

Looped-In – Berlin Raceway Sweepstakes  
OFFICIAL RULES

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

The Looped-In – Berlin Raceway Sweepstakes (“Sweepstakes”) begins on April 1, 2024 at 5:00am Eastern Time (“ET”) and ends on April 14, 2024 at 11:59pm ET (“Promotion Period”). The time will be determined by Sponsor’s timekeeping systems. Sponsor will have the sole discretion in determining the timeliness of any action or inaction related to this Sweepstakes. All times mentioned in these Official Rules are Eastern Time unless expressly noted otherwise.

Open only to legal U.S. residents who are at least 18 years of age or the age of majority in their state of residence, whichever is older, as of date of entry and reside in Michigan in the WXMI-TV market area (“MA”). Void wherever prohibited by law and outside the MA. Individuals who have won prizes from promotions sponsored by WXMI in the past 30 days are not eligible. Employees of Scripps Media, Inc. d/b/a WXMI-TV, Berlin Raceway (collectively, “Sponsor”), their respective parents, affiliates, and subsidiaries, and of all of the advertising agencies, promotion agencies, prize suppliers, and any other vendors providing services in connection with this Sweepstakes (collectively, the “Sponsor Affiliates”) and the immediate family members (spouse, mother, father, in-laws, grandmother, grandfather, brother, sister, children and grandchildren) and/or those living in the same household of any of the foregoing individuals are not eligible. By participating, entrants agree to be bound by the Official Rules and the decisions of Sponsor.

**TO ENTER:** During the Promotion Period, visit [www.fox17online.com](http://www.fox17online.com), click on the “Contest” tab, follow the instructions to complete your entry form, and click on the Enter/Submit button. All information you provide must be truthful, accurate, and complete. Upon successfully submitting your entry to Sponsor as described above, you will receive one entry into the Sweepstakes.

Limit one entry per person, per email address, and per household address. Entries in excess of this limit will be disqualified if discovered by Sponsor. No mechanically reproduced entries of any kind permitted. Illegible and incomplete entries are void. Sponsor is not responsible for lost, late, mutilated, or misdirected entries or entries not received. If there is a dispute over who submitted an entry, the entry will be deemed to have been submitted by the authorized account holder of the email account identified on the entry form. The authorized account holder of an email account is deemed to be the natural person who is assigned to an email address by an Internet access provider, service provider, or online organization responsible for assigning email addresses for the domain associated with the submitted email address. Received entries become the property of Sponsor and will not be returned. Sponsor will use the information you provide in accordance with its Privacy Policy.

**WINNER SELECTION:** After the close of the Promotion Period, winner(s) will be selected by random drawing from all eligible entries. Decisions of Sponsor are final on all matters. Limit one prize per person and per household address. Odds of winning will depend upon the number of eligible entries.

**WINNER NOTIFICATION AND RELEASES:** Shortly after the drawing date, Sponsor will attempt to notify the potential winner(s) via e-mail and phone. If a potential winner: (a) does not respond after the first attempted contact from Sponsor within 48 hours of initial notification attempt, (b) is not in compliance with these Official Rules, (c) does not meet the eligibility requirements, (d) declines the prize, or (e) does not sign and return required documents or provide required identification by deadlines established by Sponsor, he or she will be disqualified, and the prize will be awarded to an alternate winner as determined by random draw from the remaining eligible, non-winning entries. Sponsor will conduct up to two alternate drawings for the prize, time permitting. The potential prize winner may be required to provide confirmation that he or she is the owner of the relevant email address. Each potential winner may be required, in Sponsor's sole discretion, to complete and return an Affidavit of Eligibility & Liability/Publicity Release (TN residents need not sign Publicity Release) and a scan or photo of legal ID before claiming the prize. Any companion(s) who will participate in the prize activities, if applicable, may be required to sign and return a Travel Companion Release before being allowed to participate in any prize activities. If any of the potential companion(s), if applicable, is under the age of majority in his or her state of residence, then the parent or legal guardian of the minor potential companion(s) must sign and return all required forms. All forms must be postmarked by the date set forth on notification materials if return is requested via mail, or forms must be completed before receipt of any prize if prizes are picked up in person.

**PRIZE(S):** One First Prize - the winner will receive 2 season tickets to Berlin Raceway, good for the remaining 2024 season, which includes VIP parking, preferred gate entrance, preferred gate admission time (Total Prize ARV: \$683). Restrictions may apply.

Prize consists of only those items specifically listed as part of the prize. Sponsor reserves the right to substitute any prize with prize of equal or greater value in its sole discretion. No substitution or transfer/assignment of prize by winner is permitted. Prize subject to all terms, conditions and restrictions on face of tickets, vouchers or imposed by issuer. If by reason of printing or other error, more prizes are claimed than the number of prizes set forth in these Official Rules, a random drawing will be held among all prize claimants in a category to award the advertised number of prizes in the relevant category. Properly claimed prize(s) will be awarded, but under no circumstances will more than the advertised number of prizes be awarded. Prize(s) are awarded "AS IS." Winner may be required to pick up his or her prize at WXMI, 3117 Plaza Drive NE, Grand Rapids, MI 49525 M-F between 7:30AM – 4PM no later than May 14, 2024.

Federal, state, and local taxes on prize, if any, and any other costs, fees and expenses not listed above as specifically included as part of the prize are the sole responsibility of winner. An IRS form 1099 and other tax-related forms and documents may be issued by Sponsor if required by law.

**PUBLICITY AND MARKETING:** Submission of an entry in the Sweepstakes constitutes permission to the Sponsor to use entrant's name, likeness, photograph, voice, opinions, and/or hometown and state, and any portion thereof for purposes of advertising and trade, in any medium in connection with the Sweepstakes, without further notice, approval, or compensation, unless prohibited by law.

**LIABILITY RELEASE & INDEMNIFICATION:** By entering this Sweepstakes, you agree to release, discharge and hold harmless Sponsor, Sponsor Affiliates and their respective parents, affiliates, and subsidiaries and all of their directors, officers, employees, agents and assigns (the “Released Parties”) from any claims, losses, and damages arising out of, or relating to, your participation in this Sweepstakes (including, without limitation, any misrepresentation made by the entrant in connection with the Sweepstakes; any non-compliance by the entrant with these Official Rules; claims brought by persons or entities other than the parties to these Official Rules arising from or related to the entrant’s involvement with the Sweepstakes; any malfunction, error or other problem arising in connection with the collection, processing, or retention of entry information; or any typographical or other error in the printing, offering or announcement of any prize or winner), or any Sweepstakes-related activities (including, without limitation, any event attended as part of a prize), and the acceptance and use, misuse, or possession of any prize awarded hereunder.

**OTHER TERMS:** Released Parties are not responsible for any typographical or other error in the printing, the offering, or the announcement of any prize or in the administration of the Sweepstakes, whether caused by computer, technical, or human error. Released Parties are not responsible for late, lost, damaged, incomplete, illegible, faulty, or incorrect transmissions, incorrect announcements of any kind, technical hardware or software failures of any kind, any damage to any person’s computer related to or resulting from participating in the online portion of the Sweepstakes, lost or unavailable network connections, or failed, incomplete, garbled, or delayed computer transmission that may limit a user’s ability to participate in the Sweepstakes whether caused by computer, technical, or human error. Sponsor reserves the right to terminate or modify the Sweepstakes or any portion of it for any reason, including but not limited to, if fraud, misconduct, or a technical failure destroys the integrity of the Sweepstakes; or if a computer virus, bug, wireless failure, or other technical problem corrupts the administration, security, or proper administration of the Sweepstakes as determined by Sponsor, in its sole discretion. If Sponsor terminates the Sweepstakes, Sponsor will pick the winner(s) in a random drawing from among all eligible, non-suspect entries received as of the termination date, or in such other manner as Sponsor, in its sole discretion, deems fair and appropriate under the circumstances, provided it is able to do so. Sponsor will post notice of its action on the Sweepstakes website. Sponsor also reserves the right, in its sole discretion, to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes. Sponsor reserves the right to disqualify any individual from further participation in the Sweepstakes if Sponsor concludes, in its sole discretion, that such person: (a) has attempted to tamper with the entry process or other operation of the Sweepstakes; (b) has failed to comply with or has attempted to circumvent these Official Rules; (c) has committed fraud or attempted to undermine the legitimate operation of the Sweepstakes; or (d) has acted toward Sponsor, any Sponsor Affiliates, or any other entrant in an unfair, inequitable, annoying, threatening, disrupting, or harassing manner. If a dispute arises regarding compliance with these Official Rules, Sponsor may consider, in its sole discretion, data reasonably available to Sponsor through information technology systems in Sponsor’s control, but Sponsor will not be obligated to consider any data or other information collected from any other source. Any failure by Sponsor to enforce any of these Official Rules will not constitute a waiver of such Official Rules. If there is a conflict between any term of the Official Rules and any marketing or entry materials used in connection with the Sweepstakes, the terms of these Official Rules will govern.

**GOVERNING LAW & JURISDICTION:** EXCEPT WHERE PROHIBITED, ENTRANTS AGREE THAT ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SWEEPSTAKES, OR PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED BY ENTRANT WITH REGARD TO THIS SWEEPSTAKES, BUT IN NO EVENT ATTORNEYS' FEES, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrants and Sponsor in connection with the Sweepstakes will be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to any choice of law or conflict of law rules or provisions (whether of Ohio or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Ohio. The state and federal courts located in Hamilton County, Ohio will be the exclusive forum for any dispute relating to these Official Rules and/or this Sweepstakes. All participants and winner(s) agree, by their participation in the Sweepstakes, to submit to the personal jurisdiction of the state and federal courts in Hamilton County, Ohio and waive the right to contest jurisdiction.

**SEVERABILITY:** If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

**WINNER LIST:** For the winner name(s), available after the close of the Promotion Period, send a self-addressed, stamped envelope to: Looped-In – Berlin Raceway Sweepstakes Winner List, 3117 Plaza Drive NE, Grand Rapids, MI 49525. Requests must be received by 60 days after the close of the Promotion Period.

**SPONSORS:** Scripps Media, Inc. d/b/a WXMI, 3117 Plaza Drive NE, Grand Rapids, MI 49525; Berlin Raceway, 2060 Berlin Fair Drive, Marne, MI 49435.