

# CPTV's Text, Give & Win Contest

## Official Rules and Mobile Terms and Conditions

**NO PURCHASE REQUIRED TO ENTER OR WIN.**

**1. Sponsor:** Connecticut Public Broadcasting, Inc. (CPBI), 1049 Asylum Avenue, Hartford, Connecticut 06105. U.S.A, and its related companies (CPTV- Connecticut Public Television and WNPR - Connecticut Public Radio).

**2. How to Enter:** Entrants can use their wireless phone to text "CPTV" to 88089. Entrants will receive a text message confirming their request to enter. Reply Yes to confirm. This will automatically earn one (1) entry into CPTV's Text, Give & Win Contest. Entrants will be billed \$.99 per entry by Cellit, LLC. Additional standard text messaging charges will apply. Entrants should contact their carrier for pricing plans and details. Text message entry is designed to work with most major wireless carriers, but Sponsor makes no guarantee that any particular wireless service provider will participate.

In the event of a dispute as to any text messaging entry, the account holder for the wireless number used to enter CPTV's Text, Give & Win Contest will be deemed to be the entrant and must comply with these Official Rules and Term and Conditions in order to receive a prize.

**3. Alternate Means of Entry:** Entrants can send a self-addressed postcard to "CPTV's Text, Give & Win Contest" c/o Connecticut Public Broadcasting, Inc. 1049 Asylum Avenue, Hartford, Connecticut 06105, U.S.A. All postcards must be received by Monday, December 3, 2007 at 12:00 p.m. Eastern Standard Time ("ET").

**4. Promotion Period:** CPTV's Text, Give & Win Contest begins November 28, 2007 at 10:00 a.m. ET and ends December 3, 2007 at 12:00 p.m. ET (the "Promotion Period"). There is no limit to the number of times an individual can enter during the Promotion Period.

**5. Eligibility:** CPTV's Text, Give & Win Contest is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry, or have their parent's or guardian's permission. Employees and Trustees of Connecticut Public Broadcasting, Inc, and its related companies, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. Odds of winning

depend on the number of eligible entries received. Subject to all federal, state, and local laws and regulations. Void where prohibited.

**6. CPTV's Text, Give & Win Contest Drawing:** One potential winner will be randomly selected from all eligible entries received during the Promotion Period. The Administrator's (employee of the Sponsor) decisions as to the administration and operation of CPTV's Text, Give & Win Contest and the selection of the potential winner are final and binding in all matters related to CPTV's Text, Give & Win Contest. The potential winner will be notified by phone on December 3, 2007 by 2:00 p.m. ET. and the name of the winner will be posted on [www.cptv.org](http://www.cptv.org) on December 3, 2007 at 5:00 p.m. ET.

If the potential winner cannot be contacted by 2:00 p.m. ET on December 3, 2007, the potential winner forfeits the prize. Potential winner must continue to comply with all the provisions of the Official Rules and Terms and Conditions, and winning is contingent upon fulfilling all requirements. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held after which the prize will remain unawarded.

**7. Prizes:** Prize will be announced on [www.cptvfootball.org](http://www.cptvfootball.org), on CPTV and in our promotional materials. Approximate Retail Value ("ARV") of prize will be \$999.00 or less. Actual value may vary based on prize awarded. Prize is non-transferable and no substitution will be made except as provided at the Sponsor's sole discretion. Sponsor reserves the right to substitute the prize for one of equal or greater value if the designated prize or any portion thereof should become unavailable for any reason. Winner is responsible for all taxes, fees and maintenance associated with prize receipt and/or use. Odds of winning CPTV's Text, Give & Win Contest prize depends on the number of eligible entries received during the Promotion Period.

**8. Publicity:** Except where prohibited, participation in CPTV's Text, Give & Win Contest constitutes winner's consent to Sponsor's use of winner's name, likeness, voice, opinions, biographical information, hometown and state for promotional purposes in any media without further payment or consideration.

**9. Compliance Conditions:** Sponsor reserves the right, in their sole discretion, to cancel, modify, or suspend CPTV's Text, Give & Win Contest for any cause beyond the control of Sponsor, which, in their sole opinion, corrupt the administration, security, fairness, integrity, or proper operation of the CPTV's Text, Give & Win Contest. In the event of cancellation, Sponsor may elect to identify winner and award

the prize by way of random drawing from among all entrants who had entered CPTV's Text, Give & Win Contest up to the time of such impairment. Sponsor may prohibit any entrant or potential entrant from participating in CPTV's Text, Give & Win Contest, if at the sole discretion of Sponsor, such person shows a disregard for these Official Rules and Terms and Conditions, or acts (1) with an intent to annoy, abuse, threaten, or harass any other entrant, Sponsor, or their agents or representatives; or (2) in any other disruptive manner. Any attempt by any person to deliberately damage any aspect of the technological infrastructure supporting CPTV's Text, Give & Win Contest or undermine the legitimate operation of CPTV's Text, Give & Win Contest is 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 provision of these Official Rules and Terms and Conditions shall not constitute a waiver of that provision.

**10. General Release:** By entering CPTV's Text, Give & Win Contest, entrant agrees to release and hold harmless, Sponsor, each of its related companies, and each of their respective officers, directors, trustees, employees, shareholders, and agents from and against any claim or cause of action arising out of participation in CPTV's Text, Give & Win Contest or receipt or use of any prize.

**11. Limitations of Liability:** Sponsor is not responsible for and shall not be liable for: (i) late, lost, delayed, damaged, misdirected, incomplete, illegible, postage due, or unintelligible entries; (ii) telephone, electronic, hardware, or software program, network, Internet, computer failures, or difficulties; (iii) errors in transmission; (iv) any condition caused by events beyond the control of the Sponsor that may cause CPTV's Text, Give & Win Contest to be disrupted or corrupted; (v) any injuries, losses, or damages, of any kind caused by a prize or resulting from acceptance, possession, use or misuse of a prize, or from participation in CPTV's Text, Give & Win Contest; or (vi) any printing or typographical error in any materials associated with these Official Rules and Terms and Conditions or CPTV's Text, Give & Win Contest generally.

**12. Disputes:** Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with CPTV's Text, Give & Win Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by the Sponsor (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering CPTV's Text, Give & Win Contest but in no event attorneys' fees; and (iii) under no circumstances will entrant be permitted to obtain awards for and entrant

hereby waives all rights to claim 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 Rules and Terms and Conditions, or the rights and obligations of the entrant and Sponsor in connection with CPTV's Text, Give & Win Contest, shall be governed by, and construed in accordance with, the laws of the State of Connecticut, without giving effect to any choice of law or conflict of law rules (whether of the State of Connecticut or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Connecticut.

**13. Entrant's Personal Information/Privacy Policy:** The Sponsor will never, under any circumstances, sell or otherwise distribute entrant's cell phone numbers, or information collected from entrants, to third parties for which the entrant has not opted in. The Sponsor will never market to the entrant directly any services for which the entrant has not opted in by cell phone text message. The Sponsor will never distribute any personal information about the entrant, including the entrant's phone number, name, billing information, or any other piece of identifying information, except when notifying the winner on air.

**14. Winners List:** CPTV's Text, Give & Win Contest results and/or a copy of these Official Rules and Terms and Conditions may be obtained by sending a self-addressed, stamped envelope to "CPTV's Text, Give & Win Contest" c/o Connecticut Public Broadcasting, Inc. 1049 Asylum Avenue, Hartford, CT 06105, U.S.A. Winner's list requests must be received no later than 30 days after the end of the Promotion Period.

**15. Agreement to Official Rules and Terms and Conditions:** By participating in CPTV's Text, Give & Win Contest, each entrant fully and unconditionally agrees to and accepts these Official Rules and Terms and Conditions and the decisions of the Sponsor, which are final and binding in all matters related to CPTV's Text, Give & Win Contest.

**16. Content:** The information displayed in response text messages represents the best efforts of Sponsor. Information provided by Sponsor's text services might produce results that some people find objectionable, inappropriate, or offensive. We cannot guarantee that a message delivered via Sponsor's text services will not provide unintended or objectionable content and assume no responsibility for the content included by Sponsor's text services.

**17. No Automated Querying:** Entrant may not send automated text messages of any sort without express permission in advance from Sponsor. Entrant is not allowed to copy, create, reverse engineer, reverse assemble or otherwise attempt to discover any source code of, or modify the text services in any manner.

**18. Subscription Services:** In the event that Sponsor elects to run a subscription service campaign, Sponsor will promote such campaign on its air and website where subscribers may opt-in. Subscriber may stop subscription service at any time by sending a text message with "STOP" to 88089. If subscriber needs additional assistance, subscriber may call Cellit Mobile Marketing at 1.800.790.6597.

**19. Changes in Official Rules and Terms and Conditions:** Sponsor may modify or terminate text services from time to time, for any reason, and without notice, including the right to terminate with or without notice, without liability to you, any other user or any third party. Sponsor reserves the right to modify the Official Rules and Terms and Conditions from time to time without notice. Please review these Official Rules and Terms and Conditions from time to time so that you will be apprised of any changes.

**20. Charges:** Unless expressly noted, services are offered without charge. Other charges may apply. The entrant is liable for any mobile phone charges incurred (usage, subscription, etc.) as a result of using any of Sponsor's text services. Please consult your mobile service carrier's pricing plan to determine the charges for sending and receiving text messages.

**21. Subsequent Campaigns:** Sponsor plans to run subsequent text to win, text to vote, text your opinion, and/or monthly subscription campaigns. For these campaigns, Sponsor plans to offer premium messages charged to your phone for a fee on a one-time only transactional basis or a recurring subscription basis. Watch/listen to CPTV and WNPR for further details.

**22. Disclaimer of Warranties:** Sponsor disclaims any and all responsibility or liability for the accuracy, content, completeness, legality, reliability, or operability or availability of information or material displayed in Sponsor's text services. Sponsor disclaims any responsibility for the deletion, failure to store, misdelivery, or untimely delivery of any information or material. Sponsor disclaims any responsibility for any harm resulting from information or material received through CPBI.

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**24. Limitation of Liability:** UNDER NO CIRCUMSTANCES SHALL SPONSOR BE LIABLE TO ANY USER ON ACCOUNT OF THAT USER'S USE OR MISUSE OF OR RELIANCE ON THE SPONSOR'S TEXT SERVICES ARISING FROM ANY CLAIM RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF SUCH LIMITATION OF LIABILITY SHALL APPLY TO PREVENT RECOVERY OF DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, AND PUNITIVE DAMAGES WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, (EVEN IF SPONSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON SPONSOR'S TEXT SERVICES, FROM INABILITY TO USE THE SPONSOR'S TEXT SERVICES, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF SPONSOR'S TEXT SERVICES (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES). THIS LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON SPONSOR'S TEXT SERVICES OR RECEIVED THROUGH ANY INFORMATION PROVIDED IN SPONSOR'S TEXT SERVICES CONTENT, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED ON SPONSOR OR RECEIVED THROUGH ANY INFORMATION

PROVIDED BY SPONSOR. THIS LIMITATION SHALL ALSO APPLY, WITHOUT LIMITATION, TO THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, OR LOST DATA. SUCH LIMITATION SHALL FURTHER APPLY WITH RESPECT TO THE PERFORMANCE OR NON-PERFORMANCE OF SPONSOR'S TEXT SERVICES OR ANY INFORMATION OR MERCHANDISE THAT APPEARS ON, OR IS LINKED OR RELATED IN ANY WAY TO, SPONSOR. SUCH LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW.

SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

Without limiting the foregoing, under no circumstances shall Sponsor be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, or loss of or fluctuations in heat, light, or air conditioning.

**25. Miscellaneous Provisions:** These Official Rules and Terms and Conditions will be governed by and construed in accordance with the laws of the State of Connecticut, without giving effect to its conflict of laws provisions or your actual state or country of residence. If for any reason a court of competent jurisdiction finds any provision or portion of the Official Rules and Terms and Conditions to be unenforceable, the remainder of the Official Rules and Terms and Conditions will continue in full force and effect.

These Official Rules and Terms and Conditions constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of the Official Rules and Terms and Conditions will be effective only if in writing and signed by Sponsor.