

## Museum of the Bible Flyaway Contest

## OFFICIAL CONTEST RULES (Prizes Over \$600 or Services)

- 1. NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. Copies of the written contest rules for the "Museum of the Bible Flyaway Contest" are available by The Moody Bible Institute of Chicago ("Sponsor") as set forth below (checked, if applicable):
  - ☑ For download at the following website URL: moodyradio.org/motbflyaway.
  - ☑ In print at the headquarters of Sponsor located at: 820 North LaSalle Blvd. Chicago, IL 60610.
- 2. ELIGIBILITY RESTRICTIONS. The "Museum of the Bible Flyaway Contest" contest (the "Contest") is open to all natural persons who are legal residents of the 50 United States and the District of Columbia and who are 21 years of age or older as of Monday, September 3, except for the following individuals: employees of Sponsor, its affiliated advertising agencies, participating sponsors, promotional partners (collectively, "Sponsor Employees") and members of the immediate families or household members (as defined below) of Sponsor Employees. "Immediate family" shall include spouse, parents, children, siblings, grandparents, and grandchildren. "Household member" shall include people who share the same residence at least three (3) months out of the year. The Contest is subject to all applicable federal, state, and local laws and regulations. Contest is void where prohibited by law.
- **3.** CONTEST PERIOD. The Contest will begin Monday, September 3, 2018 at 12:01 am CST and will run through Sunday, September 23, 2018 at 11:59 pm CST (collectively the "Contest Period"). Sponsor's computer is the official time-keeping device for the Contest.
- **4.** HOW TO ENTER: THERE IS ONE WAY TO ENTER THE CONTEST. To participate in the Contest, you must do the following (checked, if applicable):
  - ☑ Visit moodyradio.org/motbflyaway and submit the Contest online entry form that requires submission of the following personal information: First Name, Last Name, Address, City, State, Zip Code, Phone Number, and email address.
  - Only one entry is allowed per individual. All entries must be received within the Contest Period. Sponsor assumes no liability for lost, late, incomplete, or misdirected entries. All entries become the sole and exclusive property of Sponsor and will not be returned. No mail-in entries will be accepted.
- 5. WINNER SELECTION. There will be three random drawings, one to occur on each of the following dates: Monday, September 10, 2018; Monday, September 17, 2018; and Monday, September 24, 2018. In each drawing, 1 winner will be selected from all eligible entries made by September 24, 2018 until the date of each subsequent drawing. Odds of winning depend on the total number of eligible entries received. Each Prize described herein will be awarded. The winning entrants will be contacted by Wednesday, September 12, 2018; Wednesday, September 19, 2018; and Wednesday, September 26, 2018 either in person or using the contact information that was included in the entry form and will be awarded the applicable Prize (subject to verification of eligibility and compliance with the terms of these rules). Non-













compliance with these Official Contest Rules, or the inability to contact a chosen winner within five (5) business days of attempted notification may result in disqualification of that winner. In the event that a chosen winner is disqualified for any reason, Sponsor will select an alternate winner in a random drawing of all remaining eligible entries.

- 6. VERIFICATION OF WINNER. POTENTIAL CONTEST WINNER IS SUBJECT TO VERIFICATION BY SPONSOR WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. Each chosen winner must continue to comply with all terms and conditions of these Official Contest Rules, and winning is contingent upon fulfilling all requirements. To claim a Prize, each chosen winner will be required, by Saturday, September 22, 2018; Saturday, September 29, 2018; and Saturday, October 6 2018, if determined necessary by Sponsor in its sole discretion, to sign and return to Sponsor an affidavit of eligibility and liability/publicity release (except where prohibited), complete an IRS Form W-9, and provide a copy of a valid government issued picture I.D. If a chosen winner cannot be contacted, or fails to provide the required documentation described in this paragraph within the required time period, the chosen winner forfeits the applicable Prize. In the event a chosen winner is disqualified for any reason, Sponsor may award the applicable Prize to an alternate winner by random drawing from among all remaining eligible entries.
- **7.** PRIZE. Sponsor will give away the following prizes (each a "Prize"):

| Number of Prizes | Description of Prize: Total Estimated Value of Grand Prize: \$3,000   |
|------------------|---|
| 3                | For the winner and one guest:  * Round-trip airfare to Washington D.C.  * 3 night Hotel accommodations (October 25, 2018 – October 27, 2018)  * Lunch Saturday  * \$200 Gift Card, (may be used for ground transportation, additional meals, etc.)  * Admission to Museum of the Bible and non-ticketed exhibits  * Inclusion in live studio audience and live broadcast  * Gift bags with additional prizes from Sponsor and Museum of the Bible |

Each Prize is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion.

- **8.** Each winner will be solely responsible for all taxes and all other fees and expenses not specified herein associated with the receipt and use of the applicable Prize, and will be issued an IRS Form 1099 to report their winnings to the extent required by law or as otherwise determined necessary by Sponsor in its sole discretion.
- 9. ENTRY CONDITIONS AND RELEASE. By entering, entrants agree, and by receipt of a Prize, each winner agrees, to: (a) comply with and be bound by these Official Content Rules and the decisions of the Sponsor, which are binding and final in all matters related to this Contest; (b) release and hold harmless Sponsor and its subsidiaries, related, and affiliated companies, participating sponsors, the Prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest, and each of their respective past and present officers, directors, trustees, employees, agents and representatives (collectively, the "Released Parties") from and against any claim, cause of action or liability, including, but not limited to, negligence or damages or any kind to persons or property, including but not limited to invasion of privacy, defamation, slander, libel, violation or right of













publicity, infringement of trademark, copyright or other intellectual property rights, personal injury, death, or damage to or loss of property, arising in whole or in part, directly or indirectly, out of the entrant's participation in the Contest or Contest-related activity or receipt or use or misuse of any Prize; and (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorneys' fees) arising out of or relating to an entrant's participation in the Contest and/or entrant's acceptance, use, non-use or misuse of a Prize.

- **10.** PUBLICITY. Except where prohibited, participation in the Contest constitutes a winner's consent to Sponsor's and its agents' use of the winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media now known or hereafter discovered, worldwide, without notice, review, approval or further payment or consideration. Each winner also agrees to allow Sponsor, in its sole discretion, to interview the winner on the radio.
- 11. GENERAL CONDITIONS. Sponsor reserves the right in its sole discretion to modify the Contest Rules at any time for any reason. Material modifications shall be announced or distributed in the same manner set forth in Section 1 herein. Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of the Official Content Rules of this or any other promotion in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Content Rules shall not constitute a waiver of that provision.
- 12. LIMITATION OF LIABILITY. The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Contest; (d) technical or human error which may occur in the administration of the Contest or the processing of entries; (e) late, lost, undeliverable, damaged or stolen mail; or (f) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any Prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Contest, if it is possible. If the Contest, or any part of it, is discontinued for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries receipted up to the date of discontinuance for any or all of the Prizes offered herein. No more than the stated number of Prizes will be awarded.
- **13.** Entrant's Personal Information: Information collected from entrants is subject to Sponsor's Privacy Policy at https://www.moodyglobal.org/privacy-policy/.
- **14.** Winner List: A winner list will be available after winner confirmation is complete. Such winner list can be obtained as set forth below (checked, if applicable):













- ☑ By visiting the following URL: moodyradio.org/motbflyaway.
- ☐ By contacting Sponsor at the following email: brittany.bernholdt@moody.edu
- 15. Disputes: Except where prohibited, entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Contest or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Northern District of Illinois or the appropriate state court located in Chicago, Illinois (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Content Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Illinois without giving effect to any choice of law or conflict of law rules (whether of the State of Illinois or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Illinois.

## **APPROVED**

By MBI Legal (GPO) as to legal form at 1:22 pm, Aug 24, 2018













## <u>PRIZE(S) WINNER</u> AFFIDAVIT OF ELIGIBILITY AND PUBLICITY RELEASE (THE "AFFIDAVIT")

| Date:   | Contest Name (the "Contest"): _   |                                   |
|---|---|-----------------------------------|
| Name of Winner:   | Address:  |                                   |
| City, State, Zip:   |   | County:                           |
| Home Number:  | Work Num  | ber:                              |
| Prize(s):   |   |                                   |
| Bible Institute of Chicago (completed, signed, notarized) | [Name of Winner], a "MBI") with the full understanding that this red and returned within five business days on the Prize(s) in the Contest. | s Affidavit signed by me, must be |
| I hereby state that I have c                              | complied fully with all of the Official Contes  | t Rules attached hereto and       |

I hereby state that I have complied fully with all of the Official Contest Rules attached hereto and incorporated by reference herein, and that I meet the eligibility requirements specified in the Official Contest Rules and I agree to comply with all of the requirements of the Contest as interpreted by MBI, and I am fully qualified to be awarded this/these Prize(s).

I AGREE TO AND HEREBY RELEASE, DISCHARGE, INDEMNIFY AND HOLD HARMLESS, ON BEHALF OF MY ASSIGNS, EXECUTORS, PERSONAL REPRESENTATIVES, ADMINISTRATORS AND HEIRS, MBI AND ANY SPONSORS ASSOCIATED WITH THE CONTEST, AND THEIR RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES (COLLECTIVELY, THE "RELEASED PARTIES") FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, DAMAGES, DEMANDS, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES), AND/OR CAUSES OF ACTION OF ANY NATURE OR KIND WHATSOEVER, WHETHER PRESENTLY KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, WHICH I MAY HAVE, OR WHICH I MAY SUBSEQUENTLY ACQUIRE, AS A RESULT OF MY PARTICIPATION IN THE CONTEST AND/OR RECEIPT OF THE PRIZE(S), INCLUDING WITHOUT LIMITATION, LIABILITY FOR PERSONAL INJURY, DAMAGE OR LOSS, ASSOCIATED WITH SAID PRIZE(S) AWARDED OR TO BE AWARDED OR ANY BREACH OR ALLEGED BREACH BY ME OF ANY AFFIRMATION, UNDERTAKING OR OBLIGATION IN THIS AGREEMENT. I FURTHER AGREE THAT IN THE EVENT I BRING A CLAIM OR LAWSUIT IN VIOLATION OF THIS AGREEMENT, I SHALL BE LIABLE FOR ANY ATTORNEYS' FEES AND COSTS INCURRED BY RELEASED ENTITIES IN CONNECTION WITH SUCH CLAIM OR LAWSUIT.

In consideration of my receipt of the Prize(s), I agree to be solely responsible for any and all taxes and/or other fees, including, but not limited to, any federal state or local income taxes, which are or may become payable as a result of my participation in the Contest and/or receipt of the Prize(s). I further agree to and hereby release on behalf of my assigns, personal representatives and heirs, the Released Entities from and against all liability with respect to in any way arising out of my tax liabilities and/or use













of my name, likeness, voice or any other material I submit for or as a result of the participation in the Contest, including, but not limited to, any claim based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property related cause of action, or otherwise in connection with or related to the Contest.

I specifically waive the provisions of California Civil Code Section 1542, or any other statute of similar import or effect, that otherwise may exclude unknown claims from this release, and acknowledge that I am familiar with the provisions of California Civil Code Section 1542, which provides as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR." All grants of permission and consent, and all covenants, agreements and understandings contained herein are irrevocable.

This Authorization is made and entered into within and shall be governed by, construed, interpreted and enforced in accordance with the laws of the Illinois, without regard to the principles of conflicts of laws. Any action to enforce this Authorization shall be brought exclusively in state and federal courts located in the City of Chicago, County of Cook, Illinois. I acknowledge and represent that I am over the age of 18, have carefully read and know the contents of this Affidavit and Release, understand its terms and provisions, and have signed it knowingly and voluntarily.

| Winner's Signature                             | Date |
|--|------|
| Winner's Full Name (Please Print)              | Date |
| Notary Public (typically available at a bank): |      |
| Sworn before me on this day of, 20             |      |
| Notary Signature                               |      |
| (Seal)   |      |











