

**The Tonight Show Starring Jimmy Fallon  
"Find Fallon"**

**Official Rules for KARE Minneapolis  
January 27, 2018**

**PRELIMINARY INFORMATION:** No purchase is necessary to enter the Contest. A purchase will not improve your chances of winning. Participation in this Contest is void where prohibited. The Tonight Show Starring Jimmy Fallon "Find Fallon" ("Contest") will begin on January 27, 2018 at 8:00AM Central Time and end on January 27, 2018 at 12:00PM Central Time ("Contest Period"). All times in the Contest refer to Central Time ("CT"). Odds of winning depend upon the number of eligible entrants. Contest is subject to all applicable federal, state and local laws.

**PARTICIPANTS SHOULD NOT EXPOSE THEMSELVES OR OTHERS TO ANY DANGEROUS OR HARMFUL BEHAVIOR OR ACTIVITY AT ANY TIME DURING THIS CONTEST. PARTICIPANTS AGREE TO ABIDE BY ALL TRAFFIC, SAFETY, AND OTHER APPLICABLE LAWS.**

**ELIGIBILITY:** Open only to permanent, legal United States ("U.S.") residents who are physically residing in Minnesota or Wisconsin, and who are eighteen (18) years of age or older as of the start of the Contest Period. Officers, directors, and employees of Contest 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 Contest. Contest Entities, as referenced herein, shall include NBC affiliate TV station KARE located at 8811 Olson Memorial Hwy Minneapolis, MN 55427, NBCUniversal Media, LLC, 30 Rockefeller Plaza, New York, NY 10112 (collectively, "Sponsors"), and each of their respective parent, subsidiary, and affiliate companies, and administrative, advertising, and promotion agencies, and any other entity involved in the development, administration, promotion, or implementation of the Contest.

**ENTRY AND WINNER SELECTION:** During the Contest Period, visit the following: (1) go to [www.facebook.com/KARE11](http://www.facebook.com/KARE11) and (i) become a follower of @KARE11. (ii) If you do not already have a Facebook account, create a free Facebook account and follow (i) above. Your computer must accept cookies, or any successor or similar technology, which may be used for the purpose of entry tracking. Ad blocking software on your computer needs to be disabled so that it doesn't interfere with processing your entry. Multiple entrants are not permitted to share the same email address or Facebook ID. This Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook. You are providing your information to Sponsor and not to Facebook.

On or about 8:00AM CT on the day of the Contest Period, Sponsors will announce a clue ("Clue") on Facebook as well as on KARE 11 TV, describing the first goal location ("Location") somewhere in the Minneapolis, MN area. There will be a total of three (3) Locations during the Contest Period. **Sponsors may amend any element of this Contest or suspend the Contest itself at any time for any reason.**

At each Location, representatives of the Sponsor will be present. There will be one hundred sixty two (162) Prizes (defined below). One (1) Prize will be awarded to each of the first fifty (50) contestants to arrive at each of the three (3) Locations, eleven (11) First Prizes awarded to the first eleven (11) contestants to arrive at the second Location, and one (1) Grand Prize to the first one (1) contestant to arrive at the third and final Location. **Participants will need to keep the clues received at the first and second Locations, which they will have to show for validation at the third and final Location.**

In the event that more than one person reaches the third and final Location at the same time, there will be a series of tie-breaking trivia questions asked by Sponsor until there is one decisive winner. Each contestant will be asked the same amount of questions.

Prizes will be awarded as follows:

- From 8:00AM CT to 10:00AM CT the first Location will have a Prize representative to award the First Location Prize giveaways and hand out the Clue to the second Location.
- From 8:00AM CT to 11:00AM CT the second Location will have a Prize representative to award the Second Location Prize giveaways and hand out the Clue to the third and final Location.

- From 8:00AM CT to 12:00PM CT the third and final Location will have a Prize representative to award the Third Location Prize giveaways and to determine the Grand Prize Winner.
- If no one claims the Prizes within reasonable time, as determined by Sponsors in their sole discretion, Sponsors may choose to give the Prizes away at random.

## **PRIZES:**

- **First location:** The first fifty (50) contestants to arrive at the first Location will receive a free cup of coffee and a thank you note from Jimmy ("First Location Prize"). Approximate retail value ("ARV") of each Prize is: \$2.
- **Second location:** The first eleven (11) contestants to arrive at the second Location will receive a First Prize, which consists of 2 tickets to Super Bowl Experience Saturday with an estimated value of \$70 per pair ("First Prize"). The first fifty (50) contestants to arrive will receive a 'Hashtag the Panda' plush toy with an ARV of \$24.95 ("Second Location Prize").
- **Third location:** The first fifty (50) contestants to arrive at the third Location will receive a Tonight Show pillow with an estimated value of \$24.95 ("Third Location Prize"). The first one (1) contestant to arrive at the third Location will receive the Grand Prize. Grand Prize consists of two (2) tickets for a taping of The Tonight Show with Jimmy Fallon in Minneapolis, MN on February 4<sup>th</sup>, 2018.

First Location Prize, First Prize, Second Location Prize, Third Location Prize, and Grand Prize will be referred to herein as "Prize" or "Prizes".

Prizes will be awarded "as is" with no warranty or guaranty express or implied by Sponsors.

Decisions of Sponsors and/or their representatives are final and binding with respect to all matters related to the Contest. Winning is subject to verification of eligibility. Potential Winner will be required to execute and return an affidavit of eligibility, release of liability, and, except where prohibited, publicity release before receiving the Prize. Noncompliance with these Official Rules may result in disqualification and, at Sponsors' discretion, and time permitting, an alternate potential Winner selected from the next eligible contestants to arrive.

Entry into the Contest constitutes the Entrant's permission (except where prohibited by law) to use their 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. By entering the Location, Entrant agrees to be filmed, photographed, identified and/or included in the Sponsor's promotional materials.

**PARTICIPATION CONDUCT:** A participant may be removed from the Location and/or disqualified from participating in the Contest, at the sole discretion of Sponsors, for any reason at any time, including but not limited to the advice of Sponsors' representatives at Location ("Event Staff"), by creating an unauthorized disturbance, interruption, or unnecessarily rough physical or mental threat to the well-being of any other participant or Event Staff, he/she may be removed from the Location. Any act performed by participant defined by Federal, State or Local statute or ordinance as constituting a criminal act may result in removal from the Location and/or disqualification from Contest. At the sole discretion of Sponsors, if a participant uses profanity, or demonstrates any lewd or sexually suggestive gestures or full or partial nudity, the Sponsors shall have the right to remove the individual from the Location and/or disqualify participant from Contest. At the sole discretion of the Sponsors and Event Staff, if a participant creates a potential for death, disability, injury, property damage or any other negative incident during Contest or during his/her participation in Contest, the Sponsors shall have the right to disqualify participant from Contest and to remove that individual from the Location. Disqualification and/or removal from the Location will result in forfeiture of any Prize that may have been awarded.

By participating, each participant (i) understands the Sponsors have not arranged for and do not carry any insurance of any kind for participant's benefit and that participant will be solely responsible for obtaining and paying for any medical, life, accident, automobile, property or other insurance relative to his/her participation in Contest; (ii) agrees that he/she will obey all traffic, safety and other applicable laws and will not speed or otherwise expose himself/herself or any other individual, whether participating in the Contest or not, to harm or danger of any kind; (iii) agrees to release and hold harmless the Released Entities (defined below) from any injuries, losses or damages of any kind, including, without limitation, death, to persons, or property resulting in whole or in part, directly or indirectly, from participating in Contest; and (iv) agrees to indemnify the Released Entities (defined below) from any losses, liabilities or expenses, including, without limitation, reasonable attorneys' fees, resulting from any claims, proceedings or investigations arising from or in connection with participant's participation in Contest or compliance or non-compliance with these Official Rules.

Sponsors will determine all details of Prize in their sole discretion. Sponsors reserve 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 Sponsors, as determined by Sponsors in their sole discretion, it will be forfeited, and time permitting, an alternate Winner may be selected at random at Sponsors' sole discretion.

**RECORDING:** Sponsors may, in their sole discretion, elect to tape the arrival of the entrants at the Location, and the Opportunity, and incorporate the audio and video recording of the entrants arriving and announcement of the Winner (each a "Recording") in any media. The use of Recordings will not be considered an employment opportunity, and the entrants will not be entitled to compensation or credit thereof. The nature of the Recordings, if any, will be determined by Sponsors in their sole discretion. If the Recording is used, such use will be at a time, for a length of time, and on a date determined by Sponsors in their sole discretion. The content of the Recordings as, and if, finally exhibited and the number of exhibits and re-airs thereof, if any, will be determined by Sponsors in their sole discretion. Entrants will have no right of review, notice, or approval of the content of the Recording or any exhibition or exploitation thereof, and each Entrant expressly consents to the Sponsors' use of that Entrant's name, voice and likeness in the Recording. These Official Rules and the Contest itself are neither a contract nor an application for employment. Sponsors will have no obligation to play any Teaser and/or the Recording in any media.

**CONDITIONS:** By entering the Contest, each Entrant agrees for Entrant and for Entrant's heirs, executors, and administrators (a) to release and hold harmless Contest Entities, Facebook 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 Contest 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 Contest 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) to the posting of such entrant's name on 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 Contest itself, and to be bound by all decisions of the Sponsors, which are binding and final; and (e) to follow all applicable local, state, and federal rules and regulations while participating in the Contest, including, but not limited to, traffic and public safety rules and laws. Failure to comply with these conditions may result in disqualification from the Contest at Sponsors' sole discretion.

**ADDITIONAL TERMS:** Sponsors reserve the right to permanently disqualify from any promotion any person they believe has intentionally, recklessly, or by gross negligence violated these Official Rules. Any attempt to deliberately damage the Contest or the operation thereof is unlawful and subject to legal action by Sponsors, who may seek damages to the fullest extent permitted by law. The failure of Sponsors 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 Sponsors (excepting compliance with applicable codes and regulations), or other "force majeure" events 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 Contest. 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. **Sponsors reserve the right to cancel, modify, or suspend the Contest 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, Sponsors reserve the right to select Winners 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 this Website ([www.kare11.com](http://www.kare11.com)). Sponsors may prohibit any Entrant or potential Entrant from participating in the Contest, 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, Sponsors, or Sponsors' agents or representatives; or behaves in any other

disruptive manner (as determined by Sponsors in their sole discretion). Sponsors reserve the right to modify these rules for clarification purposes without materially affecting the terms and conditions of the Contest.

**DISPUTE RESOLUTION:THE CONTEST IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MINNESOTA, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN MINNESOTA. 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 names of the one (1) Grand Prize winner, available after February 20, 2018, send a self-addressed, stamped envelope to be received by March 31, 2018 to: Kerri-Ann McKenzie, NBC, 30 Rockefeller Plaza, 15<sup>th</sup> Floor East, New York, NY 10112.