Gift Giveaway

RULES AND REGULATIONS

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER. VOID WHERE PROHIBITED.

OPEN ONLY TO LEGAL RESIDENTS IN CALIFORNIA, AND OREGON

18 YEARS OF AGE OR OLDER.

1. PARTICIPATION: By completing the entry form to enter the Gift Giveaway promotion (the "Promotion") and providing your valid contact information for the Promotion you are officially entered into this Promotion and you agree to be bound by the following rules (the "Official Rules"), which constitute a binding agreement between you, on one hand, and Wave Broadband on the other hand (the "Sponsor"). These Official Rules apply only to this Promotion and not to any other sweepstakes or contests sponsored by Sponsor or any of their respective affiliates.

2. ELIGIBILITY: The Promotion is open only to legal residents of the states of California, or Oregon, located in Wave's California or Oregon service areas (see service area locations here https://residential.wavebroadband.com/city/), who are 18 years of age or older as of date referenced below as the start date for the Promotion ("Entrants"). Proof of residency and age may be required. Employees of Sponsor and their immediate families (spouses, parents, children, siblings, and their respective spouses), including household members of Sponsor's employees are not eligible to enter. By entering the Promotion, each Entrant agrees to release and hold harmless Sponsor from any injury, loss, death, damage, action, claim, demand or other liability that may occur from Entrant's participation in the Promotion or from the acceptance, use or misuse of any prize awarded, or attendance at any event. Wave reserves the right to verify eligibility qualifications of any Winner (as defined in Section 5 hereof). U.S. law governs the Promotion.

3. HOW TO ENTER: Promotion entries must be made by completing the entry form accessible via www.gowave.com/TVMadness. Entrants are required to provide valid, up-to-date contact information.

   EACH QUALIFIED SUBMISSION MUST:

   - Be received within any Round timeframe (see below)
     AND CONTAIN:
   - Legal first and last name
   - Residence/Mailing address (P.O. Boxes are not permitted) Phone number
   - Valid email address

   Sponsor will accept entry to the Promotion (one entry per household, per Round), during the following timeframes (each a "Round"):

- Round 1: March 1, 2021, 9:00 a.m. PDT through March 8, 2021, 8:59 a.m. PDT.
- Round 2: March 8, 2021, 9:00 a.m. PDT through March 15, 2021, 8:59 a.m. PDT
- Round 3: March 15, 2021, 9:00 a.m. PDT through March 22, 2021, 8:59 a.m. PDT
- Round 4: March 22, 2021, 9:00 a.m. PDT through March 29, 2021, 8:59 a.m. PDT
- Round 5: March 29, 2021, 9:00 a.m. PDT though April 5, 2021, 8:59 a.m. PDT.

By entering the Promotion, all qualified submissions become eligible to win the PRIZE (as defined in Section 6 hereof). PRIZE Winner ("Winner") will be randomly selected at Sponsor's sole discretion among qualified submissions. Winner will be announced approximately two week(s) after the last day for submission. Winner will be contacted by a representative of Sponsor at the direction of Sponsor, at the phone number and/or email address submitted on entry form. Odds of winning will depend on the total number of entries received.

All entries submitted as part of the Promotion shall become the property of Sponsor. The submission shall constitute an assignment of the copyright and all other rights to the entry. Sponsor assumes no responsibility for any computer, telephone, cable, network, satellite, electronic or Internet hardware or software malfunctions, failures, connections, availability, or garbled or jumbled transmissions, or service provider/Internet/website/use net accessibility or availability, traffic congestion, or unauthorized human intervention. Sponsor reserves the right to modify, suspend, or terminate the Promotion in whole or in part by giving such notice, in any form and manner deemed appropriate by Sponsor. Should the Promotion be modified, suspended, or terminated in the sole discretion of Sponsor, the prizes will be awarded from eligible entries previously received and in accordance with these Official Rules.

4. CONDITIONS OF ENTRY: A qualified entry must be received via www.gowave.com/TVMadness. Incomplete entries may be declared void. By entering, Entrants agree to comply with these Official Rules, including all eligibility requirements. To enter, an Entrant's computer must accept cookies, or any successor or similar technology (now known or hereafter devised or discovered), which may be used by Sponsor for the purposes of entry tracking and as set forth in Sponsor's online privacy policy, which can be found at https://residential.wavebroadband.com/privacy-policy/. Sponsor is not responsible or liable for lost, stolen, mutilated, incomplete, incorrect, delayed, late, interrupted, illegible or misdirected entries. All entries become the property of Sponsor. One entry per household, per Round, will be eligible to participate in the Promotion.

5. DETERMINATION OF THE WINNER: Winner will be randomly selected at Sponsor's sole discretion among qualified submissions. Sponsor may contact Winner by telephone and/or email to verify prize fulfillment details. All decisions of Sponsor are final.

6. PRIZE: There will be one (1) grand prize ("PRIZE") awarded to the Winner, who shall receive:

    - One (1) 55" Smart TV with a value of Three Hundred Sixty Nine and no/100 Dollars ($369.00)
    - One (1) cooler gift basket ($70.00)

The estimated retail value ("ERV") of the GRAND PRIZE is $439.00. Actual Retail Value ("ARV") of GRAND PRIZE may vary. Any difference between ERV and ARV will not be awarded. GRAND PRIZE will be awarded "as is" with no warranty or guarantee, either express or implied by Sponsor.

PRIZE has no cash redemption value. For prizes with an ARV of $600 or greater, Winner may be required to complete form W-9 and/or 1099 for tax reporting purposes. Any federal, state and local taxes assessed on the value of the PRIZE are the sole responsibility of Winner. No substitution or transfer of PRIZE is permitted, except at the sole discretion of Wave. If any portion of PRIZE is unavailable, Wave reserves the right to substitute that portion of PRIZE with a prize of equal or greater value. Wave will use commercially reasonable efforts to deliver all prizes.

7. GENERAL CONDITIONS: Winner will be required to sign and return any applicable documents sent by Wave related to the Promotion, which may include but are not limited to a letter of prize acceptance, waiver of liability, tax documents, and an affidavit of eligibility within three (3) days of notification. Failure to return such documents as specified or if prize notification is returned as undeliverable will result in the entry being disqualified, and an alternate Winner being selected from eligible entries previously received. Where permitted by law, Winner agrees to grant to Wave and Wave's licensees, affiliates, designees and assigns, the right to print, publish, broadcast and use, worldwide, in any media now known or hereafter developed, including but not limited to the world wide web, at any time or times, Winner's name, portrait, picture, voice, likeness and biographical information as news or information and for advertising and promotional purposes without additional consideration, notification or permission; 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 by Wave. Failure to make such appearances or grant such rights may result in disqualification with an alternate Winner or potential Winner selected from eligible entries previously received and in accordance with these Official Rules; and while not obligated to do so, Wave may in its sole discretion, bear such reasonable costs and expenses which Wave, in its sole discretion, deems appropriate for Winner or potential Winner to appear for a presentation or other activity. By participating in the Promotion, Entrants agree to release and hold harmless the Sponsor, and their respective parent, subsidiaries, licensees, affiliates, advertising and promotion agencies, and their respective directors, officers, employees, representatives, and agents from any and all liability for any injuries, loss, or damage of any kind to person, including death, and property arising whole or in part, directly or indirectly, from acceptance, possession, use or misuse of PRIZE (or any portion thereof), participation in any Promotion-related activity, or participation in the Promotion.

8. IN NO EVENT WILL SPONSOR AND THEIR PARENT, SUBSIDIARIES, LICENSEES, AND/OR AFFILIATES AND RELATED COMPANIES, THEIR SPONSORS, ADVERTISING OR PROMOTION AGENCIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPERESENTATIVES, AND AGENTS, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ACCESS TO AND USE OF ANY INTERNET WEBSITE, INCLUDING BUT NOT LIMITED TO THE PROMOTION, OR THE

DOWNLOADING FROM AND/OR PRINTING OF MATERIAL DOWNLOADED FROM SUCH WEBSITE. WITHOUT LIMITING THE FOREGOING, ALL CONTENT ON SUCH WEBSITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS, OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO ALL ENTRANTS. ENTRANTS ARE ADVISED TO CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

Wave reserves the right, at Wave's sole discretion, to disqualify any individual Wave determines (i) to have tampered with the entry process or the operation of the Promotion or web site; (ii) to be in violation of the Terms of Service of Wave's web site; (iii) to have violated the Official Rules; or (iv) to have acted in an un-sportsmanlike, unprofessional, or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any use of robotic, automatic, macro, programmed, or like entry methods will void all such entries by such methods. In the event of a dispute as to entries submitted by multiple users having the same email account, the primary account holder of the email account used to enter the Promotion at the actual time of the entry will be deemed to be the participant and must comply with these Official Rules. Authorized account subscriber is deemed to be the natural person who is assigned an email address by an Internet access provider, online service provider or other organization, which is responsible for assigning email addresses, or the domain associated with the submitted email address.

9. COLLECTION OF INFORMATION: Wave will not sell, rent or otherwise transfer this information to any third party, nor will Wave use this information for marketing purposes, except as expressly stated herein. As stated above, the Promotion is not open to anyone under the age of eighteen (18). In the event that an Entrant is under the age of eighteen (18) and submits an entry to Wave, Wave will delete, erase or destroy any and all personally identifiable information that is obtained from the entries following the conclusion of the Promotion.

10. WINNER'S LIST: Promotion results and/or a copy of these Official Rules may be obtained by sending a self-addressed, stamped envelope to: 1101 Creekside Ridge Dr., Roseville, CA 95678, Attn: Shalanne Colombo.

11. SPONSOR: Wave Broadband, 1101 Creekside Ridge Drive, Suite 270, Roseville, CA 95678