



## **Official Rules: “Where’s the Elf? Photo Contest” Sweepstakes**

### **I. SWEEPSTAKES DESCRIPTION:**

*OPUBCO Communications Group (“OPUBCO”), a division of The Oklahoma Publishing Company, 9000 Broadway Extension, Oklahoma City, Oklahoma 73114, sponsors the “Where’s the Elf? Photo Contest” Sweepstakes (the “Sweepstakes”). Sweepstakes entry period begins at 12:00 AM CST, Friday, November 29, 2013 and ends at 11:59 PM CST, Sunday, December 15, 2013, (the “Entry Period”). Sweepstakes voting period begins at 12:00 AM CST, Wednesday, December 18, 2013 and ends at 11:59 PM CST, Monday, December 30, 2013. OPUBCO shall be the official timekeeper for the Sweepstakes.*

### **II. HOW TO ENTER SWEEPSTAKES:**

*There are two ways to enter the Sweepstakes. **No purchase or payment necessary to enter or win this promotion. A purchase will not increase your chances of winning.***

*A. Download the Elf at [NewsOK.com/WheresTheElf](http://NewsOK.com/WheresTheElf) (the “Sweepstakes Site”) and take a photo using the Elf character. Upload it to Instagram, Twitter, or Facebook using the hashtag #WheresTheElf during the Entry Period. All of the Sweepstakes information will be posted at the Sweepstakes Site throughout the Sweepstakes. If a prospective Entrant is not already a member of Instagram, Twitter, or Facebook, he/she may visit their respective apps or websites and follow the links and instructions to become a member. Participants may enter between 12:00 AM CST, Friday, November 29, 2013 and 11:59 PM CST, Sunday, December 15,*

*2013. Once the Entry Period closes, a panel of judges will narrow the eligible entries from Instagram, Twitter, Facebook, and NewsOK.com/WheresTheElf to the top 20 photos. The public will then vote between 12:00 AM CST, Wednesday, December 18, 2013 and 11:59 PM CST, Monday, December 30, 2013. The three (3) photos that receive the most votes will be the winners. Each valid entry will be automatically entered into consideration for the top 20 photos. Duplicate photo entries will be automatically eliminated. Participants may vote once per day during the Voting Period. Where a dispute arises about who submitted an online entry, the entry will be deemed submitted by the holder of the account/email address. Potential Winners may be required to submit proof that they are the authorized account holder. Entries must be received by the specific end time on the date specified. By entering this Sweepstakes, each entrant fully and unconditionally agrees to allow OPUBCO to use their email address for subsequent communications. You may receive communications from OPUBCO related to products and services that might interest you. However, you will at all times be able to opt out from receiving these communications by specifically opting out from a link which will be provided within the email or by sending an email to [NewsOKTCS@opubco.com](mailto:NewsOKTCS@opubco.com). Odds of winning depend on the number of eligible entries received and are equal regardless of method of entry. Any entries received after the Entry Period will not be eligible and shall be disregarded. The above-noted deadlines are final.*

*Limit: One vote per household/email address daily during the Voting Period. No mechanically reproduced entries allowed. Entries become OPUBCO property and will not be returned. OPUBCO is not responsible for lost, late, stolen, misdirected, altered, damaged, incomplete, or illegible entries.*

*NewsOK.com is the official time-keeping device for the Sweepstakes, as interpreted by Sponsor in its sole discretion.*

#### **B. ALTERNATE ENTRY METHOD:**

*Visit NewsOK.com/WheresTheElf (the “Sweepstakes Site”) during the Entry Period. All of the Sweepstakes information will be posted at the Sweepstakes Site throughout the Sweepstakes. To be eligible to participate, each entrant will be asked to submit a photo using the Elf character along with the official entry form, which may include, among*

*other things, his/her name, address, e-mail address, age and related registration information as prompted (the “Official Entry Form”).*

### **III. ELIGIBILITY:**

*This Sweepstakes is open to any individual who, as of the beginning of the Entry Period, (a) is a legal resident of the continental U.S. (excluding Alaska, Hawaii, Rhode Island, Guam, Puerto Rico, and all other U.S. territories and possessions) (the “Eligibility Area”); (b) is 13 years of age or older at the date of entry; and (c) has access to the internet. Employees, officers, directors and agents (and their immediate families and household members regardless of where they live, or members of the same households, whether related or not) of OPUBCO, and the respective divisions, affiliates, subsidiaries, agents and advertising agencies (collectively, the “Sweepstakes Providers”), are not eligible to participate in the Sweepstakes or to win any prize. VOID OUTSIDE OF THE ELIGIBILITY AREA AND WHERE PROHIBITED OR RESTRICTED BY LAW. All federal, state and local laws and regulations apply. All Potential Winners are subject to verification by the Sweepstakes Providers, whose decisions are final and binding in all matters related to the Sweepstakes. An entrant is not a winner of any prize, even if the Sweepstakes should so indicate, unless and until entrants eligibility has been verified, and entrant has been notified verification is complete.*

### **IV. PRIZE:**

*The prize description is on entry forms and advertisements for the Sweepstakes. Value of the Grand Prize will not exceed \$1,000.00. Value of the Second Place Prize will not exceed \$500.00. Value of the Third Place Prize will not exceed \$250.00. The prize is subject to certain restrictions and qualifications of the Sweepstakes Providers. Except where otherwise expressly noted in these Official Rules, the selection of all vendors, prizes, products and services is subject to the Sweepstakes Providers’ sole and absolute discretion. Prizes (and/or any portion thereof) are nontransferable and non-exchangeable. No substitutions of prizes are permitted. Additional restrictions may apply. All prizes will be awarded.*

## **V. PRIZE DRAWING:**

- A. Grand Prize – One (1) winner will receive a \$1,000 Visa gift card.
- B. Second Place Prize – One (1) winner will receive a \$500 Visa gift card.
- C. Third Place Prize – One (1) winner will receive a \$250 Visa gift card.

*The potential Prize Winners will be awarded based on the photos that receive the most votes during the Voting Period. The winners will be determined after 9 AM on Tuesday, December 31, 2013. The winners will be determined by the public vote and Sweepstakes Providers, whose decisions are final and binding on all aspects of this Sweepstakes. The potential Prize Winners will be notified on or within three (3) business days after the drawing date and time, by direct message via social media, phone or email. Failure of the potential Prize Winner to respond within three (3) days from such notification referred to above may result in disqualification and the selection of an alternate Prize Winner. Alternate Prize Winner will be selected in the event the prize cannot be awarded to the potential Prize Winner drawn. By entering the Sweepstakes, each entrant agrees to be bound by these rules and the decisions of the Sweepstakes Providers. In the event of non-compliance, an alternate Prize Winner may be selected. All prizes will be awarded.*

## **VI. CONDITIONS, DISCLAIMERS, AND LICENSE:**

- A. *By entering this Sweepstakes, each entrant fully and unconditionally agrees to be bound by these Official Rules and by all decisions of the Sweepstakes Providers (which decisions are final and binding on all matters relating to the Sweepstakes), and to comply with all federal, state and local laws and regulations. The decisions of the Sweepstakes Providers are final on all matters of fact, interpretation, eligibility, procedure and fulfillment. In the event of non-compliance, an alternate prize winner may be selected. Entries and other submitted materials become the property of the Sweepstakes Providers and/or its promotional partner(s) and will not be acknowledged or returned. Neither the Sweepstakes Providers nor internet access and text message providers are responsible for incomplete, late, lost, misdirected or*

*postage-due mail or for any technical malfunction, human error, lost/delayed data transmission, omission, and interruption, deletion, defect, or line failure in connection with any telephone network, computer equipment, software or any combination thereof. Entries are void if unreadable, inaccurate, incomplete, mutilated, tampered with, forged, mechanically reproduced, irregular in any way, or otherwise not in compliance with these Official Rules. The Sweepstakes Providers make no warranties, and hereby disclaim any and all warranties, express or implied, concerning any prize furnished or made available in connection with the Sweepstakes. Although Sponsor attempts to ensure the integrity of the Sweepstakes, the Sweepstakes Providers are not responsible for the actions of entrants or other individuals in connection with the Sweepstakes, including entrants' or other individuals' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity, or proper conduct of the Sweepstakes. The Sweepstakes Providers are not responsible for injury or damage to entrant's or to any other person's computer(s), other equipment, or person(s), related to or resulting from participation in the Sweepstakes or downloading materials from or using the Sweepstakes Site. If, for any reason, the Sweepstakes is not capable of running as planned by reason of damage by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical limitations or failures, strikes, industry conditions, bankruptcy or liquidation, marketplace demands, applicable law, unforeseen obstacles, or any other causes which, in the sole opinion of the Sweepstakes Providers, could corrupt, compromise, undermine, or otherwise affect the administration, security, fairness, integrity, viability, or proper conduct of the Sweepstakes, Sweepstakes Providers reserve the right in their sole and absolute discretion to modify these Official Rules and/or to cancel, terminate, modify, or suspend all or any part of the Sweepstakes, and to select a winner from among all eligible entries received up to the time of such cancellation, termination, modification, or suspension, as applicable. Any entries that occur after the Sweepstakes site has failed for any reason may be deemed a defective entry and considered void, at the sole discretion of the Sweepstakes Providers. Proof of mailing or submitting entry will not be deemed receipt of such entry by the Sweepstakes Providers. The failure by the Sweepstakes Providers to enforce any of these Official Rules shall not constitute a waiver of that provision.*

*B. All taxes (including without limitation Federal, state and local taxes) in connection with any prize, and the reporting consequence thereof, are the sole responsibility of the Prize Winner. Each Prize Winner at the sole discretion of The Sweepstakes Providers will each be required to sign an Affidavit of Eligibility, Liability Release, Publicity Release (unless prohibited by law), Address Verification and other registrations and participation information requested by the Sweepstakes Providers (unless prohibited by law). You are not a winner until your submissions are validated. Failure to complete, sign and return all required documents within fourteen (14) days of delivery to potential winner's claimed address or return of prizes as undeliverable may result in disqualification and selection of an alternate winner, at the sole discretion of the Sweepstakes Providers.*

*C. By entering this Sweepstakes, unless prohibited by law, the potential Prize Winner consent to use of his/her respective name, voice, photograph and/or likeness for advertising or publicity purposes for this and similar promotions without compensation and the potential winner may be required to provide a signed release acknowledging such consent. Moreover, by entering this Sweepstakes, unless prohibited by law, the potential Prize Winner agree to grant to the Sweepstakes Providers, and their respective licensees, affiliates, and assigns, the right to print, publish, broadcast, and use, worldwide in any media now known or hereafter developed, including without limitation the World Wide Web, at any time or times, the Prize Winner's respective name, likeness (actual or simulated), voice (actual or simulated), and biographical information as news or information and for advertising and promotional purposes without additional consideration; and further without such additional compensation, appear for, or provide biographical information for use in, any presentation or other activity which may include filming/audio/video/electronic or other recordings and/or interviews, as may be determined from time to time by the Sweepstakes Providers in their sole discretion.*

## **VII. CONDUCT:**

*THE OFFICIAL RULES WILL BE POSTED AT THE SWEEPSTAKES SITE THROUGHOUT THE ENTRY PERIOD. BY ENTERING AND PARTICIPATING IN THIS SWEEPSTAKES, ENTRANTS (A) FULLY AND UNCONDITIONALLY AGREE TO BE BOUND BY THESE OFFICIAL RULES AND BY ALL*

*DECISIONS OF THE SWEEPSTAKES PROVIDERS (WHICH DECISIONS SHALL BE FINAL AND BINDING IN ALL RESPECTS), INCLUDING WITHOUT LIMITATION DECISIONS REGARDING ELIGIBILITY, WINNERS AND THE INTERPRETATION OF TERMS USED IN THESE OFFICIAL RULES; AND (B) REPRESENTS AND WARRANTS THAT ALL INFORMATION PROVIDED BY ENTRANT IN CONNECTION WITH THE SWEEPSTAKES IS TRUE, ACCURATE AND COMPLETE. THE SWEEPSTAKES PROVIDERS RESERVE THE RIGHT, AT ANY TIME AND AT THEIR SOLE DISCRETION, TO DISQUALIFY AND/OR DEEM INELIGIBLE TO PARTICIPATE IN THIS SWEEPSTAKES OR ANY FUTURE SWEEPSTAKES OR OTHER PROMOTIONS OF THE SWEEPSTAKES PROVIDERS, ANY INDIVIDUAL IT SUSPECTS: TO BE TAMPERING WITH THE ENTRY PROCESS OR THE OPERATION OF THE SWEEPSTAKES OR THE SWEEPSTAKES SITE; TO BE ACTING IN VIOLATION OF THE OFFICIAL RULES OR THE SWEEPSTAKES SITE'S TERMS OF SERVICE, PRIVACY POLICY OR OTHER TERMS, CONDITIONS OR GUIDELINES; TO BE ACTING IN BAD FAITH OR IN A DISRUPTIVE MANNER, OR WITH THE INTENT TO ANNOY, ABUSE, THREATEN OR HARASS ANY OTHER PERSON; TO HAVE FAILED TO AGREE TO THESE OFFICIAL RULES; OR TO BE IN VIOLATION OF THESE OFFICIAL RULES. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY INTERNET SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF THESE OFFICIAL RULES AS WELL AS CRIMINAL AND CIVIL LAWS. SHOULD THE SWEEPSTAKES PROVIDERS BELIEVE OR BECOME AWARE THAT SUCH AN ATTEMPT HAS BEEN, IS BEING, OR WILL BE MADE, THE SWEEPSTAKES PROVIDERS RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES FROM ANY RESPONSIBLE ENTRANT(S) AND OTHER RESPONSIBLE INDIVIDUAL(S) IN THE ATTEMPTED DAMAGE TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING WITHOUT LIMITATION CRIMINAL PROSECUTION.*

## **VIII. RELEASE AND INDEMNIFICATION:**

*BY ENTERING THE SWEEPSTAKES, ENTRANTS RELEASE AND HOLD THE SWEEPSTAKES PROVIDERS HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, RIGHTS, CLAIMS, AND ACTIONS OF ANY KIND ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE SWEEPSTAKES OR PARTICIPATION IN ANY SWEEPSTAKES-RELATED ACTIVITY (INCLUDING WITHOUT LIMITATION THE REMOVAL FROM*

*THE SITE OF, OR DISCONTINUATION OF ACCESS TO, ANY MATERIALS), OR RESULTING DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE SWEEPSTAKES, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY.*

## **IX. LIMITATION OF LIABILITY:**

*IN NO EVENT WILL THE SWEEPSTAKES PROVIDERS BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, ARISING OUT OF ANY ACCESS TO AND/OR USE OF THE SWEEPSTAKES SITE, THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM THE SWEEPSTAKES SITE, THE REMOVAL FROM THE SWEEPSTAKES SITE OF, OR DISCONTINUATION OF ACCESS TO, ANY MATERIALS, OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF, OR PARTICIPATION IN, ANY PRIZE AWARDED IN CONNECTION WITH THE SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, THE SWEEPSTAKES, ALL PRIZES, AND ALL MATERIALS PROVIDED ON OR THROUGH THE SITE ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.*

## **X. GOVERNING LAW:**

*The Sweepstakes and these Official Rules are governed by and shall be construed in accordance with the substantive laws of the State of Oklahoma (as distinguished from the choice of law rules) and the United States of America applicable to contracts made and performed entirely in Oklahoma and where the relevant contacts are with such state. All applicable federal, state, and local laws and regulations apply.*

## **XI. MISCELLANEOUS:**

**A. *Dates and Deadlines:***

Because of the unique nature and scope of the Sweepstakes, the Sweepstakes Providers reserve the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Sweepstakes.

**B. *Severability; Headings:***

If any provision of these Official Rules is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Official Rules and shall not affect the validity and enforceability of any remaining provisions. Headings and captions are used in these Official Rules solely for convenience of reference, and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof.

**C. *Winners:***

For a list of the Prize Winners, send a self-addressed stamped envelope after the Entry Period to: Winner List, “Where’s the Elf? Photo Contest” Sweepstakes, OPUBCO Communications Group, Attn: Will Gage, 9000 Broadway Extension, Oklahoma City, OK 73114. Requests for Winners List must be received within 90 days of the conclusion of the Sweepstakes. WA and VT residents may omit return postage.

**D. *Rule Requests:***

To receive a copy of these complete rules, send a self-addressed, stamped envelope to: Official Rules, “Where’s the Elf? Photo Contest” Sweepstakes, OPUBCO Communications Group, Attn: Will Gage, 9000 Broadway Extension, Oklahoma City, OK 73114. Requests for Official Rules must be received within 60 days of the conclusion of the Sweepstakes. WA and VT residents may omit return postage.