

**25 DAYS OF WISHES PROMOTION**  
**OFFICIAL RULES**

**NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

1. The “25 Days of Wishes Promotion” (the “Promotion”) is sponsored by Media General Communications Holdings LLC d/b/a WSPA-TV (“WSPA”), Hardee’s, Bath Fitter, Spartanburg Regional Healthcare System, and the Heartstep Foundation (“Heartstep”) (collectively the “Sponsors”). The Promotion is administered by WSPA. The geographic scope of the Promotion is the states of North Carolina and South Carolina.
2. Promotion is subject to all federal, state and local laws. Void where prohibited. By entering or accepting the benefits of a fulfilled wish, Entrants and Recipients (as defined below) agree to these Official Rules. Recipients are solely responsible for any taxes of any kind, including income taxes, on any Prize received.
3. Promotion begins on October 25, 2011 and ends on December 5, 2011 (“Promotion Period”). Up to five (5) wishes will be selected each Monday starting on November 7, 2011 and ending on December 5, 2011 for a total of up to twenty-five (25) wishes during the Promotion Period.
4. All Wish Forms, regardless of method of submission, must be received by WSPA no later than 11:59 p.m. EST each Sunday night (beginning Sunday, November 6, 2011) to be eligible for consideration by the Wish Review Committee on the following Monday. Timely received Wish Forms will be considered by the Wish Review Committee each Monday beginning November 7, 2011 and ending December 5, 2011. WSPA’s computer will be the official time-keeping device for this promotion.
5. Limit one (1) Wish Form (Entry) per person per week. If your Wish is not selected, it will be discarded and you will be eligible to submit a different Wish each week during the Promotion Period. Limit one (1) prize per household during the Promotion Period.

**ELIGIBILITY**

6. To be eligible to enter, you must be at least 18 years old and a legal resident of either North Carolina or South Carolina as of the date of your entry into the Promotion. Employees of Media General Communications Holdings LLC d/b/a WSPA-TV, the Heartstep Foundation, Hardee’s, Bath Fitter, Spartanburg Regional Healthcare System, the members of their immediate families (defined as spouse, parents, siblings and children) of any of these persons, are not eligible.

## **PRIZES (WISH FULFILLMENT)**

7. During the Promotion, WSPA will invite entrants (each an "Entrant") to submit "Wish Forms" describing their "Wish" for the December 2011 holiday season, which may be for the benefit of the Entrant or another person. Regardless of who enters the Promotion, the person receiving the Prize is referred to in these Rules as the "Recipient". (See below for specific entry instructions). "Prizes" (up to 25) may consist of gift certificates supplied by Heartstep from donors of relevant goods or services ("Donor Companies") in an attempt to fulfill the winning "Wishes." The approximate retail value ("ARV") of each Prize will depend on the particular "Wish" that is being fulfilled and the availability of donors of relevant goods and/or services needed to fulfill that Wish but in no event will the ARV of any Prize exceed \$10,000.00. WSPA reserves the right to award fewer than the stated number of Prizes in the event that it does not receive a sufficient number of adequate, timely and eligible Wish Forms.
8. Entrants and Recipients understand that Sponsors cannot guarantee that any particular selected Wish will be completely, accurately or absolutely fulfilled or that it will have a particular guaranteed retail value. All Recipients further acknowledge and agree that Sponsors will not be responsible for any real or perceived difference between the value of the Prize and the value of the selected Wish. Heartstep will use commercially reasonable efforts to award Prizes that are as complete and comparable to the selected Wishes as possible under the relevant circumstances. Notwithstanding the foregoing, in no event will any single Prize will have an individual ARV in excess of \$10,000.00.

## **RESTRICTIONS**

9. All details of all Prizes shall be at the sole discretion of WSPA and Heartstep. All Recipients will be awarded gift certificates that are redeemable for goods or services from selected Donor Companies. In order to redeem such certificates, Recipients may be required to enter into standard contracts or other agreements directly with the Donor Companies that specifically outline the specific goods or services to be provided. Recipients further agree and acknowledge that redemption of such gift certificates may be subject to additional terms, conditions and/or restrictions as may be imposed by the relevant Donor Company. All Recipients agree that Sponsors are not responsible for any failure or default in the provision of such goods or services by such Donor Companies. Recipients assume sole responsibility for all costs associated with the Prizes not expressly agreed to be provided by Sponsors, whether or not such items were included in the selected Wish Form. All federal,

state and local taxes (if any), including income taxes, are the sole responsibility of the Recipient.

10. Except as otherwise provided by Sponsors, gift certificates awarded as Prizes are not redeemable for cash and may not be sold, bartered or auctioned. Gift certificates may not be transferred or substituted except that WSPA in its discretion may substitute a gift certificate, or portion thereof, with an item or offering of equal or greater value if it deems necessary. Any such changes will be announced. Gift certificates are subject to any and all restrictions or limitations or expiration dates imposed by their respective issuers. Specific goods and services for which the gift certificates may be redeemed are further subject to limitations imposed by the Donor Companies.
11. Any portion of any Prize not used or accepted by any Recipient is forfeit and no cash substitute will be offered or permitted. All Prizes being offered are provided "as is" with no warranty or guarantee either express or implied by Sponsors. Merchandise prizes carry no warranty other than that offered by manufacturers. Sponsors have neither made nor are responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any product or service used as a Prize to fulfill any wish, including but not limited to its quality, mechanical condition or fitness for a particular purpose.

## **TO ENTER**

12. Entries will be accepted beginning on October 25, 2011 at 12:01 a.m. EST and ending December 5, 2011 at 11:59 p.m. EST. To enter, visit <http://www2.wspa.com/wish> during the Promotion Period and complete a "Wish Form." Five (5) wishes will be selected each Monday starting on November 8, 2010 and ending on December 6, 2011. To be eligible for consideration by the Wish Review Committee on a particular Monday during the Promotion Period, your entry must be received by WSPA no later than 11:59 p.m. EST on the Sunday night before consideration by the Wish Review Committee.
13. In 1,000 words or less, describe your Wish for the December 2011 holiday season and explain why you deserve to get your Wish selected. All Wish Forms must contain only original and unpublished works, written in English and free of any text formatting (bold, italics, etc.). All Wishes are subject to verification of factual accuracy by Sponsors in their reasonable discretion.
14. All Wish Forms must include the following contact information for the Entrants and potential Recipients (if different than Entrants): (a) name, (b) mailing address, (c) phone number, and (d) e-mail address. Wish Forms

that do not provide the required information will not be eligible and those entrants will not be notified by WSPA.

15. Once you have completed your Wish Form, you may either submit it online at <http://www2.wspa.com/wish> or you may mail your completed Wish Form to "25 Days of Wishes Promotion," c/o WSPA, 250 International Drive, Spartanburg, SC 29303. Online entries are only complete when the confirmation box alerts you that your submission has been successfully uploaded. All Wish Forms, regardless of method of submission, must be received by WSPA no later than 11:59 p.m. EST each Sunday night (starting November 6, 2011) to be eligible for consideration by the Wish Review Committee on the following Monday. Timely received Wish Forms will be considered by the Wish Review Committee each Monday between November 7, 2011 and December 5, 2011. All Wish Forms become the property of WSPA and will not be returned or acknowledged.
16. If your Wish is not selected, it will be discarded and you will be eligible to submit a different Wish each week during the Promotion Period. Limit one (1) Wish Form per person per week. Limit one (1) prize per household during the Promotion Period.
17. By entering the Promotion, each Entrant grants to Sponsors a non-exclusive, perpetual, worldwide, royalty-free, irrevocable license to copy, distribute, display, adapt, publish and make derivative works from the Wish Form, or portions thereof, in Sponsors' marketing materials in any media now known or hereafter created, including publication and distribution of the Wish Form, or portions thereof, on Sponsors' web sites, without further compensation.
18. By submitting a Wish Form, each Entrant warrants that the Wish Form is original, truthful, non-misleading, and accurate, was written solely by the Entrant, does not violate any copyright laws, and does not plagiarize, libel, defame, disparage, slander or otherwise infringe on or violate the rights of any third parties, including rights of privacy. Each Entrant agrees to indemnify and hold Sponsors, their officers, directors, employees and affiliated organizations, and their respective officers, directors and employees, harmless from and against any and all claims, demands, damages, costs, liabilities and causes of action of whatsoever nature that are based upon or arise out of any breach by the Entrant of these Official Rules or the warranties and representations made in this paragraph.
19. The information that you provide in connection with the Promotion may be used by WSPA in accordance with its Privacy Policy, which is found at and which may be updated from time to time.

## **WISH SELECTION**

20. A panel of judges, consisting of an independent committee (the "Wish Review Committee") assembled by WSPA and Heartstep, will evaluate all timely Wish Forms and select the top five (5) Wish Forms each week during the Promotion that, in their evaluation, reflect the most deserving or compelling Wishes to be selected, taking into account the availability of Donor Companies of relevant goods and/or services, the demonstrated need of the entrant, the reasonableness of the Wish, the feasibility or practicality of fulfilling the Wish, and the persuasiveness of the Wish Form.
21. Each Monday starting on November 7, 2011 and ending on December 5, 2011, or within a reasonable time thereafter, the Wish Review Committee will select five (5) Wish Forms in accordance with the previous paragraph. Subject to verification of eligibility and any factual investigation set forth below, the persons whose Wish Forms are chosen in this matter will be declared the Winners (and the subject of the Wish Form will be declared the Recipients). In the event of one or more ties, a new panel of judges promptly will be convened and then will evaluate the tied Wish Forms using the previously described section criteria and procedure until a Winner is selected.
22. Verification of potential Recipients may be conditioned upon the completion of a satisfactory factual investigation to confirm the accuracy of the matters described in the corresponding Wish Form and Entrants and Recipients agree to cooperate with regard to such investigation. Entrants and Recipients further acknowledge and agree that, in the event that Sponsors determine that the Wish Forms of any potential Recipient contain any material inaccuracies or falsehoods, or Sponsors learn of any facts or circumstances regarding any potential Recipient that, in WSPA's reasonable opinion, would likely bring WSPA and/or that potential Recipient into public disrepute, WSPA shall be entitled, in its sole discretion, to disqualify such potential Recipient from further participation in the Promotion and to select an alternate Wish Form in accordance with the previously stated judging process and criteria.

## **WINNER NOTIFICATION**

23. WSPA will contact all potential Recipients in accordance with the information supplied to WSPA either on the relevant Wish Forms. WSPA reserves the right, but not the obligation, to notify the potential Recipients with a surprise visit to their home. Recipients may be verified over the telephone at the time and may be asked to provide WSPA with valid identification and execute an affidavit of eligibility and, where legal, a publicity release. Acceptable identification includes a valid driver's license or other valid government-issued photo ID showing name and address.

Faxes will not be accepted. Recipients may also be required to sign other legal documents, including tax forms and a release supplied by WSPA that, among other disclaimers, releases Sponsors and a range of subsidiaries, directors, agents, agencies, affiliates, franchisees, promoters, officers, directors, employees and related persons from any and all liability related to this Promotion and the satisfaction or fulfillment of their Wish and their receipt and/or use of any Prize or related items in connection therewith.

24. Upon verification, Recipients will be provided with the prize gift certificates and further instruction as to their redemption. Recipients may be required to execute contractual documents with the Donor Companies whose goods or services are being supplied as part of the prize and Recipients agree that Sponsors shall have no liability whatsoever for any failure to perform or default by the Donor Companies.

25. In the event that any potential Recipient (a) cannot be contacted directly by WSPA within two (2) days from initial attempted notification, (b) fails to satisfy any eligibility or verification requirement herein, (c) declines to accept the prize, (d) or is otherwise determined to be ineligible, WSPA may, in its discretion, disqualify the corresponding Wish Form and an alternate Wish Form will be chosen in accordance with the selection procedures set forth above as soon as reasonably practicable after initial winner is determined to be ineligible. Alternate Recipients are subject to all eligibility requirements and restrictions of these Official Rules.

## **PUBLICITY RELEASE**

26. By accepting a Prize, Recipients agree to award Sponsors the right to publicize their names, photographs (including the use and appearance of Recipients' photographs on Sponsors' web pages), likenesses, biographical information, e-mail addresses, voices and details of winning for purposes of this and future promotions without further compensation, except where prohibited.

## **LIMITATION OF LIABILITY/DISCLAIMER OF LIABILITY**

27. Entrants and Recipients agree that Media General Communications Holdings LLC d/b/a WSPA-TV, Heartstep Foundation, Hardee's, Bath Fitter, and Spartanburg Regional Healthcare System and a range of subsidiaries, directors, agents, agencies, affiliates, franchisees, promoters, officers, directors, employees and related persons ("Released Parties") (a) are not responsible for lost, interrupted, or unavailable network, server, or other connections, or for any failed telephone or computer hardware or software, or for any failed, delayed, misdirected, corrupted, or garbled transmissions or errors of any kind, whether human,

mechanical, or electronic, or for lost, stolen, illegible, incomplete, mutilated or misdirected entries or for entries that for any reason are not received by WSPA by the deadlines stated above; (b) are not responsible for any injury or damage to any computer, modem or other electrical device as a result of participation in this Promotion or downloading of any software or materials; (c) are released from any and all liability related to this Promotion and the receipt and use of any Prize; and (d) will not be responsible for the inability to select winning Wish Forms or Recipients because of postal failure, equipment failure, or data storage failure.

28. By accepting a Prize, Recipients agree Released Parties are not responsible and shall have no liability for any failure or inability or refusal to perform of any Donor Company whose goods or services make up any part of any prize and all Recipients agree to release and hold Released Parties harmless from and against any and all liability related to the provision or failure to provide, of goods or services by Donor Companies in connection with this Promotion and Recipients' receipt and/or use of any goods or services in connection therewith.

## **MISCELLANEOUS**

29. WSPA shall be entitled to interpret these Official Rules as needed — including but not limited to rules regarding Wish Forms, selection of Recipients, deadlines, restrictions on Wishes, and eligibility — and all of its decisions are final.
30. WSPA reserves the right to cancel, terminate or suspend this Promotion or any part of this Promotion should any non-authorized intervention, network failure, information storage failure, telecommunications failure, malfunction, or other causes beyond its control, corrupt or impair the security, administration, fairness and/or operation of this Promotion as determined by WSPA in its sole discretion, at which time, WSPA will select the Recipients from among all non-suspect entries received prior to the time of the Promotion termination, in accordance with the previously described judging criteria and procedure.
31. WSPA reserves the right to prohibit any Entrant from participating in the Promotion if, at its sole discretion, WSPA finds such Entrant to be tampering with the entry process or the operation of the Promotion, or if such Entrant repeatedly shows a disregard for, or attempts to circumvent, these Official Rules, or acts: (a) in a manner WSPA determines to be not fair or equitable; (b) with an intent to annoy, threaten or harass any other Entrant, Recipient or Sponsors; or (c) in any other disruptive manner. Any person attempting to defraud or tamper with this Promotion in any way will be ineligible for Prizes and may be prosecuted to the full extent of the law.

Any failure by the WSPA to enforce any of these Official Rules shall not constitute a waiver of such Official Rules.

32. WSPA reserves the right to correct typographical or clerical errors in any Promotion-related materials. No more than the stated number of Prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of Prizes as set forth in these Official Rules to be available and/or claimed, WSPA reserves the right to award only the stated number of wishes by appointing a new panel of qualified judges to apply the previously described selection criteria and procedure to select the Recipients from all legitimate, un-awarded, eligible Prize claims.

## **DISPUTES**

33. By entering the Promotion or accepting a Prize, Entrants and Recipients agree that (a) any and all disputes, claims, and causes of action arising out of or connected with the Promotion, or any wishes awarded, shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Promotion but in no event attorneys' fees; and (c) under no circumstances will any Entrant or Recipient be permitted to obtain any award for, and each Entrant and Recipient hereby waives all rights to claim punitive, incidental or consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.
34. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrants, Recipients, Donor Companies and Sponsors in connection with the Promotion, shall be governed by, and construed in accordance with the laws of the State of South Carolina without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of South Carolina. Any legal proceedings arising out of this Promotion or relating to these Official Rules shall be instituted only in the federal or state courts located in the State of South Carolina, County of Spartanburg and the parties consent to the exclusive and mandatory jurisdiction and venue with respect to any legal proceedings or disputes of whatever nature arising under or relating to these Official Rules. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in

accordance with their terms as if the invalid or illegal provision were not contained herein.

### **WINNER'S LIST/OFFICIAL RULES COPY**

35. For a list of winners or a copy of the Official Rules, visit <http://www2.wspa.com/wish> or mail a self-addressed stamped envelope to "25 Days of Wishes Promotion," c/o WSPA-TV, 250 International Drive, Spartanburg, SC 29303, specifying either "Winners' List Request" or "Official Rules Request." Winners' List will be available after December 30, 2011.