

# Mi Casa Makeover OFFICIAL RULES

## **NO PURCHASE OR ONLINE ACCESS NECESSARY TO ENTER OR WIN.**

**ELIGIBILITY:** The Contest is open to legal residents of **Texas** who are eighteen (18) years or older at the time of entry. Void where prohibited by law. Winners of previous **KENS-TV** contests are not eligible to win another KENS-TV contest within a 90-day period.

Employees, temporary employees, independent contractors and interns of KENS-TV, KCWX-TV, kens5.com, Belo Interactive, Inc., Belo Corp., their respective subsidiaries, parents, partners, other contest sponsors, advertising and promotional agencies (hereinafter "Contest Providers") and the immediate family members of each, are not eligible to win prizes.

**HOW TO ENTER:** Obtain Entry form by going online to kens5.com and follow all instructions listed at the **Mi Casa Makeover link**. **Your completed registration package may be mailed Mi Casa Makeover KENS-TV PO Box TV 5 San Antonio, Texas 78299.** All mail entries must be postmarked by the posted deadlines. (see Deadlines below). No mechanically reproduced mail-in entries will be accepted. **ONE ENTRY PER HOUSEHOLD.**

**DEADLINES:** The contest begins at 8:30am on November 20, 2009 and ends at 5:30pm on January 11, 2010 for Mi Casa Home Makeover. Mail-in entries must be postmarked by the stated deadline. No submissions will be accepted after the deadline for any reason. Contestants entering close to the posted deadline do so with this information in mind.

**ODDS OF WINNING:** Odds of winning depend on the number of eligible entries received.

**PRIZES:** The following prize(s) will be awarded:

1. Number of Winners
2. Description of Prize
3. Approximate Retail Value (ARV) Of Each Prize

**[NOTE ANY SPECIAL REQUIREMENTS FOR TRAVEL, AUTOMOBILES (LICENSE ISSUES) AND EVENTS.** Prizes are non-transferable and may not be redeemed for cash; substitutions may not be requested. By participating in contest and accepting a prize, participants and winner will be deemed to agree to these Rules. Winner is responsible for all applicable federal, state, and local income and any other taxes, fees and surcharges. An IRS Form 1099 will be issued for all prizes with a retail value in excess of \$600. Contest Providers reserve the right to substitute a prize of equal or greater value.

**WINNER SELECTION:** Winner selection shall take place on or about January 29, 2010 at 5400 Fredericksburg Rd., San Antonio, TX 78229. Winner selection will be made by Contest Providers, whose decision shall be final. Winners will be notified by e-mail, phone, U.S. mail and/or overnight courier on or near date specified. If a winner is unreachable after two (2) business days, an alternate winner will be selected from the remaining qualified entries. In order to be named a winner, potential winners may be required to execute and return an Affidavit of Eligibility/Prize Acceptance Form/Release of liability upon accepting a prize. Noncompliance will result in disqualification and an alternate winner will be selected.

**USE OF CONTEST INFORMATION:** Notwithstanding any contrary provision in any of Contest Providers' respective privacy policies, Contestants grant to Contest Providers, and Contest Providers reserve, the right to use any and all information related to the Contest, including information provided by Contestants in connection with the Contest, for marketing purposes or any other purpose, unless prohibited by law. Contestants may be required to sign a release, which grants to Contest Providers the right to use and publish their proper name and state of residence online or in any other media in connection with the Contest. By accepting a prize, winner(s) may be required to sign a release that grants permission to Contest Providers to use his or her name, photograph, likeness, voice, prize information and/or biographical information for publicity and promotional purposes without future compensation unless prohibited by law. By entering, participants release and hold harmless Contest Providers, their respective parents, subsidiaries, affiliates, directors, officers, employees, and agents from any and all liability for any injuries, loss or damages of any kind arising from or in connection with the Contest or any prize won. Restrictions, conditions and limitations apply.

**CONDUCT:** By entering the Contest, you agree to be bound by these Official Rules. The Official Rules will be posted at kens5.com and available at the business offices of KENS-TV throughout the Contest. Contestants further agree to be bound by the decisions of the Contest Providers, which shall be final and binding in all respects. Contest Providers reserve the right at their sole discretion to disqualify any individual they find to be tampering with the entry process or to be acting in violation of the Official Rules.

You agree that in your participation in the Contest you will not use obscene, libelous or slanderous language, or language that infringes upon a third party's trademark, trade name or other intellectual property right or right of privacy. You agree to indemnify and hold harmless KENS-TV, Belo Interactive, Inc., Belo Corp., their respective subsidiaries, parents, partners, or other contest sponsors, officers, consultants, agents, and employees against and from all claims, damages liabilities, costs and expenses asserted by third parties alleging that the Contest includes obscenity, libel, slander, or infringes upon the third party's intellectual property or privacy rights, as a direct result of your actions in connection with the Contest. You further agree to not knowingly damage or cause interruption of the Contest or to prevent others' participation in the Contest.

**LIMITATIONS OF LIABILITY:** Winners assume liability for losses or injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, use of, or failure to receive any prize. Contest Providers are not responsible: (i) for any lost, late, illegible, incomplete, postage-due, misdirected or mutilated mail; or (ii) for any incorrect or inaccurate information, in the Contest or by any technical or human error that may occur in the processing of submissions in the Contest. Contest Providers assume no responsibility for an error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction of authorized access to, or alteration of, entries. Contest Providers are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of e-mail or players on account of technical problems or traffic congestion on the Internet or at any Web site or combination thereof, including injury or damage to participants or to any other person's computer related to or resulting from participating or downloading materials in the Contest. If the Contest is not capable of running as planned for any reason, including legal restrictions, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Contest Providers that corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Contest Providers reserve the right to cancel, terminate, modify or suspend the Contest.

**RULES / WINNERS LIST:** Official Rules and the name of the winner may be obtained by sending a self-addressed, stamped #10 envelope to: KENS-TV, PO Box TV 5, San Antonio, Texas 78299. Indicate "Mi Casa Makeover Rules Request" or "Mi Casa Makeover Winners List" on the outside of the envelope as applicable. Limit one (1) request per envelope. The request must include the name of the contest. Winners List will be available 5 days after the winners are confirmed. Questions regarding this contest may be addressed to: **KENS-TV PO Box TV 5, San Antonio, Texas 78299.**

**INTELLECTUAL PROPERTY:** The Contest and all of the related pages, contents and code are copyright KENS-TV, and/or their sponsors. Copying or unauthorized use of any copyrighted material or trademarks without the express written consent of its owner is strictly prohibited.

**GENERAL CONDITIONS:** This Contest is subject to all federal, state, and local laws and regulations and is void where prohibited by law.