



BLACK LIGHTNING STRIKES TWICE Official Rules

1. **GENERAL:** No purchase necessary. **MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.** Void where prohibited or restricted by law. This Giveaway is governed by all applicable federal, state, and local regulations. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. You understand that you are providing your information to Sponsor and not to Facebook. The information you provide will only be used to select a winner for this contest and receive future promotional e-mails from Sponsor. You may opt out from receiving those e-mails at any time.
2. **ELIGIBILITY:** Black Lightning Strikes Twice (“Giveaway”) is offered only to legal U.S. residents who are 14 years old or older at the time of entry. Limit one winner per household. Limit one winner per immediate family. Prizes are non-transferable

by winner. Giveaway is offered only to Indiana and Ohio residents who reside within the counties located within the Fort Wayne Designated Market Area (“DMA”) as determined by Nielsen Media Research Services. Employees of SagamoreHill Broadcasting, Quincy Media, Inc., Adams Radio Group and each of their parents, subsidiaries, affiliates, representatives, and agents, and their officers, directors, and employees (collectively, “Giveaway Entities”), any other media company, members of their immediate families, and the members of the same households of such individuals are not eligible. The term “immediate families” includes spouses, grandparents, parents, siblings, children, and grandchildren. No groups, clubs, or organizations may participate in this Giveaway or reproduce or distribute any portion of these official rules to their members. Proof of age, identity, and eligibility must be furnished to Sponsor upon request. All entry form information must be complete and accurate. Sponsor will not award a prize to anyone not meeting eligibility requirements at the time of entry. Individuals who have won prizes from promotions sponsored by the Fort Wayne CW in the past 30 days are not eligible. You may only win once in this contest. Sponsor reserves the right to disqualify any entrant if these official rules are not followed. Internet access is necessary in order to enter the Giveaway.

- 3. HOW TO ENTER AND WIN:** By entering, you agree to comply with all applicable law and these official rules, and you agree to abide by all decisions of the Sponsor. The Giveaway Entry Period begins Jan. 3 and ends Jan. 17. All times in these rules refer to **EST Time.**

Tune in Hot 107.9 in the 4 p.m. and 7 p.m. hours. Be the correct caller and win a Black Lightning swag bag containing Black Lightning fleece jacket, Black Lightning/Fort Wayne CW fleece jacket and the Imagine Dragons digital download of “Evolve.” The approximate value of the Black Lightning swag bag is \$60. Two swag bags will be given away each weekday from Jan. 3 to Jan. 17. You may only win one swag bag.

Tune in the premiere of “Black Lightning” on Jan. 16 at 9 p.m. on WISE, Ch. 33. Watch for Rusty, the Dare to Defy to Win guy announce the Black Lightning Strikes Twice contest. Enter the secret by following the link on Facebook. A random drawing will be held from all correct contest entries at 9 a.m. on Wednesday, Jan. 17. The winner will receive \$500 in cash for themselves and \$500 in cash for the school of their choice within the viewing area of WISE TV.

Entries become property of the Fort Wayne CW. The Fort Wayne CW is not responsible for entries that are lost, late, misdirected, incomplete, incomprehensible, illegible, damaged, undeliverable, or delayed. Photocopied and mechanically generated entries that are detected as such are void. Entries generated by any automated means and detected as such are void. In the event of a dispute, electronic entries and other entries requiring the identification of an e-mail address will be deemed to have been submitted by the authorized account holder of the e-mail address at the time of the entry. The authorized account holder is the person to whom the applicable internet service provider or other organization (such as a business or educational institution) has assigned the e-mail

address. An online entrant must have a valid e-mail address, and it is the entrant's responsibility to update the Fort Wayne CW of any change in e-mail address.

Winner may be required to sign and return, prior to receipt of prize, appropriate forms and/or documentation, including without limitation, any documents necessary to transfer to Sponsor any intellectual property rights (e.g., copyright, trademark, etc.) in the entry materials, an affidavit of eligibility, a liability release and/or where legally permissible, a publicity release. Failure to sign and return such forms within the requisite timeframe may result in disqualification of the winner and forfeiture of the prize.

5. **PUBLICITY RELEASE:** Except where prohibited, entry in the Giveaway constitutes each entrant's consent for Sponsor to use, publish, reproduce, and distribute for any purpose, including publicity, promotion and advertising, in any media (including without limitation, print, internet, television, radio, and offline), each winner's name, city, photograph, likeness, biographical information, voice, or image, each in perpetuity without further compensation, credit, or right of review or approval.
6. **PRIZES:** **The Black Lightning swag bag containing Black Lightning premium items, Black Lightning/Fort Wayne CW fleece jacket and the Imagine Dragons digital download of "Evolve" and is valued at \$60. The Black Lightning Strikes Twice prize is \$500 for you and \$500 for the school of your choice.** If by reason of printing or other error, more prizes are claimed than the number of prizes set forth in these Official Rules, a random drawing will be held to award the advertised number of prizes in the relevant category. Under no circumstances will more than the advertised number of prizes be awarded. All charges, fees, and costs not specifically included in the prize descriptions above, including but not limited to, personal incidental items, transportation, parking, taxes, gratuities, and licenses, are the responsibility of the respective prize winner and guest(s), if any.

The daily prize must be picked up at the station within 30 days of winning. The cash to the winner and to the school will be presented at the Jan. 20 Komet game. The winner and school representative will be given four complimentary tickets to attend the game. No cash redemption or prize substitution allowed by prize winner(s). Sponsor reserves the right to substitute a prize or prize component of equal or greater value in the sole discretion of Sponsor if the prize, or any component thereof, is unavailable for any reason.

7. **ODDS OF WINNING:** Odds of winning depend upon the number of eligible entries received during the Entry Period.
8. **TERMS AND CONDITIONS; LIMITATION OF LIABILITY:** Participants are responsible for complying with all applicable federal, state, and local laws and regulations and with these official rules and by entering, participants agree to be bound to these official rules. Any attempt by an entrant or other party to tamper with the proper administration of the Giveaway will disqualify the entrant and may result in civil or criminal action against the entrant or other party and may result in the discontinuation,

suspension, or cancellation of the Giveaway. WINNERS AND ENTRANTS AGREE, EXCEPT WHERE PROHIBITED BY LAW, TO RELEASE AND DISCHARGE, HOLD HARMLESS AND INDEMNIFY FACEBOOK, THE GIVEAWAY ENTITIES, AND ALL OTHERS ASSOCIATED WITH THE DEVELOPMENT AND EXECUTION OF THIS GIVEAWAY, FROM ANY AND ALL TAX LIABILITY THAT MAY BE IMPOSED OR ASSOCIATED WITH RECEIPT OR USE OF THE PRIZES, AND FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, PROCEEDINGS, AND LIABILITY FOR ANY DAMAGES, EXPENSES, FEES, INJURY, OR LOSSES (INCLUDING PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH) SUSTAINED IN CONNECTION WITH THE RECEIPT, OWNERSHIP, OR USE OF THE PRIZE OR WHILE TRAVELING TO, PREPARING FOR, OR PARTICIPATING IN ANY GIVEAWAY-RELATED OR PRIZE-RELATED ACTIVITY. Neither Facebook nor Sponsor is responsible for any printing, typographical, mechanical, or other error in the printing of the offer, administration of the Giveaway, or in the announcement of the prize. Winner's guest(s), if applicable, may be required to execute a liability and publicity release prior to the winner's receipt of the prize. Sponsor retains the discretion to make all decisions regarding the interpretation and application of these official rules. All decisions of Sponsor are final and discretionary. In the event the selected winner(s) of the prize are/is ineligible or refuse(s) the prize, or if the selected winner fails to timely claim the prize, the prize will be forfeited and Sponsor, in its sole discretion, may randomly select an alternate winner from remaining entries (time permitting), or may elect not to award such prize to an alternate winner, where permitted. For prizes valued at \$600 or greater, winner must provide his or her social security number for tax purposes. Prizes may be considered income, and all taxes associated with prizes are the responsibility of the winner(s).

9. **FORCE MAJEURE, DISCLAIMER/INTERNET:** If for any reason, the Giveaway is not capable of running as planned for any reason, including infection by computer virus, bugs, tampering and unauthorized intervention, fraud, technical failures, acts of God, war, terrorism, government regulation, disaster, fire, strikes, civil disorder, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, or integrity of the Giveaway, the Sponsor reserves the right, in their discretion, to disqualify any individual it believes has tampered with the entry process and/or cancel, terminate, modify, or suspend the Giveaway and to select winner(s) from eligible entries received as of the termination date. Sponsor may prohibit an entrant from participating in the Giveaway if they determine that said entrant is attempting to undermine the legitimate operation of the Giveaway by cheating, hacking, deception, or other unfair playing practices, or intending to abuse, threaten, or harass other entrants. Caution: Any attempt by a participant to deliberately damage any website or undermine the legitimate operation of the Giveaway is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such participant to the fullest extent of the law. The Giveaway Entities and Facebook (i) assume no responsibility for any error, omission, interruption, deletion, defect, delay in acquisition, operation, or transmission of communications, line failure relating to theft, or destruction or unauthorized access to, or alteration of entries; (ii) are not responsible for any problems relating to, or technical malfunction of, any communications network or

lines, computer on-line systems, servers, or communications service provider, computer or other equipment, hardware, software, failure of any entry information to be received by the Sponsor on account of technical problems, human error, or traffic congestion of any communications system on the internet, or at any website, or (iii) any combination thereof, including any injury or damage to the participant's or any other person's computer or other device related to, or resulting from, participation or downloading of any materials in this Giveaway. SPONSOR MAKES NO WARRANTY, GUARANTEE, OR REPRESENTATION OF ANY KIND CONCERNING ANY PRIZE, AND SPONSOR SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS, AND ANY OTHER IMPLIED WARRANTY.

10. **ARBITRATION/CHOICE OF LAW:** EXCEPT WHERE PROHIBITED, ENTRANTS AGREE THAT ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF, OR CONNECTED WITH THIS GIVEAWAY, SHALL BE RESOLVED EXCLUSIVELY BY ARBITRATION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION THEN EFFECTIVE, AND ANY AND ALL CLAIMS, JUDGEMENTS, AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED BY ENTRANT WITH REGARD TO THIS GIVEAWAY, BUT IN NO EVENT ATTORNEYS' FEES, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES. All issues and questions concerning the construction, validity, interpretation, and enforceability of these official rules, or the rights and obligations of entrants and Sponsor in connection with the Giveaway, shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice of law or conflict of law rules or provisions (whether of Indiana or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than Indiana Arbitration in Allen County, IN shall be the exclusive forum and venue for any dispute relating to these official rules and for this Giveaway. If arbitration is prohibited, then and in such event, the courts of Indiana in Allen County shall be the exclusive forum for any dispute relating to these official rules and/or this Giveaway. All participants and winners agree, by their participation in the Giveaway, to submit to the personal jurisdiction of the courts of Indiana in Allen County. The invalidity or unenforceability of any provision of these official rules shall not affect the invalidity or unenforceability of any other provision so long as the general intent of these official rules remains in effect. In the event that any such provision is determined to be invalid or otherwise unenforceable, these official rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.
11. **OFFICIAL RULES AND LIST OF WINNERS:** To receive a copy of these official rules, visit fortwaynecw.com or send a self-addressed, stamped envelope for receipt by by Jan. 6, 2018 to Fort Wayne CW, Black Lightning Strikes Twice, 3401 Butler Road, Fort Wayne, IN 46808. These official rules supersede all other published editions. Sponsor reserves the right to change, alter, or amend these official rules as necessary, in its sole discretion, to ensure the fair administration of the Giveaway or to comply with applicable law. For a list of the winners' names, send a self-

addressed stamped envelope within sixty (60) days of the drawing to Black Lightning Strikes Twice Winners List at the address listed above.

- 12. SPONSORS:
Fort Wayne CW
3401 Butler Road
Fort Wayne, IN 46808**