

OTTO CADILLAC KICK OFF RETURN CONTEST

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT IMPROVE CHANCES OF WINNING. THE FOLLOWING CONTEST IS OPEN TO LEGAL RESIDENTS OF THE U.S. ONLY, WHO MEET THE ELIGIBILITY REQUIREMENTS (AS DEFINED IN THE RULES BELOW). VOID ELSEWHERE AND WHEREVER PROHIBITED.

Promotion Period: Contest registration is scheduled to begin on **1/11/2016** and end **1/31/2016** (the "Registration Period"). The grand prize contest is scheduled to occur on **2/7/2016** during the 2016 Professional Football Championship Game being played in Santa Clara, CA. The contest is subject to all applicable federal, state and local laws and regulations and is void where prohibited.

Who May Enter: Contest is open to legal U.S. residents, who reside within 250 miles of Albany, NY and are age 18 or older as of date of entry with a valid driver's license, except the following classes of persons who are not eligible to enter:

- (a) Employees, officers, and directors of **Otto Cadillac** ("Sponsor"), **Empire Broadcasting Corporation** ("Administrator"), each of their respective franchisees, affiliated companies, subsidiaries, distributors, retailers, printers, advertising and promotion agencies, and any and all other companies associated with the design or execution of this contest (collectively, "Released Parties") and the members of the immediate families or households of any of the above, whether or not related. "Immediate family members" includes, for purposes of this contest, parents (including in-laws), grandparents, siblings (including step-siblings), children (including step-children), grand children (including step grand children) and each of their respective spouses.

How to Enter – Official entry forms will be available during normal business hours, while supplies last, at **Otto Cadillac, 1769 Central Avenue, Albany, NY 12205**, during the registration period. Must be present to submit an entry. Limit one (1) entry per person. Complete an entry form in its entirety with your name, address, phone number and birth date; and deposit into the official entry box available on site. No one may enter another individual's name into the promotion; or on behalf of another individual. All such entries will be disqualified. No mechanically reproduced or facsimile entries permitted. All entries must be hand-printed. All entries become the property of the Sponsor and will not be returned.

Finalist Selection & Notification: A random drawing will be held on **2/1/2016** to select **(1)** grand prize finalist. The selected finalist will be notified by sponsor. If the sponsor is unable to successfully reach a selected finalist, that finalist may be disqualified and an alternate finalist may be selected. Any selected finalist who does not meet the eligibility requirements, or does not wish to participate in the grand prize contest will be disqualified. An alternate finalist will then be randomly selected from all remaining eligible entries received, and notified per the procedures outlined above, time permitting. Only the (1) finalist selected and notified by sponsor will be eligible to participate in the grand prize contest (see below). All other entrants are ineligible. Finalist selection and participation is non-transferable. No other individual may participate on behalf of a selected finalist. Decisions of judges in the selection of finalists, and all matters related to this contest are final and binding.

Grand Prize Contest: In order for the grand prize to be awarded to the eligible finalist, the opening kickoff of the second half of the designated game must be returned for a touchdown according to the following requirements:

- Only the opening kick-off of the second half of the designated game is eligible for this contest;
- **Designated Game Date:** The 2016 Professional Football Championship Game being played on 2/7/2016 in Santa Clara, CA.
- Only the opening kickoff of the second half will be eligible regardless of its outcome, whether it is received and returned, fair caught, ruled a touchback or kicked out of bounds, so long as it otherwise conforms with these rules;
- If the eligible kickoff must be immediately "re-kicked", the re-kicked kickoff will be eligible for the grand prize;
- For the purpose of this contest, a successful kick-off return for a touchdown must be counted as an official play and recorded as an official "kick-off return for a touchdown" by the league;

- Any kick-off return for a touchdown nullified by a penalty or a play that is not ruled as an official “kick-off return for a touchdown” by the league will not be considered for the grand prize.
 - For example a fumbled kick off recovered by another player ruled as a “fumble return for a touchdown” would not be eligible for prize award.
- If an eligible opening kick-off of the second half is not returned and ruled as an official kickoff return for a touchdown by the league during the designated game, then the grand prize will not be awarded.

Prize Awards & Delivery:

Grand Prize: In the event of a successful kick off return for a touchdown, the grand prize finalist shall be eligible to claim the grand prize, subject to approval and verification of compliance with these Official Rules. The grand prize is: **a 2 year lease of a Cadillac with a maximum retail value of \$15,000**

A maximum of (1) grand prize will be awarded. In the event there is no eligible kick off return for a touchdown, then the grand prize will not be awarded.

Winner(s) must accept delivery of prize from sponsor, or as otherwise instructed by sponsor. All other costs related to prize delivery and acceptance is the responsibility of winners including but not limited to federal, state and local taxes. All properly claimed prizes will be awarded. Prizes are non-transferable and no cash redemption or prize substitution allowed, except at sponsor’s sole discretion or as provided herein. Sponsor reserves the right to substitute a prize of equal or greater value if an advertised prize becomes unavailable. Winner(s) will be required to complete and return a W-9 form (*if prize value exceeds \$600.00*), affidavit of eligibility, and liability/publicity release (*Tennessee residents need not sign publicity release*), and present a valid driver’s license and social security card before prize will be awarded. Winners of prizes greater than \$600.00 will be issued a 1099 form reflecting the value of the prize(s) and are responsible for paying all applicable taxes on prize(s).

Failure to collect or properly claim any prize in accordance with these rules will result in forfeiture of the prize. If forfeited for any reason, finalist will not receive any other prize substitution or compensation. Total prize value: **\$15,000**

Additional Rules & Restrictions: By participating in this contest, entrants agree to abide by and be bound by the Official Rules and the decisions of the Administrator, which shall be final in all matters relating to this contest. In the event an entrant wins a prize, and is later found to be in violation of these rules he/she will be required to forfeit the prize or to reimburse Sponsor for the stated value of the prize if such violation is discovered after winner has used the prize. Participation in contest constitutes permission for the Sponsor and its agencies to use winners’ names and/or likenesses for purposes of advertising and trade in any media worldwide without limitation or further compensation unless prohibited by law. False, fraudulent or deceptive entries or acts shall render entrants ineligible for any prize.

Sponsor and Administrator are not responsible for any typographical or other error in the printing or advertising of the offer, administration or execution of the contest or in the announcement of the prizes/prize winners. By accepting prizes, winners agree to hold sponsor, and released parties (collectively “Releasees”), from any claims, losses, actions, or damages of any kind, whether actual, incidental or consequential, for injury (including but not limited to death), damages, losses or expenses arising out of or relating to entrant’s participation in this contest, or the acceptance, possession or use/misuse of any prize, or participation in prize-related activities (including but not limited to travel related thereto), and to assume all liability in connection therewith.

Releasees shall not be liable to any winner, entrant or any other person for failure to supply the prize or any part thereof by reason of any acts of God, any actions, regulations, orders, or requests by any governmental entity, equipment failure, terrorist acts, war, fire, unusually severe weather, embargo, labor dispute or strike, labor or material shortage, transportation interruption of any kind, or any other cause beyond Releasees’ sole control. No more than the advertised maximum number of prizes will be awarded for any reason.

IN CASE OF DISPUTES: By participating, each entrant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with this Promotion, or any prizes awarded, shall be resolved individually,

without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within the State of New Jersey; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, and 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with this Promotion, shall be governed by, and construed in accordance with the laws of the State of New Jersey, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New Jersey or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of New Jersey.

Odds: The odds of being selected as an official contestant(s) are dependent upon the number of eligible entries received.

Winners List: For a copy of these official rules or a list of prize winner(s), if any, send a self addressed, stamped envelope to: **Otto Cadillac Kick Off Return Contest, c/o Empire Broadcasting Corporation, 100 Saratoga Village Boulevard, Suite 21, Malta, NY 12020.** PLEASE SPECIFY which you are requesting – Official Rules or Winner's List. Requests must be received by **4/7/2016.**

Contest Sponsor/Administrator: This contest is administered by Otto Cadillac **Empire Broadcasting Corporation, 100 Saratoga Village Boulevard, Suite 21, Malta, NY 12020.**