

KTLA 5
HOTEL ERWIN GIVEAWAY
JULY 2021
Official Rules

1. Sponsors. This watch and win sweepstakes (“Sweepstakes”) is sponsored by KTLA (“Station”), 5800 Sunset Blvd., Los Angeles, CA, 90028 and Hotel Erwin, 1697 Pacific Ave, Venice, CA 90291 (collectively, the “Sponsor” or “Sponsors”). This Sweepstakes is void where taxed, restricted, or prohibited and is subject to all local, state, and federal laws. By entering this Sweepstakes, each entrant accepts and agrees to be bound by these Official Rules and the decisions of the Sponsor(s), which shall be final and not subject to appeal. This sweepstakes is in not sponsored, endorsed, administered by or associated with Apple Inc.

2. Eligibility. No purchase necessary to enter. The Sweepstakes is open to permanent legal U.S. residents who reside within KTLA’s viewing area and who are at least 18 years of age at the time of entry. Current or former employees of KTLA, Nexstar Media Group, Inc. and its subsidiaries, the other Sponsors, the other television and radio stations and multichannel video programming distributors in KTLA’s viewing area, their parent companies, subsidiaries, affiliates, advertising or promotional agencies (including anyone who prepares and/or distributes Sweepstakes materials), and the immediate family members or persons living in the same household (whether related or not) of all the foregoing are not eligible to participate or win. The term “immediate family members” includes spouses, grandparents, parents, siblings, children and grandchildren.

Participants are eligible to win a KTLA contest or sweepstakes only once (1) every 60 days. Only one (1) winner per household is permitted in any contest or sweepstakes. Participants are eligible to win a prize valued at \$600.00 or more only once (1) every six (6) months. Text, data, or messaging rates may apply.

3. Entry. To enter the Sweepstakes, watch for a keyword on KTLA-TV during the KTLA 5 News at 11 program between 11:00 p.m. and 11:35 p.m. (excluding commercials) on Tuesday, July 27, 2021

Once the keyword has been announced, there are two methods of entry.

Entrants may use the text messaging feature on their cellular phone to send to a text message to 515151 with the keyword announced during the time and program listed above in the body of the message. All entrants must have a text messaging two-way capable handset and digital service in order to enter the Sweepstakes using the text messaging method. Entrants will be sent a text message to confirm or reject entry into the Sweepstakes. Text-Message entries may be subject to fees under the terms of the entrant’s cell-phone/text messaging subscription plan (contact your carrier for pricing plans and details). Text messaging and wireless service are not available in all areas. If any dispute arises as to identity of any entrant, an entrant shall be considered the authorized account holder by the cellular provider. “Authorized Account Holder” is defined as the natural person who is assigned a number by the cellular provider or as shown on the cellular provider’s records or the natural person authorized to use the number by an entity that is shown

on cellular provider's records for that number. Only entries to the designated number and containing the correct keyword shall be eligible. Sponsor reserves the right in its sole discretion to disqualify any text message entry at any time which in Sponsor's opinion does not comply with these Official Rules.

OR

The alternative to entry by text message is to visit www.ktla.com/hotel, and complete and submit the entry form. Entrants must include their name, phone number, and e-mail address in order to enter. Incomplete entries will not be considered. One (1) entry per person will be accepted, regardless of method.

One (1) entry per person per round will be accepted. Entries will be accepted until 3:59:59 a.m. on Wednesday, July 28, 2021.

Sponsor(s) is/are not responsible for broadcast delays, technical or computer, telephone service outages, delays, equipment malfunctions, busy signals, hang-ups, errors or data loss of any kind, lost or unavailable connections, or late, lost, failed, illegible, incomplete, garbled or deleted entries, transmissions, or voicemails or other network or technological difficulties that may prevent an individual from completing his/her telephone call, text message, or online entry, or for printing errors in any advertisement, entry form, or the rules.

For entries submitted online, an entrant may use only one email address to submit entries during the Sweepstakes. If an entrant uses multiple email addresses to submit more than one entry per day, the entrant will be disqualified. For entries submitted online, entries will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry. The authorized account holder is the natural person who is assigned to the e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning the e-mail address or the domain associated with the submitted e-mail address. Any automated or computer-generated entries, fake or duplicate identities, spam, or improper techniques (as determined by the Sponsor(s)) will be disqualified. Any questions regarding the validity, completeness, or number of entries submitted by an individual or the identity of the authorized account holder of an e-mail address, phone number, or social media profile shall be determined by Sponsor(s) in its/their sole discretion. The Sponsor(s) reserve(s) the right to disqualify any entrant who acts in a disruptive, harassing, vulgar, or unsportsmanlike manner, as determined by the Sponsor(s) in its/their sole discretion.

Entry materials that have been tampered with or altered are void. If the Sponsor(s) determine(s), in its/their sole discretion, that there is any suspected or actual tampering with the Sweepstakes (electronic or otherwise) or if technical difficulties (e.g. infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor(s)) compromise the security, fairness, integrity or administration of the Sweepstakes, the Sponsor(s) reserve(s) the right to void the entries at issue and/or modify, suspend, cancel or terminate the Sweepstakes and conduct a random drawing to award the prize among 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 online at

ktna.com/hotel. Sponsor(s) reserve(s) the right to disqualify any entrant that tampers with the operation of the Sweepstakes or website or violates the Official Rules of the Sweepstakes. Entries not conforming to announced entry specifications will not be acknowledged or returned.

CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSORS RESERVE THE RIGHT TO PROSECUTE OR SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

By entering this Sweepstakes online, participants agree to KTLA Terms of Use at <https://www.nexstar.tv/terms-of-use/> and the Privacy Policy located at <https://www.nexstar.tv/privacy-policy/>. All entry information becomes the property of the Sponsor(s), and entrants grant the Station the right to distribute all of their entry information to the other Sponsor(s). By entering, entrants grant the Sponsor(s) the right to broadcast and distribute their name, image, likeness, voice, entry materials, and biographical information in any media whatsoever, including on the air on the Station and on ktna.com, for any purpose whatsoever, worldwide, in perpetuity, without any further authorization from or compensation to the entrant. The Sponsors reserve the right to reject and disqualify any submissions that do not meet the terms and conditions of these Sweepstakes rules.

4. Odds of Winning. The odds of winning depend on the number of entries submitted in this Sweepstakes.

5. Prize(s). There will be one winner in this Sweepstakes. At the conclusion the entry period, all entries submitted that include the *correct* keyword will be combined into a single pool, and from that pool, one (1) winner will be selected in a random drawing. Winner will be notified that they won by phone or e-mail. The winner will receive:

- Two weeknights of accommodations for two people in the Red Bull Dogtown Suite at Hotel Erwin, 1697 Pacific Ave, Venice, CA 90291 ("the Hotel"). Hotel accommodations are only available Monday through Thursday. Additional blackout dates may apply. Valet parking will be included with Hotel accommodations.
- A credit redeemable for up to \$50 in beverages at the High Rooftop Lounge, located on the premises of the Hotel.
- A "Tandem for Two" beach experience on Venice Beach from Beach Now, including the use of two chairs, two towels, one umbrella, two pillows, and a Bluetooth speaker. Details on "Tandem for Two" can be found at <https://www.beachnow.me/collections/the-ultimate-beach-experience/products/tandemfortwo>. This part of the prize will also include lunch for two, provided through Beach Now.
- A package of assorted merchandise provided by Hotel Erwin.

The approximate retail value of each winner's prize is \$1,100.00. Entrants can win only once.

The potential winner will be contacted by a representative of the Sponsor, and must reply within 48 hours to maintain eligibility. If a potential winner cannot be contacted within this time period or fails to respond to any attempted contact, such potential winner will be disqualified, his/her entry will be declared null and void and the Sponsors reserve the right, in their sole and absolute discretion, to choose another potential winner by the process referred to above.

All results are unofficial until winner(s) is/are verified by the Sponsor(s). Prizes may not be exchanged, substituted, transferred or redeemed for other prizes by winner. Cash will not be awarded as a substitute for prize. Prizes are awarded 'as is' with no guarantees or warranties as to use, merchantability, or fitness for a specific purpose, and the Sponsor(s) is/are not responsible for defective prizes. Sponsor(s) reserve(s) the right to substitute a prize in their sole discretion without an on-air or off-air announcement, in which case a prize of equal or greater value will be awarded. Other terms and conditions may apply.

6. Conditions for Acceptance of the Prize(s). The winner must claim the prize(s) in-person at the Station, located at 5800 Sunset Blvd., Los Angeles, CA, 90028, during regular business hours (Monday - Friday from 9:00 a.m. to 5:00 p.m.), except at Sponsor's discretion. The prize(s) must be claimed within 90 days of initial contact between Sponsor and winner, or by the deadline set by Sponsor as part of the fulfillment process (whichever is later), or it/they will be forfeited. Winner will be required to provide a valid government issued photo identification card and to execute an affidavit of eligibility and publicity and liability release prior to receiving their prize(s). The Station may require the winner's guests, invitees, or travel companions to sign liability releases prior to receiving the prize. All unclaimed or rejected prizes will be forfeited. Failure by the winner(s) to respond to the Station's messages, calls, e-mails or other notifications will lead to forfeiture of the prize(s). Failure to completely fill out and sign all waivers, releases, or forms requested by the Station will result in forfeiture of the prize(s). Upon forfeiture of the prize(s), the Station has the right to select an alternate winner using the same process described above. A winner who forfeits any prize is not eligible to win another Contest conducted by the Station for thirty (30) days.

Payment of all federal, state and local taxes is the sole responsibility of the winner(s) and the winner(s) may receive an IRS 1099 Form or equivalent from the Sponsor(s). The Sponsor(s) 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) is/are required to fill out any tax forms requested by the Sponsor(s) in order to receive their prize(s).

Hotel accommodations are not available on holidays. Hotel accommodations and other services associated with the prize subject to availability. Prize must be used by December 31, 2021. Winner may be required to present a credit card for pre-authorization of a set amount of funds put on hold to cover incidental costs and other fees not included in the prize. Winner will be solely responsible for any and all license and registration fees, additional fees, transportation costs, gratuities and all other items of an incidental nature. All expenses on receipt and use of prize(s) are the sole responsibility of the winner(s), the Sponsor(s) is/are not responsible for any weather changes or extenuating circumstances relating to a prize received. The Sponsor(s) is/are not responsible for replacing or reimbursing winners with any form of compensation for events or services that are delayed or canceled. All delays and cancellations are deemed beyond the control of the Sponsor(s). This includes, but is not limited to, event cancellations, trip schedule changes, pandemic, stay at

home orders, flight cancellations, changes in travel arrangements, travel delays of any form and duration, game cancellations and delays, as well as all acts of nature. The Sponsor(s) is/are not responsible for any expenses incurred by Sweepstakes winners as a result of such delays or cancellations. Sponsor(s) will not be responsible for failure to supply the prize(s) by reason of any force majeure events, such as acts of God, war, terrorist attacks, pandemic, stay at home orders, unusually severe weather, labor strikes, or other causes beyond the control of the Sponsor(s).

By accepting the prize, the winner or winners agree to have their name, voice, likeness, biographical information, and entry materials used in any advertising or broadcasting material relating to this Sweepstakes, and in any media whatsoever, including the Station and on ktla.com, for any purpose whatsoever, worldwide, in perpetuity, without any further authorization or compensation to the winner(s).

7. Social Media. For contests or sweepstakes promoted on Facebook, Twitter, Instagram, YouTube, Snapchat, iHeartRadio, or any other social media website (each a “Social Media Site” and collectively the “Social Media Sites”), the Sponsors reserve the right to void any entrant’s entry in the Sweepstakes for failure to abide by the guidelines, policies, or procedures of the applicable Social Media Site, and to delete or remove any of entrant’s related “Likes,” comments, posts, tweets, videos, photos, user generated content, or other electronic messages, communications, or submissions at their discretion. The Sponsors also reserve the right to block, ignore, report, and/or completely prevent any entrant, account, user, or profile from accessing the Sweepstakes and/or the Sponsors’ profile(s), account(s), website(s), blog(s) or handle(s). This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with the Social Media Sites. By entering this Sweepstakes, entrants agree to release and hold the Social Media Sites harmless from any or all claims, liability, damages, judgments, fines, costs, expenses related to or associated with their participation in this Sweepstakes. Entrants understand that by logging-in to the applicable Social Media Site, that they agree to comply with the Social Media Site’s Terms of Service, and that their personal information is subject to the Privacy Policies and information collection practices of the Social Media Site. Entrants agree that the Sponsors are not responsible for the collection, disclosure, transfer, or dissemination of their personal information, whether directly or indirectly, by third party advertisers, marketers, or any other transferees. For entries submitted through the Social Media Sites, the Sponsors may be limited to using the information in a manner set forth by the Social Media Sites and in no other way.

8. Limitation on Liability. Sponsor(s) disclaim(s) all liabilities to the winner(s) with respect to receipt and use of the prize(s). Winners and their guests or travel companions, by acceptance of their prize(s), agree to release and hold the Sponsor(s) and its/their affiliated companies, their advertising, promotion and production agencies, and their respective parent companies, subsidiaries, affiliates, officers, shareholders, directors, employees, agents and representatives harmless from any and all liability, claims, causes of actions, damages, fines, and costs of any kind whatsoever (including reasonable attorney’s fees) which may be sustained directly or indirectly to persons or property in connection with the receipt, ownership or use of the prize or while preparing for, participating in, and/or traveling to any Sweepstakes or prize-related activity.

9. Reservation of Rights. Sponsor(s) reserve(s) the right to make changes to these Official Rules in their sole discretion which will become effective upon announcement. Sponsor(s) reserve(s) the right to cancel or terminate this Sweepstakes for any reason in the event that it cannot be run or

administered as intended by the Sponsor(s). Any such changes or termination will be announced on ktla.com.

10. Contact Information. For questions or more information about this Sweepstakes, please contact KTLA at 5800 Sunset Blvd., Los Angeles, CA, 90028 and ktla.com. For a copy of these rules, addendum, and/or list of winners please send a self-addressed stamped envelope to KTLA, HOTEL ERWIN GIVEAWAY JULY 2021, 5800 Sunset Blvd., Los Angeles, CA, 90028, within sixty (60) days of the end of this Sweepstakes.