**Fox 4 YARD WARS**

**Official Rules**

**NO PURCHASE NECESSARY** TO ENTER OR WIN, NOR WILL A PURCHASE IMPROVE ONE'S CHANCES OF WINNING.Odds of winning will depend on the number of eligible entries received.

ALL FORMS MUST BE FILLED OUT COMPLETELY AND TRUTHFULLY. FAILURE TO COMPLETE THE APPLICATION AND PROVIDE TRUTHFUL AND PERTINENT INFORMATION MAY RESULT IN DISQUALIFICATION FROM THE SWEEPSTAKES. DISQUALIFICATION IS IN THE SOLE DISCRETION OF SPONSOR

WDAF will conduct the Fox 4 Yard Wards Sweepstakes (“Sweepstakes”) substantially as described in these Official Rules (“Rules”).  Participation in the Sweepstakes constitutes entrant's full and unconditional agreement to, and acceptance of, these Rules.  This Sweepstakes may be temporarily postponed or discontinued at any time without prior notice.  The Sweepstakes is intended for play in the United States only, is void where prohibited, and is subject to all federal, state, and local laws and regulations.  Do not participate if you are not eligible and located in the United States at the time of entry.

**Eligibility:**  Entrants must be legal US residents, at least 18 years old or above, as determined by WDAF and reside in the Kansas City Designated Market Area as defined by The Nielsen Company.   Employees of WDAF and its parent and affiliated companies (collectively, the “Sponsor”), the Sweepstakes’ participating sponsors, promotional agencies and their advertising agencies, employees of other television or radio stations, and members of the immediate families of such persons are not eligible to participate and win.  The term “immediate family” includes spouses, siblings, parents, children, grandparents and grandchildren, and any other person residing at the same household whether or not related.  Sponsor reserves the right to restrict the local winners to persons whose primary residence is within a 60 mile radius of the [WDAF]’s office.  Winning a prize is contingent upon fulfilling all requirements set forth herein.

**Sweepstakes Period:**  The Sweepstakes begins on or about Thursday, July 7, 2014 at 6:00am CST and ends at 10:00 pm CST on Monday, July 28, 2014 (the “Sweepstakes Period”).  Sponsor reserves the right to shorten or extend the Sweepstakes Period.

**Sweepstakes Entry & Winner Selection:** There is one (1) way to enter this promotion. Beginning on Thursday, July 7, 2014 at 12:00AM CST individuals or groups can log on to fox4kc.com/contests and complete the online entry form and upload a photo of their yard. The yard must by the individual’s own work, professional landscaping is not permitted. Registered entrants will be directed to a page where they will provide a photo upload. Sponsor(s) is/are not responsible for inaccurate or misspelled links. Entries must be received by Monday, July 28, 2014 5:00 pm CST in order to qualify. Entrants may be required to become registered users of the website and may not enter the Sweepstakes more than once. Multiple entries by means of software-generated or other automated processes will be disregarded and may be voided in Sponsor’s sole discretion. Only one registered account per entry. If multiple accounts are detected for a single entrant, the accounts will be voided and the entries disqualified in Sponsor’s sole discretion. In the event of a dispute as to the identity of an entrant, the authorized account holder of the email address used to enter will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winner may be required to show proof of being the authorized account holder. Sponsor reserves the right to use any and all information related to the Sweepstakes, including information on entrants obtained through the Sweepstakes, for marketing purposes or any other purpose, unless prohibited by law and to contact entrants whose email addresses are submitted as part of this promotion. Sponsor is not responsible for lost, incomplete, damaged, illegible, late, or misdirected entries, or for errors in mechanical transmission, technical difficulties or inability to transmit entries.

By entering this promotion, entrant agrees that WDAF-TV FOX 4 and the other Sponsor(s) of this promotion may provide entrant with promotional materials and that WDAF-TV FOX 4 may release entrant's personally identifiable registration information to the other Sponsor(s) for that purpose. WDAF-TV FOX 4 is not responsible for the use of entrant's personally identifiable information by the other Sponsor(s).

**Prize(s).** Three (3) prizes will be awarded. Two Runner-Up Prize winner(s) will receive $100 gift cards to Van Liew’s store. One Grand Prize winner will receive a $500 gift card to Van Liew’s. The approximate total retail prize value is $700.00.

No prize may be exchanged for cash, transferred, or assigned by the winner(s). Sponsor(s) reserve the right to substitute a prize, in which case a prize of equal or greater value will be awarded.

**How the Prizes are awarded:** Up to 25 semi-finalists will be selected from qualifying online entries. Three independent, professionals in lawn care, landscaping and floral design will act as contest judges. (Sponsor representative, editor of Kansas City Lawn & Garden Magazine, and a local Master Gardener.)

**Judging Criteria:** Visual impact**,** complexity or degree of difficulty of work, variety of plants used, lawn quality and appearance, potential bonus areas including landscaping features, water features, creativity. ALL WORK MUST BE DIY (do it yourself); work done professionally is strictly prohibited. Judges will review the online entries and select two Runner-Up Winners and One Grand Prize Winner. Winners will be notified by phone. Winner(s) must sign and return a release and affidavit of eligibility at the time of notification.Entrants must use their own name. All winners are subject to eligibility verification and compliance with these rules.

**Odds of Winning. Odds of being a semi-finalist depends on the number of entries received.**

**Prize Acceptance/Restrictions:**  Only one (1) winner per household. In order to claim his or her prize, each winner must appear in person at the business offices of WDAF, located at 3030 Summit, Kansas City, MO.  Winners will be required to sign an Affidavit of Eligibility/Release of Liability and Publicity, and may be required to provide a completed W-9, per Section 9 below.  Failure to do so will disqualify the winner.  No entries from individuals under the age of 18 will be accepted.  If a winner is disqualified, Sponsor reserves the right to determine an alternate winner or to not award that winner’s prize at all.  Prizes cannot be redeemed for cash or substituted for any other items by any winner.  Prizes are non-assignable and non-transferrable.  Sponsor reserves the right to substitute a comparable prize of like or greater value, including cash, for any prize, for any reason.  Costs of transportation and accommodations, where applicable and any other cost not specifically included in the prize are the sole responsibility of the winners.

**Publicity Release:**By participating in the Sweepstakes, each entrant acknowledges that his/her entry in the Sweepstakes constitutes that entrant’s consent to use, publish, reproduce and for all purposes, including publicity, promotion and advertising, in any media (including without limitation, the Internet, television or offline promotions), each winner’s name, likeness, photograph, voice, opinions, and/or hometown and state, and any portion thereof, each extending throughout the universe and in perpetuity without further compensation, credit or right of review or approval, except where prohibited by law.

**Telephone and Delivery Disclaimer:**Sponsor disclaims all liability for the inability of an entrant for reasons beyond Sponsor’s control, or otherwise.  Sponsor disclaims all liability for any delays, misdelivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method.  Sponsor is not responsible for mechanical, technical, computer, hardware or software errors, malfunctions, or failures of any kind, including but not limited to failed, incomplete, garbled, or delayed transmission of entries, traffic congestion, viruses, sabotage, satellite failures, electrical outages, on telephone lines, on the Internet, at any website, or application or lost or unavailable network connections or natural disasters or acts of God or man, which may limit an entrant’s ability to participate in the Sweepstakes, and any injury or damage to entrant’s or any other person’s computer related to or resulting from participating in or downloading any information necessary to participate in the Sweepstakes.

**ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY CIRCUMVENT, DISRUPT, OR DAMAGE ORDINARY AND NORMAL OPERATION OF THIS SWEEPSTAKES, TELEPHONE SYSTEMS OR WEBSITE, OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS PROHIBITED AND MAY RESULT IN DISQUALIFICATION.**

**Taxes:**Any valuation of the prize(s) stated above is based on available information provided to WDAF, and the value of any prize awarded to a winner may be reported for tax purposes as required by law.  All taxes, including federal, state, and local taxes, are the sole responsibility of the winner.  Any person winning over $600.00 in total prizes will receive a 1099 form from Sponsor at the end of the calendar year and a copy of such form should be filed with the IRS.  Each winner must provide Sponsor with valid identification, and a valid taxpayer identification number or Social Security number for total prizes valued at $600.00 or more, before any prize will be awarded.  Sponsor shall have the right, but not the obligation, to require any winner to complete and submit an IRS form W-9.  Sponsor reserves the right to withhold prizes until the completed W-9 form is received.

**Conditions:**  Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend this Sweepstakes or any portion hereof, or to disqualify any individual implicated in any of the following actions, if for any reason:  (a) infection by computer virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes which, in Sponsor’s sole opinion, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, (b) the Sweepstakes or any website associated therewith (or any portion thereof) becomes corrupted or does not allow the proper processing of entries per these Rules, (c) the Sweepstakes becomes corrupted due to interruption in wireless calling devices or wireless service for any reason, or (d) the Sweepstakes is otherwise not capable of running as planned.  By entering, entrants represent that they are eligible and agree to be bound by and comply with the Rules and the decisions of any judges, which are final on all matters pertaining to the Sweepstakes.  Any entrant who attempts to tamper with this Sweepstakes in any way or use fraudulent means to participate in and/or win the Sweepstakes shall be disqualified.  Sponsor reserves the right to disqualify any entrant at any time, for any reason, including, without limitation, language, activities or behavior deemed inappropriate. Sponsor and their advertising and promotion agencies are not responsible for cancellations, postponements, or delays.  Other than the prizes received by the winner, no entrant shall be entitled to receive any wages, benefits, fees or other compensation whatsoever as a result of participating in the Sweepstakes.  Sponsor shall have the sole discretion to administer the Sweepstakes and interpret and apply the Rules.  This Sweepstakes is not intended for gambling.  If Sponsor determines that an entrant is using the Sweepstakes for gambling purposes, such entrant may be disqualified and reported to the authorities.

**Indemnification/Hold Harmless:**By participating, entrants agree: (a) to the Rules and decisions of Sponsor, which shall be final in all respects; (b) to release, discharge, and hold harmless Sponsor and its/their respective affiliates, parents, subsidiaries, advertising and promotion agencies, officers, directors, employees, representatives, and agents (the “Released Parties”) from all liability, injuries, losses or damages of any kind to persons, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright, or other intellectual property rights, death or property damage resulting in whole or in part, directly or indirectly, from the acceptance, delivery, possession, misuse or use of a prize (including any travel or activity related thereto), or from participation in and/or entry into or creation of an entry for the Sweepstakes and/or the broadcast or exploitation or use of entry or any other Sweepstakes-related activity; and (c) that the Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guaranty, expressed or implied, in fact or in law, relating to any prize.  In consideration for his or her participation in the Sweepstakes, each entrant agrees to hold harmless and indemnify the Released Parties from any and all claims, demands and/or causes of action of any nature or kind whatsoever, whether presently known or unknown, foreseen or unforeseen, that arise out of the entrant’s participation in the Sweepstakes, including attorneys’ fees.

**Limitation of Liability:**  The Released Parties are not responsible or liable for: (i) any incorrect or inaccurate entry information or other errors in the printing, offering or administration of the Sweepstakes or in the announcement of the prize(s), (ii) any error, omission, interruption, defect or delay in operation or transmission at any website, or wireless calling service, interrupted or unavailable network, server or other conditions, (iii) failure of any entry to be received by Sponsor due to technical problems, telephone service problems, human error, or wireless calling service, (iv) communication line, hardware and/or software failures, malfunction of phones (including wireless phones/handsets), phone lines, other communications malfunctions, unavailable network connections, cellular equipment towers, telephone systems or wireless service, (v) damage to any computer (software or hardware) resulting from participation in the Sweepstakes, or damage to mobile phone or other PDA device, (vi) theft or destruction of, tampering with, unauthorized access to, or alteration of entries and/or entry information, (vii) entries which are late, lost, stolen, damaged, illegible, and/or unintelligible (or any combination thereof), or (viii) any change of email address, mailing address, telephone number and/or any other contact information provided by entrant.  Any expenses incurred by the entrant during the application process, including but not limited to postage, are the sole responsibility of each entrant and the Sponsor will not issue reimbursement for any expenses.

**UNDER NO CIRCUMSTANCES SHALL THE RELEASED PARTIES BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, ATTORNEYS’ FEES, OR ANY OTHER DAMAGES.**

**Choice of Law/Forum:**  All entrants agree, by participation in the Sweepstakes, to submit to the personal jurisdiction of the courts of Missouri.  Missouri law shall govern this Sweepstakes, without regard Missouri’s choice of law rules.  The courts of Missouri shall be the exclusive forum for any dispute regarding any Rule or activity associated with the Sweepstakes.

**Official Rules:**To request a copy of the Rules, send a self-addressed stamped envelope to WDAF, located at 3030 Summit, Kansas City, MO 64108, by July 30, 2014.  Written copies of these Rules are also available during normal business hours (8:30 am– 5:00 pm CST) at WDAF’s business offices or online at www.fox4kc.com.

**Names of Winners**:  For a list of prize winners, send a separate, self-addressed, stamped envelope to WDAF, located at 3030 Summit, Kansas City, MO 64108, or appear in person at that location between normal business hours (8:30 am – 5:00 pm CST) after August 2, 2014.

**NO PURCHASE NECESSARY.**