

# **"OFFICIAL RULES"**

## **KSFY Extreme Wedding Giveaway January 2010**

**No purchase necessary to enter or win. Registration Required.**

### **1. ELIGIBILITY**

The KSFY giveaway is offered and open only to legal residents of United States and its territories (except residents of Puerto Rico) and Canada (except residents of Quebec) who are engaged to be married and are at least 18 years of age or older. Employees of GonnaGetWed.com, Black Inc. Events and Advertising, KSFY, Sponsors and their partners, affiliated and subsidiary companies, and the immediate family or members of the households of such employees and directors are not eligible. By entering, you agree to these "**Official Rules**" and that the decisions of GonnaGetWed.com and Sponsors are final and binding in all respects.

Only those engaged to be married and are of 18 years of age or older are the only ones eligible for the giveaway prizes. This is not restricted to brides but grooms may apply as well.

**Void in the Province of Quebec and where prohibited.**

### **2. PROMOTIONAL PERIOD**

Sweepstakes Period begins in December 2009 and ends January 23, 2010. One winner will be draw will be eligible to win the giveaway each month but only during the month that they register for the first time. GonnaGetWed.com reserves the right to terminate the Sweepstakes by giving notice at any time during the sweepstakes period, and reserves the right to lengthen or shorten the period as deemed necessary.

**3. ENTRY All** couples may enter the giveaway only one time!

**Internet Method:** To enter the KSFY Extreme Wedding Giveaway by means of the Internet, access the Black Tie Bridal Showcase web page located at <http://www.gonnagetwed.com/winter-black-tie-bridal-showcase>. Complete the registration form for entry into the giveaway. All entrants must provide all of the following information to be considered for the giveaway: wedding date, full name of bride, full name of groom, complete home address (including city, state, & zip code), date of birth, phone number, and email address, and any other requested fields, and follow the other instructions set forth on the Website. All contact and demographic information may be used by GonnaGetWed.com to share with membership organizations of the site.

**Bridal Show Method:** all brides and grooms registering at the bridal show will get a chance to enter the drawing. Brides that registered online will get still get to register and enter a second time.

### **DRAWING**

One internet winner will be selected by random drawing from all eligible entries received during the sweepstakes period. GonnaGetWed.com may, at its sole discretion, conduct one or more random interim drawing(s) throughout the

Sweepstakes Period and then one at the end if deemed necessary. Selected eligible entries received per interim drawing and from that/those interim drawings randomly select the Winner. Drawings for the online registered winner will take place on the Friday before the January 24<sup>th</sup> Black Tie Bridal Showcase. That winner will be notified so that they may attend the showcase for a 50/50 chance to win the KSFY Extreme Wedding package. A second winner will be selected from the entrants the day of the show. The two winners must both be present for a chance to win. The two names will be drawn from for the one grand prize winner.

The winner must sign a waiver for the use of their photos and information for promotional and marketing uses. They must also sign the waiver for the use of the prizes, and a copy of these rules.

## **5. PRIZE PACKAGE**

Winner agrees to release GonnaGetWed.com, all sponsors, KSFY-TV, and Black Inc. Events and Advertising, its surety, distributors, affiliates, subsidiaries, officers, employees, representatives and agents from all liability and responsibility for any lost, stolen, or damaged prizes and or certificates. GonnaGetWed.com and/or all sponsors reserve the right to change any or all parts of the prize package as they see fit at anytime during the sweepstakes. All prizes and/or certificates are completely transferable by the Winner. No substitutions are available in any form for any of the prizes or gift certificates awarded to Winner by GonnaGetWed.com or any of the Membership Vendors/Sponsors. Prizes and gift certificates are redeemable upon availability only. Winners are urged to contact such sponsors right away to make arrangements for use of certificates and items.

**Taxes are the sole responsibility of winner.**

## **6. GENERAL CONDITIONS**

Winners must complete all necessary forms provided by GonnaGetWed.com, KSFY and the Black Tie Bridal Showcase in order to receive their prizes. Failure to timely return any documents, or if prize notification or prize is returned as non-deliverable, or if Winner is found not to be in compliance with these Official Rules or otherwise ineligible, may result in disqualification with an alternate Winner selected.

Where permitted by law, you hereby give permission to GonnaGetWed.com KSFY-TV and all employees to use, reproduce, exhibit, display, print, distribute, publish and broadcast, without any obligation to compensate you, your name, city/state, picture, portrait, likeness, voice, biography, and winner's statement, contained in, or relating to, your entry in the Sweepstakes in any and all advertising marketing and promotional materials, worldwide in any media now known or hereafter developed, including but not limited to the world wide web, except where prohibited by law, and without notice, approval or review by you.

**Where permitted by law, you agree to release and hold harmless GonnaGetWed.com, Black Inc. Events and Advertising, KSFY-TV and all Membership Vendors/Sponsors from any and all liability for, or relating to, any and all rights, claims and causes of action whatsoever that you may have, or which may arise, against any of the foregoing for any matter or cause whatsoever, including without limitation, any injuries, loss or damage of any kind, whether direct or compensatory, incidental, consequential or otherwise to any person, including death, and property damage, arising in**

**whole or in part, directly or indirectly, from acceptance, possession, use or misuse of the giveaway prizes, your participation in any Sweepstakes related activity, or your participation in the Sweepstakes.**

GonnaGetWed.com reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Sweepstakes or the Website; to be in violation of the Terms of Service of the Website; to be acting in violation of the Official Rules; to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

If for any reason this Sweepstakes is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in the sole opinion of GonnaGetWed.com, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, Sponsor reserves the right to cancel, terminate, modify or suspend the Sweepstakes and conduct a random drawing to award the two giveaway prizes/month using all eligible entries received as of the termination date. If the Sweepstakes is terminated due to tampering or technical difficulties prior to its expiration date, notice will be posted at GonnaGetWed.com.

#### **7. LIMITATIONS OF LIABILITY**

NEITHER GONNAGETWED.COM, KSFY-TV, BLACK TIE BRIDAL SHOWCASE NOR MEMBERSHIP VENDORS/SPONSORS ARE RESPONSIBLE FOR LATE, LOST, ILLEGIBLE, MISDIRECTED, STOLEN, UNDELIVERED, SEPARATED, OR POSTAGE DUE ENTRIES OR MAIL, AND NEITHER SPONSOR NOR SCA ASSUME RESPONSIBILITY FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO ITS WEBSITES. NEITHER GONNAGETWED.COM NOR MEMBERSHIP VENDORS/SPONSORS ARE RESPONSIBLE FOR ANY PROBLEMS OR TECHNICAL MALFUNCTION OF ANY TELEPHONE NETWORK OR TELEPHONE LINES, COMPUTER ON-LINE SYSTEMS, SERVERS, COMPUTER EQUIPMENT, SOFTWARE, FAILURE OF ANY E-MAIL OR ENTRY TO BE RECEIVED BY SPONSOR ON ACCOUNT OF TECHNICAL PROBLEMS, HUMAN ERROR OR TRAFFIC CONGESTION ON THE INTERNET OR AT ANY WEBSITE, OR ANY COMBINATION THEREOF.

NEITHER GONNAGETWED.COM, KSFY-TV, BLACK TIE BRIDAL SHOWCASE NOR MEMBERSHIP VENDORS/SPONSORS ARE RESPONSIBLE FOR ANY INCORRECT OR INACCURATE CAPTURE OF INFORMATION OR THE FAILURE TO CAPTURE SUCH INFORMATION, WHETHER CAUSED BY WEBSITE USERS, TAMPERING OR HACKING, OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE SWEEPSTAKES. NEITHER GONNAGETWED.COM NOR MEMBERSHIP VENDORS/SPONSORS ARE RESPONSIBLE FOR INJURY OR DAMAGE TO PARTICIPANTS' OR TO ANY OTHER PERSON'S COMPUTER RELATED TO OR RESULTING FROM PARTICIPATING IN THIS SWEEPSTAKES OR DOWNLOADING MATERIALS FROM OR USE OF THE WEBSITE.

IN NO EVENT WILL GONNAGETWED.COM, BLACK EVENTS AND ADVERTISING INC., KSFY-TV OR MEMBERSHIP VENDORS/SPONSORS BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR PARTICIPATION IN THIS SWEEPSTAKES, ACCESS TO AND USE OF THE WEBSITE OR

THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM THE WEBSITE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE WEBSITE AND IN THIS SWEEPSTAKES IS 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 EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

### **8. ARBITRATION AND DISPUTES**

As a condition of participating in this Sweepstakes, you agree that any and all disputes which cannot be resolved between the parties, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, or the determination of the Winner shall be resolved individually, without resort to any form of class action exclusively by arbitration pursuant to the commercial arbitration rules of the American Arbitration Association, then effective. Further, in any such dispute, under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than your actual out-of-pocket expenses (i.e., costs associated with entering this Sweepstakes), and you further waive all rights to have damages multiplied or increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or your rights and obligations or GonnaGetWed.com's and Membership Vendors/Sponsors rights and obligations in connection with this Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of South Dakota, U.S.A., without giving effect to the conflict of laws rules thereof, and all proceedings shall take place in that State in the City of Sioux Falls, County of Minnehaha.

### **9. WINNERS LIST**

To obtain the name of the Winner, access GonnaGetWed.com and go to the Our Winners page.

### **10. QUESTIONS**

If you have any questions please contact us at [info@gonnagetwed.com](mailto:info@gonnagetwed.com) and put "Giveaway Question" in subject line. Or write to us at 945 S Marion Road, Sioux Falls, SD 57106.

Printed Winners Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

