

# Official Rules: “Baby of the Year 2017”

## I. CONTEST DESCRIPTION:

The Oklahoman Media Company (the “Contest Provider”), 100 W. Main Street, Ste. 100, Oklahoma City, Oklahoma 73102, sponsors the “Baby of the Year 2017” Contest (the “Contest”). The Contest entry period begins at 11:59 pm CST, April 22, 2017 and ends at 11:59 pm CST April 30, 2017 (the “Entry Period”).

There are two ways to enter the Contest. **No purchase or payment necessary to enter or win this promotion.**

1. Visit [nie.newsok.com/boty](http://nie.newsok.com/boty) (the “Contest Site”) during the Entry Period to submit an official entry form (which may be required to include information such as name, address, email address and age) and a photo of your child; or
2. Mailing a photo of your child and the following information: first name, last name, email address, address and phone number as well as a Minor Photo Release form that can be found at [nie.newsok.com/boty](http://nie.newsok.com/boty) to Baby of the Year 2017 - The Oklahoman Media Company, Attn: Angela Meade, 100 W. Main Street, Ste. 100, Oklahoma City, OK 73102. Photos received via mail will be uploaded to the Contest Site.

All of the Contest information will be posted at the Contest Site throughout the Contest. Photo submissions must be of babies born between January 1, 2016 and December 31, 2016. Proof of the baby’s age may be required. To be eligible to participate each entrant must be the parent or guardian of the child depicted in the submitted photo. Photo submissions must be received during the Entry Period to be eligible. Entrants may submit only one Contest entry.

Each valid entry will be automatically entered into round one (1) of voting. Duplicate entries from the same phone number and/or person will be automatically eliminated. Where a dispute arises about who submitted an entry, the entry will be deemed submitted by the holder of the email account/phone number. Potential winners may be required to submit proof that they are the authorized account holder and parent or legal guardian of the child depicted in the winning entry. By entering this Contest, each entrant fully and unconditionally agrees to allow the Contest Provider and all promotional partners to use their email address for subsequent communications. You may receive communications from the Contest Provider and other promotional partners related to products and services that might interest you. However, you will at all times be able to opt out from receiving these communications by specifically opting out from a link which will be provided within the email or by sending an email to [NewsOKTCS@opubco.com](mailto:NewsOKTCS@opubco.com). Odds of winning depend on the number of eligible entries received and the number of votes cast and are equal regardless of method of entry. Any entries received after the specific end time will not be eligible to be included in the Contest and shall be disregarded. The above-

noted deadlines are final. The number of votes received for each photo during the designated voting periods will determine whether or not a photo submission moves into the next round of voting.

Entries become property of the Contest Provider and will not be returned. The Contest Provider is not responsible for lost, late, stolen, misdirected, altered, damaged, incomplete, illegible or postage due mail.

## **II. VOTING:**

Once the Entry Period has ended, the voting process will begin. Votes can be purchased for 50¢ each. The proceeds from the voting process will be used to support projects, programs and resources made available to over 193,000 Oklahoma students through The Oklahoman's Newspapers in Education program.

**Voting can be done online or via mail submissions. Online voting can be completed by visiting [nie.newsok.com/botyVOTE](http://nie.newsok.com/botyVOTE). Mail submissions must include a voting submission form and be mailed to:** "Baby of the Year 2017", The Oklahoman Media Company, Attn: Angela Meade, 100 W. Main Street, Ste. 100, Oklahoma City, OK 73102. Voting submission forms will be made available daily during all voting periods in the main section of *The Oklahoman* OR they can be downloaded from [nie.newsok.com/botyVOTE](http://nie.newsok.com/botyVOTE). Regardless of whether or not a submission is made online or by mail, all votes must be *received* within the periods outlined below:

### **Voting will occur in four rounds:**

Round one (1) will begin at 11:59 pm CST, May 2, 2017 and end at 11:59 p.m. CST on May 10, 2017. Through this voting process, the top 50 babies with the most votes will move on to Round Two (2).

Round two (2) will begin at 11:59 pm CST, May 13, 2017 and end at 11:59 p.m. CST on May 21, 2017. Through this voting process, the top 25 babies with the most votes will move on to Round Three (3).

Round three (3) will begin at 11:59 pm CST, May 23, 2017 and end at 11:59 p.m. CST on May 31, 2017. Through this voting process, the top 10 babies with the most votes will move on to Round Four (4).

Round four (4) will begin at 11:59 pm CST, June 3, 2017 and end at 11:59 p.m. CST on June 18, 2017. Through this voting process, the Baby of the Year, the runner up and the second runner up will be selected.

The Contest Provider shall be the official timekeeper for the Contest.

## **III. ELIGIBILITY:**

This Contest is open to any individual who, as of the beginning of the Entry Period, (a) is a legal resident of the state of Oklahoma (b) is 18 years of age or older at the date of entry; and (c) is the parent or legal guardian of the child depicted in the submitted photo. Employees, officers, directors and agents (and their immediate families and household members regardless of where they live, or members of the same households, whether related or not) of the Contest Provider and its respective divisions, affiliates, subsidiaries, agents and advertising agencies, are not eligible to participate in the Contest or to win any prize. VOID OUTSIDE OF THE ELIGIBILITY AREA AND WHERE PROHIBITED OR RESTRICTED BY LAW. All federal, state and local laws and regulations apply. All potential winners are subject to verification by the Contest Provider, whose decisions are final and binding in all matters related to the Contest. An entrant is not a winner of any prize, even if the Contest should so indicate, unless and until entrants eligibility has been verified, and entrant has been notified verification is complete.

#### **IV. PRIZE:**

The prize description is on entry forms and advertisements for the Contest. Value of the grand prize will not exceed \$2,000. The prize is subject to certain restrictions and qualifications of the Contest Provider. Except where otherwise expressly noted in these Official Rules, the selection of all vendors, prizes, products and services is subject to the Contest Provider's sole and absolute discretion. Prizes (and/or any portion thereof) are nontransferable and non-exchangeable. No substitutions of prizes are permitted. Additional restrictions may apply. All prizes will be awarded.

#### **V. DETERMINATION OF PRIZE WINNERS:**

A. Grand Prize – One (1) grand prize winner will be selected through the voting process. The Baby of the Year will receive the following: a) \$1,000 College Savings Bond, b) a yearlong diaper subscription, c) one 2 hour photo session and d) the baby of the year will be highlighted through The Oklahoman and on NewsOK.com. One (1) runner up will also be selected through the voting process. The Baby of the Year runner up will receive the following: a) \$500 College Savings Bond, b) a \$100 Babies R Us Gift Card and c) 2 hour photo session. One (1) second runner up will also be selected through the voting process. The Baby of the Year second runner up will receive the following: a) \$250 College Savings Bond and b) 1 hour photo session. All winners will be selected through the voting process as outlined in the Contest description. The final voting will close at 11:59 p.m. CST on June 18, 2017. Winners will be alerted after 10:00 AM CST, June 21, 2017 by text message, phone or email. Failure of the potential prize winner to respond within three (3) days from such notification referred to above may result in disqualification and the selection of an alternate prize winner. Alternate prize winners will be selected in the event the prize cannot be awarded to the potential prize winner selected through the voting process. By entering this Contest, each entrant agrees to be bound by these rules and the decisions of the Contest Provider. In the event of non-compliance, an alternate prize winner may be selected. All prizes will be awarded.

#### **VI. CONDITIONS, DISCLAIMERS, AND LICENSE:**

A. By entering this Contest, each entrant fully and unconditionally agrees to be bound by these Official Rules and by all decisions of the Contest Provider (decisions are final and binding on all matters relating to the Contest), and to comply with all federal, state and local laws and regulations. The decisions of the Contest Provider are final on all matters of fact, interpretation, eligibility, procedure and fulfillment. In the event of non-compliance, an alternate prize winner may be selected. Entries and other submitted materials become the property of the Contest Provider and/or its promotional partner(s) and will not be acknowledged or returned. Neither the Contest Provider nor internet access and text message providers are responsible for incomplete, late, lost, misdirected or postage-due mail or for any technical malfunction, human error, lost/delayed data transmission, omission, and interruption, deletion, defect, or line failure in connection with any telephone network, computer equipment, software or any combination thereof. Entries are void if unreadable, inaccurate, incomplete, mutilated, tampered with, forged, mechanically reproduced, irregular in any way, or otherwise not in compliance with these Official Rules. The Contest Provider makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished or made available in connection with the Contest. Although Contest Provider attempts to ensure the integrity of the Contest, the Contest Provider is not responsible for the actions of entrants or other individuals in connection with the Contest, including entrants' or other individuals' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity, or proper conduct of the Contest. The Contest Provider is not responsible for injury or damage to entrant's or to any other person's computer(s), other equipment, or person(s), related to or resulting from participation in the Contest or downloading materials from or using the Contest Site. If, for any reason, the Contest is not capable of running as planned by reason of damage by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical limitations or failures, strikes, industry conditions, bankruptcy or liquidation, marketplace demands, applicable law, unforeseen obstacles, or any other causes which, in the sole opinion of the Contest Provider, could corrupt, compromise, undermine, or otherwise affect the administration, security, fairness, integrity, viability, or proper conduct of the Contest, Contest Provider reserves the right in its sole and absolute discretion to modify these Official Rules and/or to cancel, terminate, modify, or suspend all or any part of the Contest, and to select a winner from among all eligible entries received up to the time of such cancellation, termination, modification, or suspension, as applicable. Any entries that occur after the Contest Site has failed for any reason may be deemed a defective entry and considered void, at the sole discretion of the Contest Provider. Proof of mailing or submitting entry will not be deemed receipt of such entry by the Contest Provider. The failure by the Contest Provider to enforce any of these Official Rules shall not constitute a waiver of that provision.

**B. BY ENTERING THIS CONTEST YOU, ON BEHALF OF YOURSELF AND YOUR CHILD CONSENT TO THE CONTEST PROVIDER'S USE OF THE OFFICIAL ENTRY, INCLUDING THE PHOTOGRAPH IN CONNECTION WITH THE CONTEST.**

C. All taxes (including without limitation Federal, state and local taxes) in connection with any prize, and the reporting consequence thereof, are the sole responsibility of the prize winner. Each prize winner, at the sole discretion of the Contest Provider, may be required to sign an Affidavit of Eligibility, Liability Release, Publicity Release (unless prohibited by law), Address Verification and other registrations and participation information requested by the Contest Provider (unless prohibited by law). You are not a

winner until your submissions are validated. Failure to complete, sign and return all required documents within fourteen (14) days of delivery to potential winner's claimed address or return of prizes as undeliverable may result in disqualification and selection of an alternate winner, at the sole discretion of the Contest Provider.

D. By entering this Contest, unless prohibited by law, each entrant consents to use of his/her respective name, voice, photograph and/or likeness for advertising or publicity purposes for this and similar promotions without compensation and the potential winner may be required to provide a signed release acknowledging such consent. Moreover, by entering this Contest, unless prohibited by law, the entrants agree to grant to the Contest Provider, and its respective licensees, affiliates, and assigns, the right to print, publish, broadcast, and use, worldwide in any media now known or hereafter developed, including without limitation the World Wide Web, at any time or times, the name of the child as it appears on the child's birth certificate, likeness (actual or simulated), voice (actual or simulated), and biographical information of his/her child as news or information and for advertising and promotional purposes without additional consideration; and further without such additional compensation, appear for, or provide biographical information for use in, any presentation or other activity which may include filming/audio/video/electronic or other recordings and/or interviews, as may be determined from time to time by the Contest Provider in its sole discretion.

#### **VII. CONDUCT:**

THE OFFICIAL RULES WILL BE POSTED AT THE CONTEST SITE THROUGHOUT THE ENTRY PERIOD. BY ENTERING AND PARTICIPATING IN THIS CONTEST, ENTRANTS (A) FULLY AND UNCONDITIONALLY AGREE TO BE BOUND BY THESE OFFICIAL RULES AND BY ALL DECISIONS OF THE CONTEST PROVIDER (WHICH DECISIONS SHALL BE FINAL AND BINDING IN ALL RESPECTS), INCLUDING WITHOUT LIMITATION DECISIONS REGARDING ELIGIBILITY, WINNERS AND THE INTERPRETATION OF TERMS USED IN THESE OFFICIAL RULES; AND (B) REPRESENTS AND WARRANTS THAT ALL INFORMATION PROVIDED BY ENTRANT IN CONNECTION WITH THE CONTEST IS TRUE, ACCURATE AND COMPLETE. THE CONTEST PROVIDER RESERVES THE RIGHT, AT ANY TIME AND AT ITS SOLE DISCRETION, TO DISQUALIFY AND/OR DEEM INELIGIBLE TO PARTICIPATE IN THIS CONTEST OR ANY FUTURE CONTEST OR OTHER PROMOTIONS OF THE CONTEST PROVIDER, ANY INDIVIDUAL IT SUSPECTS: TO BE TAMPERING WITH THE ENTRY PROCESS OR THE OPERATION OF THE CONTEST OR THE CONTEST SITE; TO BE ACTING IN VIOLATION OF THE OFFICIAL RULES OR THE CONTEST SITE'S TERMS OF SERVICE, PRIVACY POLICY OR OTHER TERMS, CONDITIONS OR GUIDELINES; TO BE ACTING IN BAD FAITH OR IN A DISRUPTIVE MANNER, OR WITH THE INTENT TO ANNOY, ABUSE, THREATEN OR HARASS ANY OTHER PERSON; TO HAVE FAILED TO AGREE TO THESE OFFICIAL RULES; OR TO BE IN VIOLATION OF THESE OFFICIAL RULES. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY INTERNET SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF THESE OFFICIAL RULES AS WELL AS CRIMINAL AND CIVIL LAWS. SHOULD THE CONTEST PROVIDER BELIEVE OR BECOME AWARE THAT SUCH AN ATTEMPT HAS BEEN, IS BEING, OR WILL BE MADE, THE CONTEST PROVIDER RESERVES THE RIGHT TO SEEK

REMEDIES AND DAMAGES FROM ANY RESPONSIBLE ENTRANT(S) AND OTHER RESPONSIBLE INDIVIDUAL(S) IN THE ATTEMPTED DAMAGE TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING WITHOUT LIMITATION CRIMINAL PROSECUTION.

**VIII. RELEASE AND INDEMNIFICATION:**

BY ENTERING THE CONTEST, ENTRANTS, ON THEIR BEHALF AND ON BEHALF OF THEIR CHILD, RELEASE AND HOLD THE CONTEST PROVIDER, ITS RESPECTIVE DIVISIONS, AFFILIATES, SUBSIDIARIES, AGENTS AND ADVERTISING AGENTS AND ITS AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, RIGHTS, CLAIMS, AND ACTIONS OF ANY KIND ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE CONTEST OR PARTICIPATION IN ANY CONTEST-RELATED ACTIVITY (INCLUDING WITHOUT LIMITATION THE REMOVAL FROM THE SITE OF, OR DISCONTINUATION OF ACCESS TO, ANY MATERIALS), OR RESULTING DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE CONTEST, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY.

**IX. LIMITATION OF LIABILITY:**

IN NO EVENT WILL THE CONTEST PROVIDER, ITS RESPECTIVE DIVISIONS, AFFILIATES, SUBSIDIARIES, AGENTS AND ADVERTISING AGENTS AND ITS AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, ARISING OUT OF ANY ACCESS TO AND/OR USE OF THE CONTEST SITE, THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM THE CONTEST SITE, THE REMOVAL FROM THE CONTEST SITE OF, OR DISCONTINUATION OF ACCESS TO, ANY MATERIALS, OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF, OR PARTICIPATION IN, ANY PRIZE AWARDED IN CONNECTION WITH THE CONTEST. WITHOUT LIMITING THE FOREGOING, THE CONTEST, ALL PRIZES, AND ALL MATERIALS PROVIDED ON OR THROUGH THE SITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

**X. GOVERNING LAW:**

The Contest and these Official Rules are governed by and shall be construed in accordance with the substantive laws of the State of Oklahoma (as distinguished from the choice of law rules) and the United States of America applicable to contracts made and performed entirely in Oklahoma and where the relevant contacts are with such state. All applicable federal, state, and local laws and regulations

apply.

**XI. MISCELLANEOUS:**

A. Dates and Deadlines: Because of the unique nature and scope of the Contest, the Contest Provider reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Contest.

B. Severability; Headings: If any provision of these Official Rules is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Official Rules and shall not affect the validity and enforceability of any remaining provisions. Headings and captions are used in these Official Rules solely for convenience of reference, and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof.

C. Winners: For a list of the prize winners, send a self-addressed stamped envelope after the Entry Period to: Winner List, "Baby of the Year 2017", The Oklahoman Media Company, Attn: Angela Meade, 100 W. Main Street, Ste. 100, Oklahoma City, OK 73102. Requests for winners lists must be received within 90 days of the conclusion of the Contest. WA and VT residents may omit return postage.

D. Rule Requests: To receive a copy of these complete rules, send a self-addressed, stamped envelope to: Official Rules, "Baby of the Year 2017", The Oklahoman Media Company, Attn: Angela Meade, 100 W. Main Street, Ste. 100, Oklahoma City, OK 73102. Requests for Official Rules must be received within 60 days of the conclusion of the Contest. WA and VT residents may omit return postage.