of the Sweepstakes termination.
23. Station reserves the right to prohibit any entrant from participating in the Sweepstakes if, at its sole discretion, Station finds 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 Station determines to be not fair or equitable; (b) with an intent to annoy, threaten or harass any other entrant or Sponsor; 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 Station to enforce any of these Rules shall not constitute a waiver of such Rules.

24. Station reserves 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, Station reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

## **DISPUTES**

25. By entering the Sweepstakes, entrants agree that (a) 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; (b) 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 (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 for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.
26. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrants and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with the laws of the State of Alabama, 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 Alabama. 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 Alabama, County of Jefferson 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.

## **WINNER'S LIST/OFFICIAL RULES COPY/NAME REMOVAL LIST**

27. For a list of winners or a copy of the Official Rules, stop by the Station, visit [www.nbc13.com](http://www.nbc13.com) or mail a self-addressed stamped envelope to: "NBC 13 HD Wilderness at the Smokies Get-A-Way" c/o NBC 13 HD, WVTM-TV, 1732 Valley View Drive, Birmingham AL 35209, specifying either "Winners' List Request" or "Official Rules Request." Winners' List will be available April 19, 2010.