

# OFFICIAL RULES

## WGEM-PEPSI SELFIE SCOREBOARD CHALLENGE

**NO PURCHASE NECESSARY. PURCHASE DOES NOT IMPROVE CHANCE OF WINNING. GAME IS GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS.**

**Game:** WGEM Selfie Scoreboard

**Sponsor:** Refreshment Services Pepsi

WGEM; c/o Quincy Broadcasting, Inc.; 513 Hampshire; Quincy, IL 62301

**Minimum Age:** Entrants must be in high school or older

**Eligible States:** Open to legal residents of the following counties and those counties immediately adjacent thereto:

In Illinois: Adams, Brown, Hancock, McDonough, Pike, Schuyler and Scott

In Iowa: Lee

In Missouri: Clark, Knox, Lewis, Marion, Monroe, Pike and Shelby.

VOID ELSEWHERE AND WHERE PROHIBITED.

### **ADDRESSES:**

**Website:** [www.wgem.com](http://www.wgem.com)

**Winners List Address:** WGEM; 513 Hampshire; Quincy, IL 62301 c/o WGEM SportsCenter

### **DATES:**

**Game Period:** August 2017 through October 2017

### **DAILY PRIZES:**

Weekly prizes donated by Refreshment Services Pepsi (Soda, Tea, Energy Drinks) that will be given away Tuesday mornings during WGEM SportsCenter

### **GRAND PRIZES:**

No Grand Prize will be given away

**LIMIT ON PRIZES:** Limit of one weekly prize allowed per person/household per contest period.

Odds of winning are based on the total entries received during each individual week during the Game Period.

**THE FOLLOWING TERMS AND CONDITIONS APPLY TO THE GAME AND ARE PART OF THE FULL OFFICIAL RULES.**

**NO PURCHASE NECESSARY. VOID OUTSIDE ELIGIBLE STATES AND WHERE PROHIBITED. PURCHASE DOES NOT IMPROVE CHANCE OF WINNING. GAME GOVERNED BY THE LAWS OF ILLINOIS. ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS APPLY.**

**ELIGIBILITY:** To enter you must be a legal resident of the United States residing in one of the Eligible States and meet at least the Minimum Age. You are also not eligible if you or any member of your immediate family or household (whether or not related) is an employee, officer or director of either of the sponsors listed above. "Immediate family" means parents, children, stepparents, stepchildren, siblings, stepsiblings and spouses, whether or not living at the same residence.

**PRIZE DETERMINATION:** One (1) weekly winner will be determined via drawing by WGEM SportsCenter on August 29, September 4,11,18,25, October 3,10,17,24. Winner will be drawn by Josh and Broc on air and will have to come down to the station to claim their prize. Drawing will come from the database of selfies that were submitted during local sporting events that week. Selfies can be submitted by using #selfiescoreboard when posting on social media sites or by sending them to [sendit@wgem.com](mailto:sendit@wgem.com).

**GENERAL CONDITIONS:** By participating, you accept and agree to abide by the Official Rules and all decisions of Sponsor and its judging and administration organizations, which are final and legally binding in all respects. No substitution or transfer to a third party of all or any part of prize permitted. If, for any reason, a prize cannot be awarded or winner is not capable of redeeming a prize, Sponsor is not obligated to award it and Sponsor reserves the right, in its sole discretion, whether or not to substitute the prize (or portion of prize) with a prize of comparable or greater value or cash value. Sponsor further reserves the right for any reason, in its sole discretion, to award the cash value of a prize in lieu of awarding the stated prize. If, for any reason, more prizes are available or claimed than the stated number, Sponsor reserves the right to randomly draw winners from eligible prize claimants in such prize category. Any difference between the stated value and actual value will not be awarded. Winners are solely responsible for all federal, state and local taxes, if any, on prizes and any expenses not specifically awarded in the Official Rules. Non-compliance with these Official Rules may result in disqualification. You are not a winner unless and until (A) your entry is received (upon Sponsor's request), (B) you have fully complied with the Official Rules and (C) all verification and award processes have been completed. Acceptance of prize constitutes permission for Sponsor and its designees to use winner's name and/or likeness for purposes of advertising and promotion in any medium, without further compensation, except as prohibited by law.

**RELEASE OF LIABILITY:** BY ENTERING THE GAME, YOU HEREBY AGREE THAT IN NO EVENT WILL SPONSOR OR ANY OTHER RELEASEE BE RESPONSIBLE OR LIABLE FOR, AND YOU HEREBY RELEASE THEM FROM, ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LOSSES, COSTS, EXPENSE OR LIABILITY OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, PERSONAL INJURIES AND/OR DEATH, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, AND COUNSEL FEES AND COURT COSTS) ARISING OR RESULTING FROM ANYTHING RELATING TO:

- THE PRODUCTION, GAME, ADMINISTRATION OR EXECUTION OF THE GAME (OR YOUR PARTICIPATION IN IT);
- CANCELLATION, MODIFICATION OR RESCHEDULING OF ANY ASPECT OF THE GAME;
- USE OF ANY WEB SITE(S) RELATED TO THE GAME OR MATERIALS ON THE WEB SITE;
- ACCEPTANCE, POSSESSION, USE, MISUSE, OR NONUSE OF THE PRIZE; OR
- PARTICIPATING IN OR TRAVELING TO ANY GAME-RELATED ACTIVITY.

**“RELEASEES”** MEANS SPONSOR, ALL GAME PARTIES, GAME PROVIDERS AND ALL OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, SHAREHOLDERS, DIRECTORS AND AGENTS.

**LIMITATIONS:** Neither Sponsor nor any other Releasee is responsible for:

- lost, late, damaged, incomplete, illegible, stolen, misdirected, or postage due mail, shipping or email;
- any website, computer, telephone, satellite, cable, network, Internet or other equipment, electronics, software, service, transmission, connection, processing or other errors, failures, congestion, accessibility or availability issues, or any injury or damage to entrant's or any other person's computer related to or resulting from participation in downloading any materials in this Sweepstakes, or any other technical or other error or malfunction or any kind;
- unauthorized access, tampering, hacking, theft or destruction; or
- other technical or human error in the receipt or processing of entries, game piece requests or other submissions (whether to or from) or otherwise related to the production, promotion, administration or execution of the Game.

Sponsor is not responsible for printing or typographical errors in any contest-related material. If by reason of a printing or other error, more prizes are claimed than the number set forth in these Official Rules, all persons making purportedly valid claims will be included in a random drawing to award the advertised number of prizes available in the prize category in question. No more than the advertised number of prizes will be awarded.

**TAMPERING/VIOLATIONS/DISRUPTION:** Sponsor may, in its sole determination, disqualify any person it believes may be tampering with the entry or other operation of the Game or acting in violation of the Official Rules, in a non-sportsmanlike or disruptive manner or with intent to annoy, abuse, threaten or harass any other person. Sponsor reserves the right to void all entries made through any robotic, automatic, mechanical, programmed or similar entry duplication method and to disqualify any individual using such a method. If for any reason this Sweepstakes is not capable of running as planned, or if this Sweepstakes or any Website associated therewith (or any portion thereof) becomes corrupted or does not allow the proper playing of the Sweepstakes and processing of entries per these rules, or if infection by computer virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes, in Sponsor's sole opinion, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, Sponsor reserves the right, at its sole discretion, to disqualify any individual implicated in such action, and/or to cancel, terminate, modify or suspend this Sweepstakes. In the event this Sweepstakes is cancelled, Sponsor reserves the right to conduct a random drawing to award the prizes from among all eligible, non-suspect, entries received prior to the time of the action or event warranting such cancellation.

**CAUTION:** ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE GAME IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON OR ENTITY TO THE FULLEST EXTENT PERMITTED BY LAW.

**CANCELLATION/MODIFICATION:** Sponsor may, in its sole discretion, cancel, terminate, modify or suspend the Game if the Game is not capable of running as Sponsor planned for any reason (including, but not limited to, due to tampering, unauthorized intervention, computer virus, fraud, technical or human error or any other causes which Sponsor, in its sole opinion, deems could corrupt or affect the administration, security, fairness, integrity or intended conduct of this Game). Should the Game be terminated prior to the stated expiration time, Sponsor reserves the right to award prizes based on the entries received before the termination date.

**EMAIL ACCOUNT HOLDER:** If the holder of an email account is disputed, entry will be deemed made by the natural person who is assigned to the e-mail address by the internet access provider, online service provider or other organization (e.g., business, school, etc.) that assigns e-mail addresses for the domain associated with the e-mail address. A potential winner may be requested to provide the Sponsor with proof that the potential winner is the authorized account holder of the e-mail address associated with the winning entry. If a dispute cannot be resolved to Sponsor's satisfaction, the entry will be deemed ineligible.

**NO PRIZE WARRANTY:** WITHOUT LIMITING THE FOREGOING, ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR OF IMPLIED WARRANTIES. CHECK YOUR LOCAL LAWS. SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY.

**DISPUTES:** GAME IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS. IF NOT RESOLVED THROUGH DIRECT DISCUSSIONS, ANY CLAIM SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION WITH AN EXPERIENCED ARBITRATOR LICENSED TO PRACTICE LAW IN ILLINOIS. FORUM AND VENUE FOR ANY ARBITRATION PROCEEDINGS WILL BE IN ADAMS COUNTY, ILLINOIS. THE REMEDY FOR ANY CLAIM SHALL BE SUBJECT TO ALL LIMITATIONS AND RELEASES SET FORTH IN THESE RULES, BE LIMITED TO ACTUAL OUT OF POCKET DAMAGES, AND SHALL NOT, IN ANY EVENT, INCLUDE ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, ATTORNEY'S FEES OR COSTS OF BRINGING A CLAIM, OR ANY INJUNCTIVE OR OTHER EQUITABLE RELIEF. ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THE SWEEPSTAKES, OR ANY PRIZES AWARDED, SHALL BE RESOLVED INDIVIDUALLY WITHOUT RESORT TO ANY FORM OF CLASS ACTION.

**GAME ADMINISTRATION:** Quincy Broadcasting, Inc. (d/b/a WGEM) is responsible for the collection, submission and processing of entries and the overall administration and execution of the Game. Entrants should look solely to Quincy Broadcasting, Inc. at its above address with any questions, comments or problems related to the Game.

**WINNERS LIST:** For a list of winners, mail a self-addressed stamped envelope to Winners List Address above. Mail must be received by the Winners List Request Deadline. List will be sent once all prizes have been awarded.