## The Will & Grace Fab Fan Escape Sweepstakes Official Rules September 6, 2017 — October 15, 2017

**PRELIMINARY INFORMATION:** NO PURCHASE NECESSARY. A purchase will not improve your chances of winning. Void where prohibited. The **Will & Grace Fab Fan Escape Sweepstakes** ("Sweepstakes") will begin on **September 6, 2017** at 12:00 A.M. PT and end on **October 15, 2017** at 11:59 P.M. PT ("Sweepstakes Period"). All times in the Sweepstakes refer to Pacific Time ("PT"). 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, TRANSPORTATION, OR PARKING BEYOND THAT SPECIFIED 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 or the District of Columbia (excluding Alaska, Hawaii, Puerto Rico, Guam, the Virgin Islands and other United States territories), 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. Entrants must be willing to voluntarily submit to and complete a background check. Sweepstakes Entities, as referenced herein, shall include NBCUniversal Media, LLC, 30 Rockefeller Plaza, New York, NY 10112 ("Sponsor"), 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 (defined below) and Guest (defined below) must be able to travel November 7, 2017 through November 9, 2017 (or on such other dates designated by Sponsor), or Prize (defined below) will be forfeited. Guest must be sixteen (16) years of age or older at the start of the Sweepstakes Period. A parent or legal guardian must accompany all Guests under the age of eighteen (18).

**TO ENTER:** To enter the Sweepstakes, during the Sweepstakes Period, visit <u>https://www.nbc.com/will-and-grace/exclusives/fab-fan-escape-sweepstakes</u> (the "Website"), click on the Sweepstakes banner, and follow the provided instructions to complete and thereafter submit the entry form, which includes your full name, ZIP code, telephone number, date of birth, and email address (the "Entry"). If you choose to submit your Entry via your web-enabled mobile device, data rates may apply. See your wireless service provider for details on rates and capabilities. All Entries become the property of Sponsor and will not be acknowledged.

You may enter once during the Sweepstakes Period. 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 must be received before October 15, 2017 at 11:59 P.M. PT to be

eligible for the Sweepstakes. Sponsor's computer shall be the official timekeeper for all matters related to this Sweepstakes. 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 email address used to enter will be deemed to be the entrant. "Authorized account holder" is defined as the person who is assigned to an email address by an Internet access provider, online service provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address. 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.

**PRIVACY:** Entrants will have the opportunity to receive information from Sponsor and selected partners by checking the appropriate box. If, at any time, you no longer wish to receive materials from Sponsor or our partners, please go to our privacy policy, located at <u>https://www.nbcuniversal.com/privacy/</u>, or the applicable partner's privacy policy and follow the procedures indicated.

WINNER SELECTION AND NOTIFICATION: On or about October 20, 2017, one (1) potential winner ("Winner") will be selected in a random drawing by representatives of Sponsor from all eligible Entries received during the Sweepstakes Period. Sponsor will make two (2) attempts to notify potential Winner at the phone number and/or email address submitted 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) days of such 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 (as defined below) 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. Sponsor may require, and potential Winner and Guest must be willing to voluntarily submit to and complete, a background check as a condition of continued eligibility.

**PRIZE:** There will be one (1) prize ("Prize") awarded to Winner. Prize will consist of the following: one (1) trip for Winner and one (1) guest ("Guest") to Los Angeles, CA to experience the Will & Grace – Live Taping (the "Trip").

Trip will include: round trip, coach class air transportation for Winner and Guest from a major commercial airport in the United States nearest Winner's residence to a Los Angeles area airport ("Airport") in Los Angeles, CA; two (2) night hotel accommodations for Winner and Guest in a standard/double occupancy room in a Los Angeles hotel (to be determined by Sponsor in its sole

discretion) (Winner and/or Guest must have major credit card for check-in (subject to terms and conditions of Hotel)) ("Hotel"); exclusive ground transportation to and from Airport and Hotel; a one hundred dollar (\$100) Uber gift card (may be substituted with a one hundred dollar (\$100) check if Winner does not have Uber, to be determined in Sponsor's sole discretion); a seven hundred and fifty dollar (\$750) gift card; two (2) tickets for Winner and Guest to Universal Studios Hollywood; and, two (2) tickets for Winner and Guest to the live taping of Will & Grace scheduled to take place on November 8, 2017 from 6:00 P.M. PT - 10:00 P.M. PT (Winner and Guests may be asked to arrive two (2) hours early to pre-taped performances) at the Universal Studios Backlot, located at 100 Universal City Plaza, Universal City, CA 90068 ("Event"). Blackout dates or other restrictions may apply. Hotel accommodations do not include meals, incidentals, tips, telephone calls, or any other personal expenses during the trip. Prize is subject to certain terms and conditions as specified by issuer. PRIZE DOES NOT INCLUDE TRANSPORTATION, PARKING OR ACCOMMODATIONS BEYOND THAT **SPECIFIED ABOVE.** 

Estimated Retail Value ("ERV") of Prize is three thousand three hundred and ten dollars (\$3,310). Actual Retail Value ("ARV") of Prize may vary. If Prize includes a Trip, ARV may vary based on, among other things, availability, 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 of six hundred dollars (\$600) or greater, Sponsor will furnish an Internal Revenue Service Form 1099 to Winner for the ARV of Prize for the year in which Prize was won.

All details of Prize will be determined by Sponsor in their 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 their sole discretion, it will be forfeited, and, time permitting, an alternate Winner may be selected from the remaining eligible Entries at Sponsor's sole discretion.

Winner must be able to travel November 7, 2017 through November 9, 2017 (or on such other dates designated by Sponsor). The Trip awarded to the Winner must be taken within dates provided by the Sponsor or the Prize will be forfeited. Travel arrangements must be made through Sponsor's agent, 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 place of residence is within a one hundred fifty (150) mile radius of Los Angeles, 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 deem 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 is subject to change. Event is subject to cancellation. If Winner chooses to attend the Event 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. Sponsor reserves the right to change the date and time of Event subject to production exigencies. 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. Guest will be required to consent to a background check and failure to sign such consents and authorizations and/or to furnish all required information will result in disgualification. Guest must be sixteen (16) years of age or older at the start of the Sweepstakes Period. A parent or legal guardian must accompany all Guest under the age of eighteen (18).

**CONDITIONS:** By entering the Sweepstakes, each entrant agrees for entrant and for entrant's heirs, executors, and administrators (a) to release and hold harmless 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 or 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. At Sponsor's request, potential Winner must be willing to sign an affidavit attesting that such entrant meets all of the foregoing eligibility requirements and possibly undergo a background check conducted by Sponsor.

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 their 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 PARAGRAPH 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 October 20, 2017, send a self-addressed, stamped envelope to be received by December 20, 2017 to: The Will & Grace Fab Fan Escape Sweepstakes, 100 Universal City Plaza, Jules Stein Bldg. 1360, Universal City, CA 91608, ATTN: Jessica Sykes.