

12 Days of Basil Official Rules 2018

VEHICLES FOR VETS

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED.

Basil Chevrolet, Buick, Cadillac; Joe Basil Chevrolet; Robert Basil Buick, GMC, Cadillac; Basil Toyota; C. Basil Ford; Basil Ford of Niagara Falls; Basil Volkswagen and the Basil Resale Centers will be abbreviated as the Basil Automotive Group from here on.

1. HOW TO ENTER

- a. The 12 Days of Basil contest will commence at 12am EST, November 15th, 2018 and end at 7:30pm EST December 18th 2018.
- b. To participate in the contest, contestants may enter via the following method: participants will be directed to 12daysofbasil.org where they may complete and submit an online submission form to win one of 12 prizes from the Basil Automotive Group. 12 winners will be chosen at random, one each day from December 7th to December 18th. Each winner will win a prize designated for that particular day. Winners will be announced through Basil Automotive Group social media each day.
- c. Contestants are required to provide truthful information. The Basil Automotive Group reserve the right to reject or delete any entry that it discovers to be false or fraudulent. The Basil Automotive Group will disqualify any entry from individuals who do not meet eligibility requirements. The Basil Automotive Group will also delete any entry received from persons under the age of 13 in compliance with the Children's Online Privacy Protection Act.

2. ELIGIBILITY RESTRICTIONS

- a. The contest is open to all participants, 18 years of age or older, who legally reside in the Western New York broadcast area. Employees of WIVB-TV, its licensee, its corporate parents, subsidiaries, and affiliates, its advertising agencies, participating sponsors/promotional partners, the Basil Automotive Group, other television stations in the WNY metropolitan area and the members of their immediate families and or households are ineligible to participate or win. The term "immediate family" includes spouses, siblings, parents, children, grandparents, and grandchildren, whether as "in-laws," or by current or past marriage(s), remarriage(s), adoption, co-habitation or other family extension, and any other persons residing at the same household whether or not related.
- b. One winner per household is permitted in any contest.
- c. Contestants/finalists of any other Basil promotion are also deemed ineligible to participate or win.
- d. Winner must have a valid US Passport and be eligible for international travel.

12 Days of Basil Official Rules 2018

- e. Employees of the Basil Auto Group and family members of said employees are ineligible to participate or win.

3. PRIZES

- a) Grand Prize: The Grand Prize is a five day/four night trip to Disney World (airfare included) for two. Airfare will be provided in voucher form for the average price of a flight from Buffalo, NY to Orlando, Florida. Winner is responsible for booking and paying any difference in price, upgrades, or additional baggage fees. There is no cash alternative. If a winner is disqualified, the Basil Automotive Group reserves the right to determine an alternate winner. No purchase necessary.
- b) Second through 11th Prizes:
 - 2: Smart Home Package, includes 1 Google Home, 1 Nest Learning Thermostat, and Hue Smart Lighting, no substitutions.
 - 3: 65" Big Screen TV, brand TBD.
 - 4: Weekend in Ellicottville w/ ski passes & overnight, scheduling will be the sole responsibility of the winner and provided in the form of a certificate. Winner is responsible for booking and paying any difference in price, upgrades, or additional fees. Price determined by the "Weekend 2 Night Lodge & Lift Package for 2 Adults" at the Inn at Holiday Valley.
 - 5: Target Shopping Spree \$500 in the form of a giftcard to be redeemed at Target. Cannot be redeemed for cash.
 - 6: Shopping Spree to Best Buy, \$600 in the form of a giftcard to be redeemed at Best Buy. Cannot be redeemed for cash.
 - 7: Home Depot Shopping Spree \$700 in the form of a giftcard to be redeemed at Home Depot. Cannot be redeemed for cash.
 - 8: Two Roundtrip Flights to Vegas (\$800). Flight scheduling will be the sole responsibility of the winner and provided in the form of airline vouchers. Winner is responsible for booking and paying any difference in price, upgrades, or additional baggage fees. Price determined by the average price of a flight from Buffalo, NY to Las Vegas, Nevada.
 - 9: Night Out: Dinner for two, Overnight at Russells, to be redeemed by certificate from Russells., cannot be redeemed for cash. Booking will be the sole responsibility of the winner. Sabres tickets, game and seats TBD
 - 10: Jewelry Shopping Spree to Reeds, \$500 gift card to Reeds. Cannot be redeemed for cash.
 - 11. Shopping Spree to Wegmans, \$500 gift card to be used at any Wegmans location
 - 12: A Year of Gas, a \$600 giftcard to be used towards your gas for a year. Cannot be redeemed for cash.
- c) The winner will forfeit any prize or prize certificate not claimed within forty-five (45) days of winning. In the event that a prize or prize certificate is mailed to the winner, it will be with the prior written consent of the winner and therefore, winner assumes the risk of its loss. The Basil Automotive Group is not responsible for the safe arrival of any prize or prize certificate.
- d) The prizes are expressly limited to the listed above and do not include taxes, gratuities or any other expenses. Other restrictions may apply.
- e) There is no cash alternative for any prizes.

12 Days of Basil Official Rules 2018

4. WINNER SELECTION AND NOTIFICATION

- a. Decisions of the Basil Automotive Group with respect to the contest are final. Entries will be selected at random by the Basil Automotive Group. Twelve participants will be chosen at random.
- b. Nov 15th – Dec 18th: participants enter to win one of 12 prizes. Winners will be drawn daily from December 6th through December 18th and announced through Basil Automotive Group social media.
- c. **ODDS OF BEING SELECTED AND WINNING DEPEND UPON THE NUMBER OF ENTRIES RECEIVED.**
- d. Winners must execute and return any required Affidavit of Eligibility/Release of Liability Prize Acceptance Form within ten (10) days of notification attempt or prize will be forfeited and an alternate winner may be chosen by random selection.
- e. One entry per person.

5. CONDITIONS

- a. **Publicity:** By participating in the contest, the winner or winners agree to have their name, voice, or likeness used in any advertising or broadcasting material relating to this contest without additional financial or other compensation, and, where legal, to sign a publicity release confirming such consent prior to acceptance of the prize.
- b. **Release.** By participating, each participant and winner waives any and all claims of liability against the Basil Automotive Group, its employees and agents, the Contest's sponsors and their respective employees and agents, for any personal injury or loss which may occur from the conduct of, or participation in, the Contest, or from the use of any prize. In order to receive the prize, participants must sign an official waiver form provided by the Basil Automotive Group. Participants must sign release form *at* Basil Ford, 1540 Walden Ave, Cheektowaga.
- c. **Taxes.** Any valuation of the prize stated above is based on available information provided to the Basil Automotive Group, and the value of any prize awarded to a winner may be reported for tax purposes as required by law. The winner is solely responsible for reporting and paying any and all applicable taxes and registration fees related to the prize and paying expenses associated with any prize, which is not specifically provided for in the official rules. The winner must provide the Basil Automotive Group with valid identification and valid taxpayer identification number or social security number before any prize will be awarded. Prizes are not transferable, redeemable for cash or exchangeable for any other prize. Any person winning a prize valued over \$600 will receive an IRS form 1099 at the end of the calendar year and a copy of such form will be filed with the IRS.
- d. Prior to awarding any prize or prize certificate, the Basil Family Dealerships at their sole discretion may require contest winners (and their travel companions, if any) to sign a liability release, agreeing to hold Basil, its corporate licensee, its parent, subsidiary and affiliated corporations, and the officers,

12 Days of Basil Official Rules 2018

shareholders, directors, employees, agents and representatives of each of them harmless against any and all claims or liability arising directly or indirectly from the prize or participation in the contest.

- e. The Basil Family Dealerships at their sole discretion, reserves the right to disqualify any person tampering with the entry process, the operation of website or is otherwise in violation of the rules. It further reserves the right to cancel, terminate or modify the contest if it is not capable of completion as planned, including infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort. By participating in the Contest, participants agree to be bound by the decisions of Basil Automotive Group personnel. The Basil Automotive Group reserves the right to disqualify any participant or winner and may refuse to award any prize to a person who is ineligible or who the Basil Automotive Group believes has violated any rule, gained unfair advantage in participating in the Contest, or obtained winner status using fraudulent means. The Basil Automotive Group will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Contest and the Basil Automotive Group's decisions concerning such disputes shall be final. If the conduct or outcome of the Contest is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference or any event beyond the control of the Basil Automotive Group, the Basil Automotive Group reserves the right to terminate this Contest, or make such other decisions regarding the outcome as the Basil Automotive Group deems appropriate. All decisions made by the Basil Automotive Group are final. The Basil Automotive Group may waive any of these rules in its sole discretion
- f. The Basil Family Dealerships reserves the right to make changes in the rules of the contest, including the substitution of a prize or equivalent value, which will become effective upon announcement. *“If due to circumstances beyond the control of the Basil Family Dealerships, any competition or prize-related event is delayed, rescheduled, postponed or cancelled, the Basil Family Dealerships reserves the right, but not the obligation, to cancel or modify the contest and shall not be required to award a substitute prize.”*
- g. Failure to comply with the contest rules may result in a contestant's disqualification solely at the discretion of the Basil Family Dealerships.
- h. The Basil Family Dealerships is not responsible for typographical or other errors in the printing, the offering or the administration of the contest, or in the announcement of a prize.
- i. Copies of the written contest rules and a list of winners (when complete) are available during regular business hours at the BMG offices at 1540 Walden Ave, Cheektowaga, NY 14225.
- j. Decisions. By participating in the Contest, participants agree to be bound by the decisions of Basil Automotive Group personnel. The Basil Automotive Group reserves the right to disqualify any participant or winner and may refuse to award any prize to a person who is ineligible or who the Basil Automotive Group believes has violated any rule, gained unfair advantage in participating in the Contest, or obtained winner status using fraudulent means. The Basil Automotive Group will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Contest and the Basil Automotive Group's decisions concerning such disputes shall be final. If the conduct or outcome of the Contest is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference or any event beyond the control of the Basil Automotive Group, the Basil Automotive Group reserves the right to terminate this Contest, or make such other decisions regarding the outcome as the Basil Automotive Group deems appropriate. All decisions

12 Days of Basil Official Rules 2018

made by the Basil Automotive Group are final. The Basil Automotive Group may waive any of these rules in its sole discretion.

- k. Miscellaneous. The winner must submit proof of eligibility and sign the companies release form to claim the prize. No purchase is necessary to participate or win. Purchase does not increase chance of winning. Void where prohibited. Odds of winner depend of number of participants. The Basil Automotive Group may substitute prizes, amend the rules or discontinue the Contest at any time. The Basil Automotive Group disclaims any responsibility to notify participants of any aspect related to the conduct of the Contest.
- l. Compliance with law. The applicable laws of the United States of America govern the conduct of the Contest, which take precedence over any rule to the contrary herein. Basil Automotive Group will follow the applicable laws for conducting contests, including notice to the State Attorney General or consumer affairs office, posting a prize bond, furnishing lists of winners, running specific on-air disclaimers, providing specific written information about the Contest, etc. as required by local or state law.

6. INTERNET SWEEPSTAKES PRIVACY POLICY

- a. By use of this website and by entering the Contest, you agree to the Basil Family Dealerships website Terms of Use Agreement and to the use of your personal information as described in the Privacy Policy located at basilcars.com.