

## **Mrs. Claus Clocks Christmas How to Win / Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN.** Sweepstakes is open only to legal California residents, 18 years or older and residing in California at the time of entry. THIS SWEEPSTAKES IS VOID WHERE PROHIBITED AND OUTSIDE CALIFORNIA

**1. Sweepstakes Name:** Mrs. Claus Clocks Christmas (the "Sweepstakes")

**2. Sweepstakes Dates/Registration Period:** The Sweepstakes is scheduled to begin 12/12/08 at 12:00 PST and end 12/24/08 at 11:59 PST (the "Registration Period"). Sponsors' clock shall be the official time piece of the Sweepstakes.

The Jewelry Exchange ("Sponsor"), its subsidiaries and affiliated companies, will conduct the Sweepstakes substantially as described in these rules, and by participating, each participant agrees as follows:

### **3. How to Enter – Online Registration**

**Puzzle Entry:** To enter, visit [www.KTLA.com](http://www.KTLA.com) during the Registration Period and click the Sweepstakes link. Each entrant will be given (9) multiple choice puzzles to answer. In order to complete the game and advance to the Sweepstakes registration page, an entrant must solve 6 of 9 puzzles. Any entrant who does not correctly solve at least (6) puzzles will be disqualified and will not have an opportunity to advance to the Sweepstakes registration page during that attempt unless the entrant accesses the registration page via the alternate entry method discussed below. Entrants may continue to attempt the Sweepstakes until they are able to advance to the Sweepstakes registration page. Any entrant who advances to the Sweepstakes registration page will be required to enter their name, address, birth date, phone number, valid email address and answer the Sponsors' survey question. **Alternate Entry:** To register for the Sweepstakes without playing the puzzle game, simply click the following link which will direct you to the Sweepstakes registration page: <http://www.mdmgames.com/mrsclausklatv/register.aspx>

**Instant Win Game:** Upon completing the registration, the entrant will be asked to click on 1 of 4 icons to determine if they are the winner of an "Instant Win Prize". Two (2) computer-generated instant-winning times will be randomly generated during the Promotion Period. If you are the first player to play the Instant Win Game at or after one of the randomly generated times, you will be a potential instant winner of the prize indicated. If you receive a "winner" message, please print it and save it for your records. After the completion of the Sweepstakes, Sweepstakes Administrator will send the Instant Win Prize certificate to contact information provided on the registration form.

Maximum of one completed Sweepstakes registration per person or per valid email address during the Sweepstakes period. Each participant must submit an entry on their own behalf. Any entry submitted by a contestant on behalf of another individual or using another person's email address or name will be disqualified and ineligible to claim any prize. All eligible contestants must register using a valid email address. Any entry submitted with an invalid email address will be disqualified.

Any attempt by any participant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods void that participant's entries and that participant may be disqualified. No mechanically reproduced or automated entries permitted. Use of any automated system to participate is prohibited and will result in disqualification. Sponsors and their subsidiaries and affiliates are not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations or for any entry not submitted or received due to any technical error or failure, unauthorized human intervention, inaccurate capture or mis-entry of any required information, or the failure to capture any such information or effects of hackers or failure of any electronic equipment, computer transmissions and/or network connections, which will be disqualified.

All eligible entries must be submitted and received by during the Registration Period. Any entry submitted after the close of the Registration Period, or any entry not received by the close of the Registration Period for any reason will be disqualified. In the event of a dispute as to any registration or play, the authorized account holder of the e-mail address used to register will be deemed to be the registrant or player. The "authorized account holder" is the natural person assigned an e-mail address by an Internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted address. All received entries become the property of the Sponsors and will not be returned.

**4. Winner Selection & Notification:** On or about **12/29/08**, a random drawing will be held from among all eligible entries received from all entry methods combined to select a total of one (1) potential Grand Prize winner (*see Grand Prize description*)

*below*). Odds of being selected as the Grand Prize winner are dependent upon the total number of eligible entries received from all entry methods combined. Decisions of the Administrator in the selection and determination of Grand Prize winner and, all matters relating to this Sweepstakes, are final and binding.

The potential Grand Prize winner will be notified initially by phone beginning on or about **12/30/08**. If the Administrator is unsuccessful in its attempts to reach and speak directly with the potential Grand Prize winner by phone after three attempts over a 72-hour period to the phone number listed on that entrant's entry, then that entrant will be disqualified and, at Administrator's discretion, an alternate potential Grand Prize winner will be randomly selected from among the remaining eligible entries and notified as per the procedures outlined above (time permitting).

During the Grand Prize winner notification phone call, potential winner must confirm his/her eligibility, and indicate his/her willingness to accept the prize. The potential Grand Prize winner will then receive official notification via certified or overnight mail delivery.

If the potential Grand Prize winner does not meet the eligibility requirements, or elects to decline the Grand Prize, s/he will be disqualified and, at Administrator's discretion, an alternate winner will be randomly selected from among all remaining eligible entries and notified as per the procedures outlined above. Any disqualified entrant will not receive any alternate prize substitution or compensation.

All of the following will apply for the Grand Prize winner: 1) Winner will be required to complete and return, within 5 days of date of receipt, a W-9 form, an affidavit of eligibility, and a liability/publicity release (where permitted); 2) Winner will be required to present a copy of a valid social security card and a valid U.S. driver's license as a condition of receiving the prize; 3) Winner will be issued an IRS Form 1099 reflecting the actual value of the Grand Prize won; and 4) Winner will be responsible for paying all applicable taxes (including, but not limited to all income, local, state and federal taxes) on prize awarded. Failure to collect or properly claim prize in accordance with these rules will result in forfeiture of the prize. If forfeited for any reason, winner will not receive any other prize substitution or compensation.

If winner is at least 18 years of age but still considered a minor in his/her jurisdiction of residence, Administrator may, at its sole discretion, award the prize in the name of his/her parent or legal guardian who will be responsible for fulfilling all requirements imposed on winner set forth herein.

## **5. Prize(s).**

One (1) Grand Prize winner will be awarded a pair of white gold diamond 1/5 carat stud earrings with an APR of \$79.00 . Two (2) Instant Win Prizes: Each Instant Win Prize is a pair of tickets to an upcoming Los Angeles Clippers basketball game. Total ARV of all available prizes: \$579.00

Grand Prize winner, if any, must accept delivery of prize from Sponsors, or as otherwise instructed by Sponsors. All other costs related to prize delivery and acceptance is the responsibility of winner. Prizes are non-transferable and no cash redemption or prize substitution allowed, except at Sponsors sole discretion or as provided herein. Sponsors reserve the right to substitute a prize of equal or greater value if an advertised prize becomes unavailable. Other restrictions may apply. All properly claimed prizes will be awarded. Any unclaimed prizes will not be awarded, except as provided herein.

There is a maximum of (1) Grand Prize and (2) Instant Win Prizes available for this Sweepstakes. In the event the contest is not successfully completed by any eligible contestant, the Grand Prize will not be awarded.

Sponsors reserve the right to substitute a prize of equal or greater value if an advertised prize becomes unavailable. All prize winners 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 taxes on prize(s).

Sponsors reserve the right to hold awarding the prizes if it believes these rules were violated until it has resolution. 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, contestant will not receive any other prize substitution or compensation. No more than the advertised maximum number of prizes will be awarded for any reason. If due to printing, production, seeding, typographical, human or other error, the number of valid prize claims received at any prize level exceeds the number of prizes intended to be awarded at such level as stated herein,

Sponsors reserve the right to conduct and award the stated number of prizes for such level in a random drawing from among all valid, non-suspect prize claims received for that level. Any claims received after a prize has been exhausted for any particular prize level will be void.

#### **6. Eligibility Restrictions:**

Sweepstakes is open to legal U.S. residents, who reside in California and are age 18 or older as of date of entry. The Jewelry Exchange ("Sponsor"), and Million Dollar Media, LLC ("Sweepstakes Administrator"), participating third-party sponsors/advertisers, and each of their respective franchisees, parents, affiliated companies, subsidiaries, distributors, retailers, printers, advertising and promotion agencies, and any and all other companies associated with the design or execution of this Sweepstakes (collectively, "Released Parties"), and the members of the immediate families or households, whether or not related, of any of the above are not eligible. "Immediate family members" includes, for purposes of this Sweepstakes, 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, regardless of where they reside. Individuals without access to an internet connection or a valid email address as of the date the Sweepstakes begins are also not eligible.

#### **7. Additional Rules & Restrictions:**

(a) By participating, entrants agree to abide by and be bound by the Official Rules and the decisions of the Sponsors and Sweepstakes Administrator, which decisions shall be final in all matters relating to this Sweepstakes. 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 Sponsors for the stated value of the prize if such violation is discovered after winner has used the prize. Participation in Sweepstakes constitutes permission for the Sponsors and their designees to use entrants' names, cities and states of residence and/or likenesses for purposes of advertising and trade in any and all media now or hereafter known worldwide on perpetuity without limitation or further compensation, notification or permission, unless prohibited by law. False, fraudulent or deceptive entries or acts shall render entrants ineligible for any prize.

(b) By participating, entrants agree to hold all Released Parties harmless 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 Sweepstakes, or the acceptance, possession or use/misuse of any prize, or participation in prize-related activities (including but not limited to travel or activity related thereto), and to assume all liability therefore.

(c) Released Parties shall not be liable to winner 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 Released Parties' sole control.

(d) Participants are restricted to use of ordinary and typical computer equipment, mobile phone equipment, Internet access and cellular networks. Sponsors disclaim all liability for the inability of a participant to complete or continue an entry due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond the Sponsors' control, or otherwise. The Sponsors disclaim any liability for entries not received due to technical difficulties or transmission errors. The Sponsors disclaim all liability for any delays, mis-delivery, loss, or failure in the delivery of any item sent by electronic transmission, or other delivery method. Released Parties are not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the Sweepstakes, and any injury or damage to entrant's or any other person's computer or mobile phone related to or resulting from participating in or downloading any information necessary to participate in the Sweepstakes. Released Parties are not responsible for any other errors of any kind, whether computer, technical, typographical, printing, human or otherwise, relating to or in connection with the Sweepstakes, including, without limitations, errors which may occur in connection with the printing or advertising of this Sweepstakes, administration or execution of the Sweepstakes, the cancellation of the game, the processing of entries or in the announcement of the prizes or prize winners. Sponsors, in their sole discretion, reserve the right to disqualify any person tampering with the entry process or the operation of the Sweepstakes website.

(e) Sponsors reserve the right to cancel, modify or terminate the Sweepstakes if fraud, misconduct or technical failures destroy or threaten the integrity of the Sweepstakes, in the opinion of the Sponsors/Sweepstakes Administrator, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper conduct of the Sweepstakes as determined by

Sponsors/Sweepstakes Administrator, in their sole discretion. If Sponsors do so, Sponsors shall post notice on the Sweepstakes website. In the event of early termination of the Sweepstakes, Sponsors will award remaining Instant Win Prizes and determine the Grand Prize Finalist in a random drawing from among all eligible, non-suspect entries received as of the time/date of such termination.

**8. 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 Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (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, and in no event will entrant be entitled to receive attorneys' fees or other legal costs; 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 Sponsors in connection with this Promotion, shall be governed by, and construed in accordance with the laws of the Colorado, without giving effect to any choice of law or conflict of law rules or provisions.

**9. Odds:** Odds of being selected as a Grand Prize Winner are dependent upon the total number of eligible participants in the Sweepstakes. Odds of winning an Instant Win Prize depend on the number of eligible entries received.

**10. Official Rules & Winners List:** For a copy of these Official Rules or the names of prize winners, send a self-addressed stamped envelope to be received by 3/1/09 to: Mrs. Claus Clocks Christmas, c/o KTLA-TV, 5800 Sunset Blvd. Los Angeles, CA 90028. PLEASE SPECIFY which you are requesting: Official Rules or Winners List.

**11. Sponsors:** Sweepstakes is sponsored by The Jewelry Exchange, 15732 Tustin Village Way, Tustin, CA 92780.

**12. Sweepstakes Administrator:** Sweepstakes is administered by Million Dollar Media, 1460 Route 9 North – Suite 201, Woodbridge, NJ 07095.