

RACING IN RICHMOND CONTEST
AUGUST 10, 2009 – SEPTEMBER 8, 2009
OFFICIAL CONTEST RULES

Do I need to purchase anything to participate in this Contest?

No purchase is necessary to participate in this Contest.

Who is conducting this Contest?

WSET Incorporated (“**Sponsor**”) is conducting this Contest on TV station WSET (“**Station**”).

Who can participate in this Contest?

Individuals who are:

- 18 years of age or older at time of the Contest; and
- legal residents of and physically located in WSET’s DMA.

Who cannot participate in this Contest?

Individuals *or* their Family/Household members who:

- live or receive Station’s signal (e.g. satellite retransmission) *outside* the WSET viewing area;
- are employed by Sponsor, promotional companies and advertising agencies involved with this Contest (or their affiliates or subsidiaries); or
- are employed by other radio, television, print media operations in the Station’s market (or their affiliates or subsidiaries).
- “**Family Members**” include: spouses, parents, children and siblings. “**Household Members**” include persons living at the same street address, either full or part time, whether or not they are legally related.

When will this Contest begin and end?

This Contest will begin on **Monday, August 10, 2009** and will continue thereafter through **Tuesday, September 8, 2009**.

How can I participate in and win this Contest?

Participate by going online to www.wset.com and registering. Fill out online form completely including your name, address and a phone number where you can be reached during business hours. Online voting will be limited to one time within a 24 hour period during the contest term. All entries must be received by Station no later than 11:59 p.m. on September 6, 2009. Station and Sponsors are not responsible for entries that may be lost, delayed or misdirected or for printing errors in the contest rules. The winner will be drawn by a station representative and announced on the 6:00 p.m. News on Tuesday, September 8, 2009.

What can I win?

The winner will receive : two (2) NASCAR Chevy Rock and Roll 400 Tickets at Richmond on September 12, 2009, two (2) NASCAR Nationwide Series Tickets at Richmond on September 11, 2009, two (2) Cold Pit/Garage Passes, Attendance for two (2) to Sprint Cup Pre-Race Ceremonies, Pace Car ride for two (2) and Attendance for two (2) to Victory Lane after the Sprint Cup Race. **The Prize is valued at approximately \$1,500.00.** The prize restrictions/condition outlined are not all-inclusive and may be subject to additional restrictions/conditions, which will be stated in the Affidavit/Release.

If the Prize involves a trip, the following conditions may apply.

The prize consists of and includes only the above-mentioned items. The Prize Winner is responsible for all other aspects of attending Richmond International Raceway including, but not limited to: taxes, government fees, travel, meals, gratuities, telephone calls, all hotel charges, cabs, and all other such fees or services rendered. If a winner elects to attend the races with fewer than designated number of guests, no additional compensation will be awarded. In the event that a prize component is not available for any reason, then remaining elements of prize shall constitute full satisfaction of Sponsor's prize obligation to winner and no additional compensation will be awarded.

What are my odds of winning this Contest?

The odds of winning depend on the number of completed online entries received.

How will I be notified?

Potential winners will be announced on the 6:00 p.m. News on Tuesday, September 8, 2009 and will be notified by phone.

Will I be responsible for paying taxes on the prize?

Other than expressly stated in prize descriptions in these Rules, **all federal, state, local, and/or other taxes, without limitation, including income taxes, are sole responsibility of the winner.** Winner will receive a 1099 form from the Sponsor for the total approximate retail value, as stated herein, of the prize he/she won in the calendar year it was won.

What are my responsibilities as the Prize winner?

The Prize winner (and travel guest(s) where applicable) will be required to provide:

- Signed Acknowledgement, Waiver, Indemnification and Release (See Attached Form)
- IRS Form W-9
- Proper Identification (passport, driver's license, or other form of government-issued picture identification)
- Other documentation Sponsor may require
- The winner will have to claim all tickets at the Richmond International Raceway, and must coordinate with the track all events such as pace car rides. Winner must agree to sign all releases provided by Richmond International Raceway and meet requirements for entry into the pit area and other areas normally restricted to the public.
- Only the individual who is declared the winner may claim the Prize.

Under what conditions will a Prize winner be disqualified an alternate winner selected?

- if he/she cannot be reached after a reasonable effort has been made during two (2) business days from September 8, 2009;
- if he/she is found to be ineligible;
- if his/her prize or prize notification is returned as undeliverable; or
- if he/she does not comply with these Rules

What else do I need to know about this Contest?

This Contest is subject to the following additional rules:

1. ***Prize Limits.*** You may win this Contest only once and only one (1) winner per household is permitted. You are eligible to win a prize from Sponsor valued in excess of Six Hundred Dollars (\$600) only once per every twelve (12) months.
2. ***Prize Substitutions.*** Prizes may not be redeemed, exchanged or otherwise substituted. **PRIZES ARE NON-TRANSFERABLE.** NASCAR and Richmond International Raceway may cancel the races at their discretion.
3. ***Sponsor Decisions.*** Decisions of Sponsor with respect to this Contest shall be final in all regards. Sponsor reserves the right, in its sole discretion, to change, alter and/or modify these rules at any time, including the substitution of a prize of equal or greater value. Such change, alteration and/or modification shall become effective upon the broadcast of the same by Sponsor.
4. ***Privacy.*** Any personal information supplied by entrants will be subject to Sponsor's Privacy Policies and terms of service posted at its website. Sponsor has the right to modify, use in perpetuity on any media, assign to any third parties and or dispose of entries. Once submitted, entries become the sole property of the Sponsor and will not be returned.
5. ***Promotional Use of Winner's Identity.*** By participating in this Contest, you grant Sponsor and its designees permission to use your name, picture, likeness, biographical information, statements, address (city and state) and/or voice in any manner for any marketing, advertising or promotions, whether telecast, published, or used in other medium (including but not limited to posting on the web), and to maintain such name, picture, likeness and/or voice in a database for future use, all without additional remuneration, all to the fullest extent permitted by law. Sponsor will not provide any personally identifying information of minors, regardless of its source, to any third party without the express written consent of entrant's parent/legal guardian.
6. ***Technical Problems.*** Neither Sponsor nor its agents and representatives shall be responsible for:
 - any technical difficulties including, but not limited to lost, late, misdirected, incomplete, garbled phone calls, limited calling, dropped lines, busy phone lines, computer error or any technical malfunctions of the telephone network, illegible or mutilated correspondence, inability to access Contest via the Internet due to hardware, software compatibility, server and/or any other condition beyond the reasonable control of Sponsor;
 - cancellation, pre-emption, non-broadcast or out-of-normal-timeslot telecast, in whole or in part, of any program containing a Contest element and Sponsor may choose, at its sole discretion, to cancel, modify or suspend Contest, or any portion thereof, due to such occurrences; or
 - inability of the online portion of the Contest to run as originally planned, including tampering or infection by computer virus. Sponsor at its sole discretion, reserves the right to cancel, modify, or suspend the Internet portion of the Contest and conduct any or all drawings from all salvageable eligible entries received.

7. **Contest Cancellation/Suspension.** Sponsor reserves the right, in its sole discretion, to cancel or suspend this Contest in the event Sponsor cannot preserve the security or proper administration of this Contest, or for any other reason in Sponsor's sole and absolute discretion. In case of a dispute over the identity of the entrant who submitted a selected Internet entry (if applicable), Sponsor reserves the right, at its sole discretion, to deem the owner of the email account (as indicated on Internet service provider records) to be the entrant.
8. **Trademarks.** Any trademarks, tradenames, and/or tradestyles used in this Contest are the sole property of the respective owners of such trademarks, tradenames, and/or tradestyles and are used herein solely for identification purposes.
9. **Legal Preemption.** This Contest is subject to all applicable federal, state and local laws and to these Rules. This Contest is void where prohibited by law.
10. **Acknowledgements.** By participating, you agree:
 - to be bound by these Rules and the decisions of the Sponsor (or their designated representative), which are final and binding in all respects and to waive any right to claim ambiguity with the Rules;
 - to waive any right to claim ambiguity with these Rules;
 - to indemnify and hold harmless the Sponsor from any and all liability resulting or arising from the Contest;
 - to release all right to bring a claim, action, or proceeding against the Sponsor;
 - to acknowledge that Sponsor has neither made nor is in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relating to any prize and **does *not* warrant, guarantee or in any way assure, vouch for or underwrite the work or any product associated with a prize** including, but not limited to, merchantability, material, manufacture, workmanship, design, fitness for any particular purpose, value, condition, operation or performance;
 - that Sponsor shall have no responsibility or liability in connection with disputes over procedures or with respect to use of any prizes (including property loss, damage, personal injury, or death);
 - that any person attempting to defraud or in any way tamper with this Contest will be ineligible for prizes and may be prosecuted to the full extent of the law;
 - that Sponsor is not responsible for multiple entries, entries that are entered by other than human means or by other mechanical means or for entries that are late (including delayed data transmissions), tampered with, illegible, mutilated, forged, mechanically duplicated, mass machine printed, postage due, misdirected, incomplete, destroyed, lost, photocopied entries or entries otherwise not in compliance with these Rules and such entries will be disqualified;
 - that if, for any reason, the online portion of the Contest is not capable of running as originally planned, such as tampering or infection by computer virus, Sponsor at its sole discretion, reserves the right to cancel, modify, or suspend the Internet portion of the Contest and conduct any or all drawings from all salvageable eligible entries received;
 - that the Sponsor is not responsible or liable for any injury or damage to an entrant's or third person's computer and/or its contents, related to or resulting from any part of this Contest; and
 - that in no event shall Sponsor be liable for any special, incidental or consequential damages associated with the Contest.

11. ***Acknowledgement/Waiver/Indemnification/Release.*** Winners of any Prize (and travel guest(s) where applicable) shall be required to execute the attached Acknowledgement, Waiver, Indemnification and Release prior to his or her receipt of such Prize.

12. ***Rules/Winners List.*** Official Rules will be posted on the Sponsor's website during the Contest period. To receive a copy of the Official Rules or the Name of the winner, send a self-addressed envelope to: WSET, Racing in Richmond Rules, PO Box 11588, Lynchburg, VA 24506.

WINNER'S ACKNOWLEDGEMENT, WAIVER, INDEMNIFICATION AND RELEASE

ACKNOWLEDGEMENT. I have read and understand or have had explained to me the official rules and regulations concerning the Racing in Richmond contest promotion, and declare that I have complied fully with all of its associated rules.

I further declare that, at the time of my entry, I was ____ years of age, a resident of _____, and that neither I, nor any member of my Family/Household, was/is an employee of the Sponsor, promotional companies, advertiser or their agencies, subsidiaries, affiliates involved with this contest or other media in the Station's market.

I understand that I am responsible for all taxes of any type associated with my prize.

WAIVER. I hereby for myself and/or my heirs, personal representatives and assigns, completely and forever release, waive and discharge Sponsor, its promotional partners and advertisers and their agencies involved with this contest promotion, and each such party's respective affiliates, parents, subsidiaries, shareholders, directors, officers, agents, employees, successors, assigns, consultants and representatives (collectively, the "**Sponsor Affiliates**"), from any and all claims, actions, suits, costs, losses, expenses, demands, damages and/or other liabilities, known or unknown, absolute or contingent, and whether or not fixed, which I ever had, now have or might in the future have against any of the Sponsor Affiliates (including, but not limited to, the costs and expenses of experts, consultants and attorneys), resulting in any manner from and/or by reason of my participation in this contest promotion and/or my receipt and use of such Prize, including any future use (collectively, "**Claims**");

INDEMNIFICATION. I also agree to protect, indemnify, hold harmless, and defend the Sponsor Affiliates, from and against any and all Claims arising out of or relating to: **(1)** my participation in this contest promotion; and/or **(2)** my possession/acceptance and/or use/misuse of such Prize, including any future use including, but not limited to, the, cancellations and/or delays or any change by any transportation carrier(s), lodging facilities, or other company or any other persons providing any of components of the prize for the winner; and

RELEASE. I hereby agree to allow Sponsor and its designees to use my name, picture, likeness, biographical information, voice, any statement made during interviews, and address (city and state) in any manner for any marketing, advertising or promotions, whether telecast, published, or used in other medium (including but not limited to posting on the web), and to maintain such name, picture, likeness and/or voice in a database for future use, all without additional remuneration, all to the fullest extent permitted by law in conjunction with my acceptance and use of said prize.

Printed Name

Signature

Date

Address

Social Security Number

City, State, Zip Code