

## OFFICIAL PROMOTION RULES

1. Promotion Description. This promotion is sponsored by **Raycom Media/KWES-NewsWest9, 11320 West County Road 127, Midland, Texas, 79711 and Ashley's Homestore, 5210 Preston Dr., Midland, Texas, 79707** ("Sponsor(s)"). The promotion begins at **Thursday August 17, 2017 12 p.m.** and ends at **Monday, September 4, 2017, 5 p.m.** ("Promotion Period"). Entries must be received by **Monday, September 4, 2017, 4:59 p.m.** This promotion is void where prohibited and is subject to all local, state, and Federal laws. By entering, each entrant accepts and agrees to be bound by these promotion rules.
2. Eligibility. No purchase necessary to enter or win. This promotion is open only to legal U.S. residents of the following counties in the station's viewing area: **Crane, Glasscock, Reagan, Upton, Howard, Winkler, Irion, Sterling, Borden, Ward, Martin, Mitchell, Scurry, Andrews, Dawson, Gaines, Yoakum, Loving, Crockett, Pecos, Reeves, Brewster, Culberson, Jeff Davis, Presidio, Sanderson, Midland, Ector in Texas; Lea, Eddy in New Mexico** who are **18** years of age or older at the time of entry. Employees and immediate family members of employees, or persons living with employees or immediate family members of employees, of Raycom Media, Inc., **KWES-TV**, the other Sponsor(s), and their respective parent companies, affiliates, subsidiaries, agents, and their advertising and production agencies are not eligible to participate in this promotion. The phrase "immediate family members" refers to spouses, parents, in-laws, children, siblings, and any other extended family members. Only one entry per **individual** will be accepted, and multiple entries will be disqualified.
3. How to Enter. There is one way to enter this promotion. Beginning at **Thursday, August 17, 2017 at 12 p.m.**, individuals can enter by obtaining an entry form at **Ashley's Furniture, 5210 Preston Dr., Midland, Texas, 79707** locations, and completing and mailing the entry form to **Ashley's Furniture, 5210 Preston Dr., Midland, Texas, 79707**. Entries must be received by **Monday, September 4, 2017, 4:59 p.m.** in order to qualify. All entries become the property of Sponsor(s), and Sponsor(s) reserve(s) the right to use any information submitted by entrants. Standard text messaging and data rates may apply.

Entries must be filled out completely and legibly in order to qualify, and will be void if they are, in whole or in part, incomplete, illegible, damaged, irregular, counterfeit, altered, or obtained through theft or fraud. No mechanically reproduced, software-generated or other automated multiple entries are permitted. Sponsor(s) is/are not responsible for lost, late, illegible, misdirected or mutilated entries, including due to transmission, technical, and/or network failures of any kind, including, without limitation, malfunctioning of any hardware or software (whether originating with sender or Sponsor(s)), telephonic failures, human error, or any other error or malfunction. 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.

Entrants agree not to upload, post or transmit any materials which contain any computer viruses, Easter eggs, worms, Trojan Horses or other harmful component or programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information. Any attempt to deliberately damage any web site or undermine the operation of the promotion is a violation of criminal and civil laws, and Sponsor(s) reserve(s) the right to seek damages from any person who makes such attempt(s).

Entry materials that have been tampered with or altered are void. Any questions regarding the number of entries submitted by an individual or the authorized account holder of an e-mail address shall be determined by Sponsor(s) in its/their sole discretion, and Sponsor(s) reserve(s) the right to disqualify any entries by persons determined to be tampering with or abusing any aspect of the promotion.

By entering this promotion, entrant agrees that **KWES-TV** and the other Sponsor(s) of this promotion may provide entrant with promotional materials and that **KWES-TV** may release entrant's personally identifiable registration information to the other Sponsor(s) for that purpose. **KWES-TV** is not responsible for the use of entrant's personally identifiable information by the other Sponsor(s).

4. Prize(s). One (1) Ashley Homestore brand recliner valued at \$1019.99

No prize may be exchanged for cash, transferred, or assigned by the winner(s). Sponsor(s) reserve the right to substitute a prize, in which case a prize of equal or greater value will be awarded.

5. How the Prizes are Awarded. **Two winners will be chosen at random by drawing of entry form. They will be notified by phone and told to contact Ashley Furniture to obtain their prizes.**

6. Odds of Winning. The odds of winning depend on the number of eligible entries received.

7. Conditions of Acceptance of Prize. A valid driver's license or other valid picture identification is required to claim a prize. The winner(s), and if applicable any travel companion(s), will be required to execute and return a release and affidavit of eligibility prior to receiving their prize, or the prize will be forfeited. A winner must take possession of his or her prize by **September 15, 2017** or the prize will be forfeited.

Winner(s) will be solely responsible for any and all local, state, and federal taxes, as well as license and registration fees, transportation costs, gratuities and other items of an incidental nature. **KWES-TV** will report any individual winnings over \$600 (in cash or fair market value of goods or services) in a one year period to the Internal Revenue Service. Winner(s) will receive a Form 1099 from **KWES-TV** if **KWES-TV** reports any winnings to the Internal Revenue Service.

Each winner agrees to the use of his or her name, voice, likeness, biography, and opinions in publicity in any media, worldwide, without any additional compensation or consideration, except where prohibited by law. By entering this promotion, each winner acknowledges that **KWES-TV**, and all other sponsors and venues, have the right to publicize and broadcast each winner's name, voice, and likeness, the fact that he or she won, and all matters incidental thereto.

8. Limitation on Liability. By entering this promotion, each entrant forever discharges and releases Sponsor(s), its/their parent companies, subsidiaries, affiliates, and their respective directors, officers, employees, and agents from any and all liability, claims, causes of action, suits, and demands of any kind arising from or in connection with the promotion, including, without limitation, responsibility for property damage, loss of life, or personal injury or death resulting from or in connection with participating in the promotion or from or in connection with use or receipt of the prize(s), however caused. Entrant releases Sponsor(s) from any claims based on publicity rights, defamation, invasion of privacy, product liability, and merchandise delivery.

9. Sponsor's Reservation of Rights. These official rules are subject to modification by **KWES-TV**. In the event of a dispute, all decisions made by **KWES-TV** are final and binding. Sponsor(s) reserve(s) the right, in its/their sole discretion, to disqualify any person who tampers with the entry process or the operation of Sponsor's/Sponsors' web site(s), or who otherwise acts in violation of these official rules. Sponsor(s) further reserve(s) the right, in its/their sole discretion, to cancel, terminate, or modify this promotion if, for any reason, the promotion is not capable of completion as planned (including, but not limited to, for the following reasons: infection by computer virus,

technical corruption, force majeure, or non-authorized human intervention that compromises or affects the administration, fairness, integrity, security, or proper conduct of the promotion). Sponsor disclaims any representations or warranties regarding the merchantability or fitness of any prize.

10. List of Winners. For a list of winners, send a self-addressed stamped envelope to **KWES-NewsWest9, 11320 West County Road 127, Midland, Texas, 79711** or visit the website at **[www.newswest9.com](http://www.newswest9.com)** between **Thursday August 17, 2017** and **Monday, September 4, 2017**.