

01/30/2020

**2020 Hot Wheels Monster Trucks Live/Pigeon Forge Sweepstakes  
OFFICIAL RULES**

**1. Sweepstakes Description.** The 2020 Hot Wheels Monster Trucks Live/Pigeon Forge Sweepstakes (“Sweepstakes”) is offered and sponsored by, Raycom Legacy Content Company, 1900 West Morehead Street, Charlotte, NC 28208 and Pigeon Forge Department of Tourism, 1950 Parkway, Pigeon Forge, TN 37863 (together and separately, “Sponsor”), Sweepstakes entry period begins at 12:00pm EST on 2/8/20 and ends at 11:59pm EST on 10/15/20 (the “Entry Period”). Sponsor’s computer is the official time-keeping device for the sweepstakes. Following the Entry Period, one Prize will be awarded. To be eligible for this prize, entries must be received during the Entry Period. This Sweepstakes is void where prohibited and subject to all local, state, and federal laws and regulations. By entering this Sweepstakes, you agree to be bound by these Official Rules and all decisions of the Sponsors.

**2. Eligibility. NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.** A purchase will not increase your chance of winning. The Contest is open to legal residents of the fifty (50) United States and the District of Columbia who are at least the age of majority in their state of primary residence as of the date of their entry. Void where taxed, restricted, or prohibited by law. Employees of Pigeon Forge Department of Tourism, Raycom Legacy Content Company, or any of their subsidiaries, affiliates, parent companies, advertising, promotion or any other agencies or entities involved with this Sweepstakes (collectively the “Promotion Entities”) and members of their immediate families, (biological, step or in-law) including parent, grandparent, child, sibling or spouse of any of the foregoing (regardless of where they live) or households of any of the above, whether related or not, are NOT eligible to participate or win a prize.

**3. How to Enter.**

All those who wish to enter can do so at any time during the Entry Period via <https://hotwheelsmonstertruckslive.com/pigeonforge/> (the “Page”). Once on the Page, the Entrant must provide all the required information requested on the Official Entry Form (the “Entry”), including valid email address and complete name (first and last, no initials). Each eligible person that enters the Sweepstakes shall be referred to hereinafter as “Entrant.”

Only one (1) Entry per email address will be qualified as eligible.

No other methods of Entry will be accepted. Entries will not be acknowledged or returned. By entering this promotion, Entrant agrees that Sponsors of this promotion may provide entrant with promotional materials and may release entrant’s personally identifiable registration information to other Sponsors for that purpose. Entrants can read Raycom Legacy Content Company’s Privacy Policy at the following link: <http://bit.ly/1oKEGnt>.

Sponsors are not responsible for the use of Entrant's personally identifiable information by the other Sponsors. Entries generated by automated means are void.

For online entries, the authorized account holder of the e-mail address submitted at time of entry will be considered the Entrant. An "authorized account holder" shall mean the natural person assigned to such e-mail account by the Internet access provider, online service provider, or other organization responsible for assigning e-mail addresses for the domain associated with such e-mail account. A potential winner may be requested to provide proof that he or she is the authorized account holder of the e-mail address associated with a winning entry. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter, Instagram or any other social network or platform. You understand that you are providing your information to Sponsors, and not to Facebook, Twitter, Instagram or other social network or platform.

**4. Selection of Winner.** On Friday, October 16, 2020 at or about 10:00 a.m. ET, one Prize winner will be selected at random from the qualified Entries using an independent auto-generated selection process to determine the potential prize winners for the Sweepstakes (the "Winner").

A potential Winner must comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements, including but not limited to those set forth in Section 7 below.

#### **5. Prize(s).**

One (1) **Prize** winner will be **awarded on 10/16/20**.

Prize will consist of:

- Lodging: Four (4) nights double occupancy lodging at Pigeon Forge premium hotel, as selected by Sponsor in its sole discretion based on availability. Such stay must be complete by April 30, 2021 [Estimated retail value: \$800]
- Four (4) Dollywood Passes: [Estimated retail value: \$316]
- One (1) Pigeon Forge VIP Pass, valid for the dates of travel as selected above. The VIP Pass provides free access for two adults and two children to participating attractions and activities, which are subject to change but currently include: Alcatraz East Crime Museum, Coaster at Goats on the Roof, Comedy Barn Theater, Country Tonite Theatre, Flyaway Indoor Skydiving, Great Smoky Mountain Wheel, Hollywood Wax Museum, Island Ropes Course, Magic Beyond Belief, MagiQuest, Outdoor Gravity Park Pigeon Forge, Paula Deen's Lumberjack Feud Show, Pigeon Forge Snow, Rafting in the Smokies, Smoky Mountain Opry, Titanic Museum Attraction, Tomb: Egyptian Adventure, The Track Family Fun Park, Wonders of Magic and WonderWorks. Estimated retail value: \$3,050
- Visa Gift Card: \$250

Estimated total retail value of the Prize package is (\$4,416)

Certain blackout periods and time limitations may apply, specifically during holidays and special events. All prize package elements are subject to availability.

All other expenses not specifically mentioned herein (including, but not limited to, transportation to and from the event, parking at the event, etc.) are solely the responsibility of the Winner. If the Prize is refused or the Winner selected is not eligible, it will be forfeited, in Sponsors' sole discretion, and may be awarded to an alternate. No more than the number of prizes advertised herein will be awarded. Prizes are not transferable to cash or another person.

The Sponsor reserves the right to substitute any of the prizes or any portion thereof for a prize of at least equal value in the event of unavailability, Act of God or for any reason whatsoever. The Sponsor is not responsible if the Prize is lost, stolen or mutilated and the Prize will not be replaced. The value of the Prize may be taxable as income; Winner is responsible for any applicable taxes. All taxes, fees, duties and surcharges on the Prize and/or the redemption thereof are the sole responsibility of the Winner. Winner and guest agree to indemnify, defend and hold harmless the Sponsor, Promotion Entities, and their respective parent, officers, directors, employees and agents from and against any liability for such taxes.

ALL PRIZES ARE AWARDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).

**6. Odds of Winning.** Odds of winning depend upon the number of eligible Entries received.

**7. Prize Redemption.** A selected Entrant will be notified by e-mail via the e-mail address provided in their Entry. The e-mail will be deemed to have been received after 24 hours from the time of sending. The selected Entrant will then have 48 hours to respond by following the instructions provided in the e-mail. Within the initial e-mail, the selected Entrant will be provided with the Sponsor's declaration and release form, confirming compliance with the Rules and releasing the Sponsors, Promotion Entities and their respective affiliates, and respective advertising and promotional agencies from all liability as well as W-9 and other applicable tax forms ("Sweepstakes Forms"). The Sweepstakes Forms must be completed and returned to the Sponsor within two (2) days of it having been sent. A potential Winner is not an official and confirmed Winner until he/she has completed, signed and returned all required Sweepstakes Forms. If the selected Entrant cannot be contacted, fails to complete, sign and return the Sweepstakes Forms within the time frames stated in this paragraph he or she will be disqualified and an alternate Entrant may, at the sole discretion of the Sponsors, be selected in his or her place from among all remaining Entries submitted during the Entry Period. The Promotion Entities are not responsible for late, lost, stolen, delayed, illegible, incomplete, destroyed, misdirected or unsuccessful Sweepstakes Forms or efforts to notify selected Entrant. The Prize (and any

components) must be accepted as awarded in the name of the Winner and may not be transferred or assigned prior to pick-up, or exchanged and has no cash surrender value in whole or in part.

Winner will be solely responsible for any and all local, state and federal taxes, transportation costs and other items of an incidental nature. Sponsor will report any individual's winnings over \$600 (in case or fair market value of goods or services) in a one-year period to the Internal Revenue Service. Winner will receive a Form 1099 from Sponsor. Winner must agree to provide required personal information to the Sponsor in order to generate tax documents, if required.

**8. Release.** By participating, Entrants agree (a) they have complied and to be bound by these Official Rules; and (b) to release the Promotion Entities and each of their respective officers, directors, employees and agents from any and all liability, loss or damage incurred with respect to their participation in this promotion and to the awarding, receipt, possession and use or misuse of a prize; and (c) agree to use of his/her name, voice, likeness, biography, opinions, and city of residence for advertising, publicity and promotional purposes in any media worldwide without compensation (unless prohibited by law); and (d) the Promotion Entities may provide Entrant with promotional materials. Taxes on the Prize, if any, are the sole responsibility of Winner. The Prize cannot be transferred, assigned or redeemed for cash or substituted except at Sponsor's sole discretion, or as provided herein. All federal, state and local laws and regulations apply.

**9. Limitations of Liability.** Each Entrant, as a condition of participating, releases and agrees to indemnify and hold harmless the Promotion Entities and all of their respective directors, officers, employees, representatives, agents, successors and assigns from any and all claims, demands, liability, judgments, fines, costs, or expenses (as well as reasonable attorney's fees), including but not limited to any and all claims of personal injury, loss or damage of any kind to person(s), including death, and property, invasion of privacy or transfer of personally identifiable information, merchantability or fitness of the Prize for any specific purpose, and/or breach of contract, arising in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of a prize or participation in any Sweepstakes related activity or prize-related travel, or participation in this Sweepstakes.

The Promotion Entities are not responsible for any incorrect or inaccurate information or for any faulty or failed electronic data transmissions, lost, late, damage, misdirected Entries, incomplete or inaccurate capture of Entry information (regardless of cause). Sponsor is not responsible for contacting any Entrant if that Entrant has changed contact information and failed to provide Sponsor with the proper contact information when such information is required. If, for any reason, the Sweepstakes is not capable of running as planned for any reason which Sponsor, in its sole opinion, deems could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes and/or these Official Rules, in whole or in part, and if possible, to select the contestants from Entries received prior to the action taken or as otherwise may be deemed fair and appropriate by Sponsor.

Sponsor reserves the right at its sole discretion to disqualify any individual found to be tampering with the entry process or the operation of this Sweepstakes; or to be acting in any manner deemed by Sponsor to be in violation of the Official Rules; or to be acting in any manner deemed by Sponsor to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person or interfere in any manner with any aspect or portion of this Sweepstakes. Any use of robotic, automatic, macro, programmed, copied, or like entry methods, will void all such Entries by any methods, and will disqualify any Entrant using such methods. Additionally, Sponsor reserves the right to prosecute any fraudulent activities to the full extent of the law.

These Official Rules are subject to modification by Sponsors. In the event of a dispute, all decisions made by Sponsors are final and binding.

IN NO EVENT WILL SPONSOR, ANY PARTICIPATING PROMOTIONAL COMPANIES OR PRIZE PROVIDERS, OR THEIR RESPECTIVE PARENTS, AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, THEIR ADVERTISING OR PROMOTION AGENCIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS AND ASSIGNS BE LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

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

**10. Arbitration/Choice of Law.** Except where prohibited, Entrants in this Sweepstakes agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, or the administration of the Sweepstakes or the determination of the Winner, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration, to take place in Charlotte, North Carolina pursuant to the Rules of the American Arbitration Association, the effective, (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys' fees; and (3) under no circumstance will an Entrant be permitted to obtain awards for and Entrants hereby waive all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrant(s) and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of California without regard to conflicts of law doctrine.

**11. Winner's List.** For the name of the Winner, send a self-addressed stamped, #10 envelope to: 2020 Hot Wheels Monster Trucks Live / Pigeon Forge Sweepstakes Winner

Request, 1900 W. Morehead Street, Charlotte, NC 28208. Requests for Winner's List must be received by 12/15/20.