

Contest Rules

No purchase or payment is necessary to enter or to win. Participants are not required to opt in to Abilene Scene email marketing to enter. The giveaway is subject to applicable federal, state, local and municipal laws and regulations. Void where prohibited or restricted by law. Abilene Scene also reserves the right to cancel, terminate, modify, or suspend the giveaway at any time if it determines, in its sole discretion.

1. Eligibility

Zachry Publications Contest (the Contest) is open to legal residents of Taylor County, Texas who are at least eighteen (18) years old at the time of entry. Employees of Zachry Publications and other companies associated with the promotion of the Contest, including Zachry Associates, and their respective parents, subsidiaries, affiliates and advertising and promotion agencies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Contest is subject to federal, state, and local laws and regulations.

2. Sponsor

The Sweepstakes is sponsored by Zachry Publications, located at 500 Chestnut St., Suite 2000, Abilene, Texas 79602.

3. Agreement to Official Rules

Participation in the Sweepstakes constitutes entrants full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

4. Contest Period

The Contest begins on September 5, 2017 at 12 am CST and ends on September 22, 2017 at 11:59 pm CST (the Contest Period). Entries that are submitted before or after

the Contest Period will be disqualified. Submissions will be accepted for the duration of the Contest using any of the following methods: Online, or by mail.

5. How to Enter

Online: This method of entry will be available by voting in the Abilene Loves competition by using the Survey Monkey voting ballot. Limit one entry person. Entries received from any person or e-mail address in excess of the stated limitation will be void. All entries become the property of Sponsor and will not be acknowledged or returned.

By Mail: Tear the ballot page out of your 2017 September/October issue of Abilene Scene magazine, fill it out and mail it to: PO Box 608, Abilene, TX 79604.

6. Prize Drawing

Winners will be selected in a random drawing from all valid entries received on or about September 25, 2017. The Sponsor will select three unique winners at random from the pool of valid entries. The Sponsor will attempt to notify the winners via email on or about October 1, 2017. If the winners cannot be contacted within five (5) days after the date of the first attempt to contact him/her, the Sponsor may select an alternate potential winner in his/her place at random from the remaining non-winning, eligible entries.

7. Winner Notification

The winners will be notified by email using the address given at entry. Potential winners must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by selecting from among all remaining eligible entries. Only one (1) alternate drawing will be held, after which the prize will remain un-awarded.

8. Prizes

Prize: A \$100 cash prize will be awarded to three unique participants. Prizes are not redeemable/exchangeable. No prize transfers. No substitutions are allowed. All decisions made by Abilene Scene and Zachry Publications are final. Odds of winning depend on the number of people who enter the giveaway.

9. General Conditions

In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Contest is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Contest to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Sweepstakes and, in the event of termination, award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

10. Release and Limitations of Liability

By participating in the Contest, entrants agree to release and hold harmless the Sponsor, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Sweepstakes, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the Released Parties) from and against any claim or cause of action arising out

of participation in the Contest or receipt or use of the prize (including any travel or activity related thereto), including, but not limited to: (a) any technical errors associated with the Contest, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Contest; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) application downloads, (e) any other errors or problems in connection with the Contest, including, without limitation, errors that may occur in the administration of the Contest, the announcement of the winner, the cancellation or postponement of the event and/or the flyover, if applicable, the incorrect downloading of the application the processing of entries application downloads or in any Contest-related materials; or (f) injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from entrants participation in the Sweepstakes or acceptance, receipt or misuse of the prize (including any travel or activity related thereto). Entrant further agrees that in any cause of action, the Released Parties liability will be limited to the cost of entering and participating in the Contest, and in no event shall the entrant be entitled to receive attorney's fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. Furthermore, if the Sponsor, in its absolute discretion, considers an entry is in violation of any laws, the Promoter may report the entrant to the appropriate law enforcement authority and the entrant will have no claim against the Promoter, including for any loss or damage it may suffer as a result. The Sponsor will not be responsible for typographical, printing or other inadvertent errors in these Official Rules or in other giveaway materials.

11. Disputes

Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Texas. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of Texas, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than Texas.

12. Winnings Procedure

Winners of prizes valued at \$600 or more must complete a federal income tax return form when claiming their prize.

13. Privacy

Information collected from entrants is subject to sponsor's privacy policy. Sponsor reserves the right to contact entrants via email about the promotion and a future promotion. All entries will be the property of the Sponsor and may be used by the Sponsor in advertising the Sponsor's products and services. All Eligible Entrants assign all copyright in their entries to the Sponsor and expressly waive all of their moral rights under the Copyright Act 1968(C'th) in favour of the Promoter and all Eligible Entrants agree to do all things reasonably necessary to give effect to this term. The personal information entrants provide will be used by the Promoter for the purpose of conducting this competition. The Promoter may disclose entrant's personal information to its contractors and agents to assist in conducting this competition or communicating with entrants.

14. Winner List

To request the name of the winner send a self-addressed & stamped envelope to 500 Chestnut Street, Ste.2000. Abilene, TX 79602 Winner List requests will only be

accepted after the promotion end date (listed above). For the Winner List, you can also send an email.

15. Failure by the Sponsor

Failure by the Sponsor to enforce any of its rights at any time does not constitute a waiver of those rights.