Midnight, Texas Comic-Con® Sweepstakes
Official Rules
June 30, 2017 — July 9, 2017

PRELIMINARY INFORMATION: NO PURCHASE NECESSARY. A purchase will not improve your chances of winning. Void in Alaska, Hawaii and where prohibited. The Midnight, Texas Comic-Con® Sweepstakes (“Sweepstakes”) will begin on June 30, 2017 at 12:00 A.M. E.T. and end on July 9, 2017 at 11:59 P.M. E.T. (“Sweepstakes Period”). All times in the Sweepstakes refer to Eastern Time (“E.T.”). Odds of winning depend upon the number of eligible Entries (as defined below) received. Sweepstakes is subject to all applicable federal, state and local laws. PRIZE (DEFINED BELOW) DOES NOT INCLUDE ACCOMMODATIONS OR TRANSPORTATION OTHER THAN AS DESCRIBED BELOW.

ELIGIBILITY: Open only to permanent, legal United States residents who are physically residing in one (1) of the forty-eight (48) continental United States and the District of Columbia, and who are eighteen (18) years of age or older as of the start of the Sweepstakes Period. Officers, directors, and employees of Sweepstakes Entities (as defined below), members of these persons’ immediate families (spouses and/or parents, children, and siblings, and each of their respective spouses, regardless of where they reside), and/or persons living in the same households as these persons (whether or not related thereto) are not eligible to enter or win the Sweepstakes. Sweepstakes Entities, as referenced herein, shall include NBCUniversal Media, LLC, 30 Rockefeller Plaza, New York, NY 10112 (“Sponsor”), Allied Advertising Limited Partnership, 2005 Market Street, Philadelphia, PA 19103 (“Administrator”), San Diego Comic Convention, Comic-Con International PO Box 128458, San Diego, CA 92112 (“Prize Provider”), and each of their respective parent, subsidiary, and affiliate companies, and their administrative, advertising, and promotion agencies, and any other entity involved in the development, administration, promotion, or implementation of the Sweepstakes. Winner must be able to travel July 21, 2017 through July 23, 2017 (or on such other dates designated by Sponsor), or the Prize will be forfeited.

HOW TO ENTER: As part of your Entry (as defined below), you will be required to share a photo (“Photo”) on the following theme: why are you excited for NBC’s new show: Midnight, Texas (“Theme”)? Photo must be a copy of an image that depicts the Midnight, Texas Theme. You must submit your Photo according to the instructions provided on the applicable website. Photo, including resolution, quality, and creative concept, will not affect your chances of winning.

You may enter the Sweepstakes through one (1) of the following entry methods:

1. **Twitter Entry:** To enter the Sweepstakes, during the Sweepstakes Period, go to [www.twitter.com](http://www.twitter.com), (“Twitter Site”) and (1) if you already have a Twitter account, log on using your Twitter user name and password, then become a follower of @NBCMidnightTX by searching for “Midnight Texas,” clicking on the Midnight, Texas
2. **Twitter Entry**: To enter the Sweepstakes, follow the instructions on the Twitter Site and follow @NBCMidnightTX as indicated in (1) above. Please note that you must agree to comply with the Twitter Terms of Use in order to create a Twitter account. You must follow @NBCMidnightTX throughout the Sweepstakes Period and for at least fifteen (15) days thereafter (for potential notification purposes) to participate in the Sweepstakes and be eligible to win. You may unfollow @NBCMidnightTX after the fifteen (15) day notification period. Once you have become a follower of @NBCMidnightTX, you will be required to submit via a "Tweet" a Photo of one hundred and forty (140) characters or less with the hashtag “#MidnightTexasSDCCSweepstakes” (the "Twitter Entry"). You must include "#MidnightTexasSDCCSweepstakes" in your Twitter Entry or your Twitter Entry will not be valid. **If your Twitter profile is set to the “Protect my Tweets” setting, your Entry may be disqualified and rejected as ineligible for consideration in the Sweepstakes.** If you choose to submit a Twitter Entry via your web-enabled mobile device, data rates may apply. See your wireless service provider for details on rates and capabilities.

2. **Instagram Entry**: To enter the Sweepstakes, during the Sweepstakes Period, use your personal Instagram account to upload a Photo with the hashtag #MidnightTexasSDCCSweepstakes (“Instagram Entry”). Instagram Entry must include “#MidnightTexasSDCCSweepstakes” or Instagram Entry will not be valid. **If your Instagram account is set to the “Posts are Private” setting, your Instagram Entry may be disqualified and rejected as ineligible for consideration in the Sweepstakes.** An Instagram account is required to enter the Sweepstakes via Instagram. If you do not already have an Instagram account, you can go to [www.instagram.com](http://www.instagram.com) to create a free Instagram account. **If you choose to submit an Instagram Entry via your web-enabled mobile device, data rates may apply.** See your wireless service provider for details on rates and capabilities.

“Twitter Entry” and “Instagram Entry” will collectively be referred to as “Entry” or “Entries.” All Entries become the property of the Sponsor and will not be acknowledged.

By entering the Sweepstakes, entrants grant Sponsor a non-exclusive, royalty-free, and irrevocable license to use, reproduce, copy, publish, display, distribute, perform, translate, adapt, modify, and otherwise exploit the Photo and to incorporate the Photo in other works in any and all markets and media worldwide in perpetuity without additional compensation, notification, permission or approval. Entrants warrant that they have the sole and exclusive right to grant such license to Sponsor and that the Sponsor’s reproduction, publishing, displaying, and/or other use of the Photo will not infringe on any rights of third parties, including, without limitation, copyright, trademark, privacy, or publicity, or create claims for defamation, false light, idea misappropriation, intentional or negligent infliction of emotional distress, or breach of contract. If any Photo contains material that is violent, pornographic, obscene, illegal, inappropriate, or racially or morally offensive or if any Photo does not comply with these Official Rules or meet Sponsor’s standards for any reason, as determined by Photo in its sole discretion, such Photo
(and related Entry) may be rejected as ineligible for entry in the Sweepstakes. Entries must comply with these Official Rules. Sponsor shall have no obligation to copy, publish, display, or otherwise exploit the Photo. If the use of the Photo incurs excessive fees, including but not limited to Guild payments, Sponsor reserves the right to disqualify such Photo (and the related Entry).

Entries must be received before July 9, 2017 at 11:59 P.M. E.T. to be eligible for the Sweepstakes. Sponsor shall be the official timekeeper for all matters related to this Sweepstakes. You may enter once during the Sweepstakes Period, regardless of method of Entry. Multiple Entries received from any person beyond this limit will void all such additional Entries. Entries generated by a script, macro, or other automated means or by any means that subverts the entry process will be disqualified. Entries that are incomplete, garbled, corrupted, or unintelligible for any reason, including, but not limited to, computer or network malfunction or congestion, are void and will not be accepted. In case of a dispute over the identity of an entrant, the authorized account holder of the Twitter account or Instagram account, as applicable, will be deemed to be the entrant. “Authorized account holder” of a Twitter account is defined as the person assigned to the Twitter account by Twitter. “Authorized account holder” of an Instagram account is defined as the person assigned to an Instagram account by Instagram. Entry constitutes permission (except where prohibited by law) to use entrant’s name, city, state, likeness, image, and/or voice for purposes of advertising, promotion, and publicity in any and all media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission, or approval.

WINNER SELECTION AND NOTIFICATION: On or about July 10, 2017, one (1) potential winner (“Winner”) will be selected in a random drawing by representatives of the Sponsor or its designated agent from all eligible Entries received during the Sweepstakes Period. Sponsor will make two (2) attempts within twenty-four (24) hours from winner notification to notify potential Winner via direct message to their social media account on which the entry was submitted (Twitter or Instagram) at the time of entry. Sponsor may share potential Winner’s name and contact information with Sweepstakes Entities and/or any prize provider, as applicable, if necessary. Potential Winner may be required to execute and return an affidavit of eligibility, release of liability, and, except where prohibited, publicity release (collectively, “Sweepstakes Documents”) within two (2) business days of potential Winner acknowledging the direct message notification. Noncompliance within this time period will result in disqualification, and, at Sponsor’s sole discretion an alternate potential Winner may be selected from the remaining eligible Entries. If potential Winner cannot be reached, is found to be ineligible, cannot or does not comply with these Official Rules, or if prize or prize notification is returned as undeliverable, potential Winner will be disqualified and time permitting, at Sponsor’s sole discretion, an alternate potential Winner may be selected from the remaining eligible Entries.

PRIZE: There will be one (1) prize (“Prize”) awarded to Winner. Prize will consist of the following: a three (3) day, two (2) night trip for Winner and one (1) guest (“Guest”) to San Diego Comic-Con (“Event”) in San Diego, CA (“Trip”).
Trip will include: round trip, economy class air transportation for Winner and Guest to/from a major commercial airport with regularly scheduled commercial flights closest to Winner’s primary residence (as determined by Sponsor in its sole discretion) to San Diego International Airport (“Airport”) (or at the discretion of the Sponsor, receipt of a $250 travel allowance in the form of a check in lieu of air travel if Winner lives within a one-hundred fifty (150) mile radius of San Diego, California; two (2) night standard hotel accommodations for Winner and Guest (one room, double-occupancy, room and room tax only) at the Westin San Diego (“Hotel”) in San Diego, CA; round trip, ground transportation for Winner and Guest between Airport and Hotel in San Diego, CA; two (2) full-access, 4-day passes for Winner and Guest to the Comic-Con Convention scheduled to take place between Thursday, July 20 and Sunday, July 23 in and around the San Diego Convention Center, located at 111 West Harbor Drive, San Diego, CA 92101 (“Passes”); two (2) VIP tours (“Tours”) for Winner and Guest of NBC’s Midnight, Texas activation scheduled to take place on Saturday, July 22 at a time and place to be determined (in Sponsor’s sole discretion); access for Winner and Guest to a meet and greet (“Meet & Greet”) with available cast members of Midnight, Texas scheduled to take place on Saturday, July 22 at a time and place to be determined (in Sponsor’s sole discretion); access for Winner and Guest to the exclusive NBC Midnight Texas party scheduled to take place on Saturday, July 22 at a time and place to be determined (in Sponsor’s sole discretion); and, a one-thousand dollar ($1,000) corporate check to cover expenses including local transportation and meals.

Estimated Retail Value (“ERV”) of Prize is five-thousand dollars ($5,000.00). Actual Retail Value (“ARV”) of Prize may vary. If Prize includes a Trip, ARV may vary based on, among other things, availability, and existing rates at time of booking, dates of travel, and point of departure. Any difference between ERV and ARV will not be awarded. For any Prize with an ARV over five hundred and ninety-nine dollars ($599), Sponsor will furnish an Internal Revenue Service Form 1099 to Winner for the ARV of Prize for the year in which Prize was won. **PRIZE DOES NOT INCLUDE ACCOMMODATIONS OR TRANSPORTATION OTHER THAN AS DESCRIBED ABOVE.**

All details of Prize will be determined by Sponsor in its sole discretion. Sponsor reserves the right to substitute Prize (or portion thereof) with a similar prize (or prize element) of comparable or greater value. All taxes and other expenses, costs, or fees associated with the acceptance and/or use of Prize are the sole responsibility of Winner. Prize cannot be transferred by Winner or redeemed for cash and is valid only for the items detailed above, with no substitution of Prize by Winner. If Prize is unclaimed within a reasonable time after notification from Sponsor, as determined by Sponsor in its sole discretion, it will be forfeited, and, time permitting, an alternate Winners may be selected from the remaining eligible Entries at Sponsor’s sole discretion.

**Winner must be able to travel July 21, 2017 through July 23, 2017 (or on such other dates designated by Sponsor), or the Prize will be forfeited.** Travel arrangements must be made through Sponsor’s agent and/or Prize Provider, on a carrier of Sponsor’s choice. Certain travel restrictions and blackout dates may apply. Sponsor has the right in their sole discretion to substitute ground transportation for air transportation if Winner’s primary residence is within a
one hundred fifty (150) mile radius of San Diego, CA. Winner and Guest must travel together on the same itinerary, including the same departure date, destination and return date, and must have valid travel documents (e.g., valid government issued photo ID and/or passport) prior to departure, and failure to do so will result in forfeiture of Prize. Sponsor will not replace any lost or stolen tickets, travel vouchers or certificates. Once travel commences, no unscheduled stopovers are permitted; if an unscheduled stopover occurs, full fare will be charged from stopover point for the remaining segments, including return, of the trip. Sponsor is not liable for any expenses incurred as a consequence of flight cancellation/delay. Trip may not be combined with any other offer and travel may not qualify for frequent flyer miles. All travel and lodging will be at the risk of Winner and Guest. Winner is solely responsible for all expenses and costs associated with acceptance and/or use of Prize not specifically stated herein as being awarded, including, without limitation any and all taxes and other expenses, costs, or fees associated with the acceptance and/or use of Prize, travel insurance, ground transportation (other than as described above), security and airport fees, taxes, insurance, gasoline, meals, gratuities, and souvenirs. Sponsor shall have the right, but not the obligation, to make any deductions and withholdings that Sponsor deems necessary or desirable under applicable federal, state and local tax laws, rules, regulations, codes or ordinances.

Sponsor shall have no responsibility or liability for cancellations, delays, or any other change by any company or person providing any element of Prize due to reasons beyond Sponsor’s control, and are not responsible or liable for any expenses incurred as a consequence thereof. Date and/or time of Event, Meet & Greet, Passes and Tours are subject to change. Event, Meet & Greet, Passes and Tours are subject to cancellation. If Winner chooses to attend the Event, Meet & Greet, and/or Tours, or redeem the Passes with no Guest, the remaining elements of Prize shall constitute full satisfaction of Sponsor’s Prize obligation to Winner and no additional compensation will be awarded. Guest, if any, may be required to execute and return releases of liability and, where legal, publicity releases (collectively, “Guest Documents”), which must be returned with the Sweepstakes Documents, or Guest portion of the Prize will be forfeited. If any Guest is a minor, Winner must be such minor’s parent or legal guardian and must execute and return the Guest Documents on such minor’s behalf.

CONDITIONS: By entering the Sweepstakes, each entrant agrees for entrant and for entrant’s heirs, executors, and administrators (a) to release and hold harmless Twitter, Instagram, Sweepstakes Entities and each of their respective officers, directors, and employees (collectively, “Released Parties”) from any liability, illness, injury, death, loss, litigation, or damage that may occur, directly or indirectly, whether caused by negligence or not, from such entrant’s participation in the Sweepstakes and/or his/her acceptance, possession, use, or misuse of Prize or any portion thereof (including any travel related thereto); (b) to indemnify Released Parties from any and all liability resulting or arising from the Sweepstakes and to hereby acknowledge that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to Prize, including express warranties provided exclusively by Prize supplier that are sent along with Prize; (c) if selected as a Winner, to the posting of such entrant’s name on the Website and the use by Released Parties of such name, voice, image, and/or likeness for publicity, promotional, and
advertising purposes in any and all media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission, or approval, and, upon request, to the giving of consent, in writing, to such use; and (d) to be bound by these Official Rules and to waive any right to claim any ambiguity or error therein or in the Sweepstakes itself, and to be bound by all decisions of the Sponsor, which are binding and final. Failure to comply with these conditions may result in disqualification from the Sweepstakes at Sponsor’s sole discretion.

ADDITIONAL TERMS: Sponsor reserves the right to permanently disqualify from any promotion any person they believe has intentionally violated these Official Rules. Any attempt to deliberately damage the Sweepstakes or the operation thereof is unlawful and subject to legal action by Sponsor, who may seek damages to the fullest extent permitted by law. The failure of Sponsor to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of Sponsor (excepting compliance with applicable codes and regulations), or other “force majeure” event will not be considered a breach of these Official Rules. Released Parties assume no responsibility for any injury or damage to entrants’ or to any other person’s computer relating to or resulting from entering or downloading materials or software in connection with the Sweepstakes. Released Parties are not responsible for telecommunications, network, electronic, technical, or computer failures of any kind; for inaccurate transcription of entry information; for errors in any promotional or marketing materials or in these Official Rules; for any human or electronic error; or for Entries that are stolen, misdirected, garbled, delayed, lost, late, damaged, or returned. Sponsor reserves the right to cancel, modify, or suspend the Sweepstakes or any element thereof (including, without limitation, these Official Rules) without notice in any manner and for any reason (including, without limitation, in the event of any unanticipated occurrence that is not fully addressed in these Official Rules). In the event of cancellation, modification, or suspension, Sponsor reserves the right to select Winner in a random drawing from among all eligible, non-suspect Entries received prior to the time of the event warranting such cancellation, modification, or suspension. Notice of such cancellation, modification, or suspension will be posted on the Website. Sponsor may prohibit any entrant or potential entrant from participating in the Sweepstakes, if such entrant or potential entrant shows a disregard for these Official Rules; acts with an intent to annoy, abuse, threaten, or harass any other entrant, Sponsor, or Sponsor’s agents or representatives; or behaves in any other disruptive manner (as determined by Sponsor in its sole discretion). Sponsor reserves the right to modify these rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes.

DISPUTES: THE SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN NEW YORK, NEW YORK. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC., IN ACCORDANCE WITH ITS
STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF (“JAMS RULES”). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN NEW YORK. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPHS WILL BE CONDUCTED IN THE COUNTY OF NEW YORK. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY’S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.

WINNER ANNOUNCEMENT: For the name of the Winner, available after July 18, 2017, visit http://www.nbc.com/midnight-texas/sdcc-sweepstakes, or send a self-addressed, stamped envelope to be received by September 18, 2017 to: Midnight, Texas Comic-Con Sweepstakes Winner’s Name, c/o Allied Advertising Limited Partnership; 2005 Market Street, Suite 300, Philadelphia PA 19103 OR to: Midnight, Texas Comic-Con Sweepstakes Winner’s Name, c/o NBCUniversal, 100 Universal City Plaza, Universal City, CA 91608-1002, Attn: Lauren Collins.

This Sweepstakes is in no way sponsored, endorsed or administered, or associated with Instagram or Twitter. Entrants are providing information to Sponsor and not to Instagram or Twitter.