

## All Major Restorations Roof Giveaway Sweepstakes Rules

### Official Rules

**NO PURCHASE NECESSARY** TO ENTER OR WIN, NOR WILL A PURCHASE IMPROVE ONE'S CHANCES OF WINNING.

ALL FORMS MUST BE FILLED OUT COMPLETELY AND TRUTHFULLY. FAILURE TO COMPLETE THE ENTRY FORM AND PROVIDE TRUTHFUL AND PERTINENT INFORMATION MAY RESULT IN DISQUALIFICATION FROM THE SWEEPSTAKES. DISQUALIFICATION IS IN THE SOLE DISCRETION OF SPONSOR (defined below).

WQAD News 8 and All Major Restorations ("Sponsor") will conduct the All Major Restorations Roof Giveaway Sweepstakes ("Sweepstakes") in accordance with these Official Rules ("Rules"). Participation in the Sweepstakes constitutes entrant's full and unconditional agreement to, and acceptance of, these Rules. The Sweepstakes is intended for participation in the United States only and is void where prohibited and outside the Sweepstakes Area set forth below. Do not participate if you are not eligible and located in the United States at the time of entry.

**1. Eligibility:** Entrants must be homeowners and legal US residents, at least 18 years old or above, as determined by Sponsors and reside in the Davenport, IA – Moline, IL – Rock Island, IL Designated Market Area as defined by The Nielsen Company (the "Sweepstakes Area"). The Sweepstakes Area includes 17 counties in Iowa and Illinois. In Illinois, the counties include Jo Daviess, Carroll, Whiteside, Bureau, Henry, Rock Island, Mercer, Knox, Henderson, Warren and Knox. In Iowa, the counties include Jackson, Clinton, Scott, Muscatine, Louisa, Des Moines, and Henry. Employees of WQAD, All Major Restorations ("Sponsor"), and Tribune Media Company, employees of other television or radio stations, and members of the immediate families of such persons are not eligible to participate and win. The term "immediate family" includes spouses, siblings, parents, children, grandparents and grandchildren, and any other person residing at the same household whether or not related. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**2. Sweepstakes Period:** The Sweepstakes begins on Monday, February 11, 2019 at 9:00 a.m. CT and runs through Sunday, March 31, 2019 at 11:59 p.m. CT (the "Sweepstakes Period").

**3. Sweepstakes Entry:** There are two ways to enter:

(a) Online Method: Accurately complete the entry form available online at the contest section of wqad.com. One entry per email address.

(b) Retail Method: Accurately complete the official entry form (while supplies last) at a participating retail outlet in the Sweepstakes Area as follows (one entry per person):

Hungry Hobo, 1635 AVE. OF THE CITIES, MOLINE, IL  
Hungry Hobo, 1842 18TH AVENUE, EAST MOLINE, IL  
Hungry Hobo, 4101 44TH AVENUE, MOLINE, IL  
Hungry Hobo, 902 W. 4TH STREET, MILAN, IL  
Hungry Hobo, 2532 18TH AVENUE, ROCK ISLAND, IL  
Hungry Hobo, 1640 W. 53RD STREET, DAVENPORT, IA  
Hungry Hobo, 2320 SPRUCE HILLS DRIVE, BETTENDORF, IA  
Hungry Hobo, 178 SOUTH 4TH AVENUE, ELDRIDGE, IA

Hungry Hobo, 4810 ELMORE AVENUE, DAVENPORT, IA  
Hungry Hobo, 1109 CANAL SHORE DRIVE, LE CLAIRE, IA  
Hungry Hobo, 903 E. KIMBERLY RD., DAVENPORT, IA  
Hungry Hobo, 1432 W. LOCUST ST., DAVENPORT, IA  
Hy-Vee, 2900 Devils Glen Road, Bettendorf, Iowa 52722  
Hy-Vee, 939 Angular Street, Burlington, Iowa 52601  
Hy-Vee, 3140 Agency St, Burlington, Iowa 52601  
Hy-Vee, 901 South 4th Street, Clinton, Iowa 52732  
Hy-Vee, 1823 East Kimberly Road, Davenport, Iowa 52807  
Hy-Vee, 2200 West Kimberly Road, Davenport, Iowa 52806  
Hy-Vee, 2351 West Locust Street, Davenport, Iowa 52804  
Hy-Vee, 3019 Rockingham Road, Davenport, Iowa 52802  
Hy-Vee, 4064 East 53rd Street, Davenport, Iowa 52807  
Hy-Vee, 1700 East Washington Street, Mount Pleasant, Iowa 52641  
Hy-Vee, 2400 Second Avenue, Muscatine, Iowa 52761  
Hy-Vee, 510 East Sixth Street, Muscatine, Iowa 52761  
Hy-Vee, 1975 National Boulevard, Galesburg, Illinois 61401  
Hy-Vee, 2030 East Main Street, Galesburg, Illinois 61401  
Hy-Vee, 201 West Tenth Avenue, Milan, Illinois 61264  
Hy-Vee, 750 - 42nd Avenue Drive, Moline, Illinois 61265  
Hy-Vee, 4218 Avenue of the Cities, Moline, Illinois 61265  
Hy-Vee, 2930 18th Avenue, Rock Island, Illinois 61201  
Hy-Vee, 2001 5th Street, Silvis, Illinois 61282

Received entries become the property of WQAD News 8 and All Major Restoration and will not be returned. In the Online Entry Method, Entrants will also be given the option to opt in to receiving additional information from WQAD and from All Major Restoration. Incomplete entries will be disqualified. Multiple entries by means of software-generated or other automated processes will be disregarded. Detection of said automated entry will lead to such entries being voided in Sponsor's sole discretion. Only one registered account per entry. If multiple accounts are detected for a single entrant, the accounts will be voided and the entries will be disqualified in Sponsor's sole discretion. In the event of a dispute as to any registration, the authorized account holder of the email address or account used to register will be deemed to be the registrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winner may be required to show proof of being the authorized account holder. Sponsor reserves the right to use any and all information related to the Sweepstakes, including information on entrants obtained through the Sweepstakes, for marketing purposes or any other purpose, unless prohibited by law. Sponsor reserves the right to contact entrants and all other individuals whose email address is submitted as part of this promotion.

**4. Winner Selection and Notification:** On or about Monday, April 1, 2019, Sponsor will select one winner by random drawing from among all eligible entries. Odds of winning depend on the number of eligible entries. Sponsor will attempt to notify the Sweepstakes winner via telephone or email on Monday, April 1, 2019. Winner must have a valid email address and/or phone number where he or she can be notified. If the potential winner: (a) is unreachable after seven days, (b) is not in compliance with these Rules, (c) does not meet the eligibility requirements, (d) does not provide required documentation and sign any required documents by the deadline established by Sponsor, or (e) is unavailable for prize fulfillment, Sponsor reserves the right to award the prize to another winner selected by random drawing from among remaining eligible entries. Sponsor will

conduct up to two alternate drawings. If Sponsor cannot find an eligible winner for the prize, the prize will not be awarded. All results are unofficial until winners are verified.

## **5. Prize:**

There is one winner and one prize.

One winner will receive an Owens Corning roof (limited lifetime warranty, Duration Series shingle) for their home with a fair market value of up to \$20,000. Final value will be determined after meeting with winner and evaluation of home.

**6. Prize Acceptance/Restrictions:** Winner is subject to verification by WQAD of the winner's name, age, address, phone number, and Social Security number (where the prize value is equal to or greater than \$600.00). In order to claim his or her prize, winner must appear in person at the business offices of WQAD News 8, located at 3003 Park 16<sup>th</sup> Street, Moline, IL during regular business hours by no later than 5 p.m. on April 30, 2019. Prior to receipt of prize, winner will be required to sign an Affidavit of Eligibility/Release of Liability and Publicity, and may be required to provide a completed W-9, per Section 9 below. Prize cannot be redeemed for cash or substituted for any other items by any winner. Prize is non-assignable and non-transferrable. Sponsor reserves the right to substitute a comparable prize of like or greater value, including cash, for prize, for any reason. Costs of transportation and accommodations, where applicable, and any other cost not specifically included in the prize are the sole responsibility of the winners. Properly claimed prize will be awarded, provided a sufficient number of eligible entries are received, but in no event will Sponsor award more prizes than are provided for in these Rules.

**7. Publicity Release:** By participating in the Sweepstakes, each entrant acknowledges that his/her entry in the Sweepstakes constitutes that entrant's consent to use, publish, reproduce and for all purposes, including publicity, promotion and advertising, in any media (including without limitation, the Internet, television or offline promotions), winner's name, likeness, photograph, voice, opinions, and/or hometown and state, and any portion thereof, each extending throughout the universe and in perpetuity without further compensation, credit or right of review or approval, except where prohibited by law.

**8. Taxes:** Any valuation of the prize stated above is based on available information provided to Sponsor, and the value of prize awarded to a winner may be reported for tax purposes as required by law. All taxes, including federal, state, and local taxes, are the sole responsibility of the winner. Any person winning over \$600.00 in total prizes will receive a 1099 form from Sponsor at the end of the calendar year and a copy of such form should be filed with the IRS. Winner must provide Sponsor with valid identification, and a valid taxpayer identification number or Social Security number for total prizes valued at \$600.00 or more, before prize will be awarded. Sponsor will have the right, but not the obligation, to require winner to complete and submit an IRS form W-9. Sponsor reserves the right to withhold prizes until the completed W-9 form is received.

**9. Conditions:** Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend this Sweepstakes or any portion hereof, or to disqualify any individual implicated in any of the following actions, if for any reason: (a) infection by computer virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes which, in Sponsor's sole opinion, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, (b) the Sweepstakes or any website associated therewith (or any portion thereof) becomes corrupted or does not allow the proper processing of entries per these Rules, (c) the Sweepstakes becomes corrupted due to interruption in wireless calling devices or

wireless service for any reason, or (d) the Sweepstakes is otherwise not capable of running as planned. By entering, entrants represent that they are eligible and agree to be bound by and comply with the Rules and the decisions of any judges, which are final on all matters pertaining to the Sweepstakes. Any entrant who attempts to tamper with this Sweepstakes in any way or use fraudulent means to participate in and/or win the Sweepstakes will be disqualified. Sponsor reserves the right to disqualify any entrant at any time, for any reason, including, without limitation, language, activities or behavior deemed inappropriate. Sponsor and its advertising and promotion agencies are not responsible for cancellations, postponements, or delays. Other than the prize received by the winner, no entrant will be entitled to receive any wages, benefits, fees or other compensation whatsoever as a result of participating in the Sweepstakes. Sponsor will have the sole discretion to administer the Sweepstakes and interpret and apply the Rules. This Sweepstakes is not intended for gambling. Neither the failure of Sponsor to insist upon or enforce strict performance of any provision of these Rules nor the failure, delay or omission by Sponsor in exercising any right with respect to any term of these Rules, will be construed as a waiver or relinquishment to any extent of Sponsor's right to assert or rely upon any such provision or right in that or any other instance. If there is any conflict between any term of these Rules and any marketing or entry materials used in connection with the Sweepstakes, the terms of these Rules will govern.

**10. Indemnification/Hold Harmless:** By participating, entrants agree: (a) to release, discharge, and hold harmless Sponsor, Tribune Media Company, prize providers, and their respective affiliates, parents, subsidiaries, advertising and promotion agencies, and all of their officers, directors, employees, representatives, and agents (the "Released Parties") from all liability, injuries, losses or damages of any kind to persons, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright, or other intellectual property rights, death or property damage resulting in whole or in part, directly or indirectly, from the acceptance, delivery, possession, misuse or use of a prize (including any travel or activity related thereto), or from participation in and/or entry into or creation of an entry for the Sweepstakes and/or the broadcast or exploitation or use of entry or any other Sweepstakes-related activity; and (b) that the Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guaranty, expressed or implied, in fact or in law, relating to prize.

**11. Limitation of Liability:** The Released Parties are not responsible or liable for: (a) any incorrect or inaccurate entry information or other errors in the printing, offering or administration of the Sweepstakes or in the announcement of the prize(s), (b) any error, omission, interruption, defect or delay in operation or transmission at any website, or wireless calling service, interrupted or unavailable network, server or other conditions, (c) failure of any entry to be received by Sponsor due to technical problems, telephone service problems, human error, or wireless calling service, (d) mechanical, technical, computer, hardware or software errors, malfunctions, or failures of any kind, including but not limited to failed, incomplete, garbled, or delayed transmission of entries, traffic congestion, viruses, sabotage, satellite failures, electrical outages, on telephone lines, on the Internet, at any website, or application or lost or unavailable network connections or natural disasters or acts of God or man, which may limit an entrant's ability to participate in the Sweepstakes, (e) communication line, hardware and/or software failures, malfunction of phones (including wireless phones/handsets), phone lines, other communications malfunctions, unavailable network connections, cellular equipment towers, telephone systems or wireless service, (f) damage to any computer (software or hardware) resulting from participation in the Sweepstakes, or damage to mobile phone or other PDA device, (g) theft or destruction of, tampering with, unauthorized access to, or alteration of entries and/or entry information, (h) entries that are late, lost, stolen, damaged, illegible, and/or unintelligible (or any combination thereof), or (i)

any change of email address, mailing address, telephone number and/or any other contact information provided by entrant. Any expenses incurred by the entrant during the entry process are the sole responsibility of each entrant and the Sponsor will not issue reimbursement for any expenses.

**12. Dispute Resolution:** 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, will be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards will 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. All entrants agree, by participation in the Sweepstakes, to submit to the personal jurisdiction of the courts of Illinois. Illinois law will govern this Sweepstakes, without regard Illinois's choice of law rules. The courts of Illinois will be the exclusive forum for any dispute regarding any Rule or activity associated with the Sweepstakes.

**13. Official Rules:** To request a copy of the Rules, send a self-addressed stamped envelope to WQAD News 8, located at 3003 Park 16<sup>th</sup> Street, Moline, IL by 4/1/19. Written copies of these Rules are also available during normal business hours (Monday – Friday, between 8:00 a.m. – 5:00 p.m.) at WQAD's business offices or online at [www.wqad.com](http://www.wqad.com).

**14. Name of Winner:** For the name of the prize winner, send a separate, self-addressed, stamped envelope to WQAD News 8, located at 3003 Park 16<sup>th</sup> Street, Moline, IL, or appear in person at that location between normal business hours (Monday – Friday, between 8:00 a.m. – 5:00 p.m.) after 4/1/19. Requests for winner's name must be received by May 31, 2019.

**15. Rights Reserved:** The content, information, data, designs and code associated with the Sweepstakes and Sweepstakes website are protected by intellectual property and other laws. Any unauthorized use of copyrighted materials, trademarks, or any other intellectual property of Sponsor.

**16. Sponsor:** WQAD, 3003 Park 16<sup>th</sup> Street, Moline, IL 61265  
All Major Restorations, 1225 E River Dr #320, Davenport, IA 52803

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