

**"View from the Bay Cares & Starwood Hawaii's Celebration of Aloha Contest"**  
**Official Rules**

**I. NAME OF SPONSORS**

ABC7 KGO-TV, ABC Holding Company, Inc. and Starwood Hotels & Resorts Hawaii, Inc., hereinafter collectively referred to as "Sponsor."

**II. ELIGIBILITY**

Open only to legal residents of California, 18 years of age or older and must be in the ABC7 KGO-TV viewing area as defined by the A.C. Nielson Company (Alameda, Contra Costa, Lake, Marin, Mendocino, Monterey, Napa, San Francisco, San Mateo, Santa Clara, Solano & Sonoma counties).

Any individuals (including but not limited to employees, consultants, independent contractors, and interns) who have, within the past six months, performed services for Starwood Hotels & Resorts Hawaii, Inc., ABC7 KGO-TV San Francisco, and their respective parent, subsidiary, and affiliated companies and entities, their advertising/promotional agencies or vendors and the immediate family/ members of the same household of anyone so employed are ineligible., any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the contest or supplying the prize, and/or their respective parent, subsidiary, affiliated and successor companies, and immediate family and household members of such individuals, are not eligible to enter or play. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses. "Household members" shall mean people who share the same residence at least three months a year.

**III. HOW AND WHEN TO ENTER**

**NO PURCHASE NECESSARY.**

Go to <http://www.contests.abc7news.com> and complete an Official Entry Form. Entry must include a short essay (300 words or less) on your nomination of a person making a difference in your community (family, friend, neighbor, coworker, community group leader, charity worker, school teacher, etc.) and why you think they are so inspiring and deserve to win a great escape to any Starwood Hotel in Hawaii. You must include your first and last name and e-mail address, as well as the nominee's full name, address, telephone number and/or email address.

Contest begins on June 15, 2009 and ends on August 9, 2009. Nomination entries must be electronically submitted and received by 11:59 pm Pacific Standard Time (PST) June 28, 2009.

Sponsor not responsible for failed, partial or garbled computer transmissions, or for technical failures of any kind, including but not limited to electronic malfunction or damage of any network, hardware or software. Entry materials that have been tampered with or altered are void. If the judges determine, in their sole discretion, that there is any suspected or actual electronic tampering with the Contest or if technical difficulties compromise the integrity of the Contest, the judges reserve the right to void the entries at issue and/or terminate the Contest and conduct a random drawing to

award the prize among all eligible entries received as of the termination date. If the Contest is terminated due to tampering or technical difficulties prior to its expiration date, notice will be posted at [www.abc7news.com](http://www.abc7news.com). If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or other causes that corrupt or affect the administration, security, fairness, integrity or proper conduct of the contest, Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the contest. Sponsor reserves the right to disqualify any entrant that tampers with the operation of the Contest or website or violates the Official Rules of the Contest. No responsibility is assumed for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries; or any problems or technical malfunctions of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or electronic entry to be received on account of technical problems or traffic congestion on the Internet or at any Web-site, or any combination thereof, including any injury or damage to entrant's or any other person's computer related to or resulting from participation in or downloading any materials from this contest. In the event of a dispute over an electronic entry, prize will be awarded to the owner of the e-mail account, not the name on the entry form.

By use of this website and by entering the Contest, you agree to the Station's Web Site Terms of Use Agreement and to the use of your personal information as described in the Privacy Policy located at: [www.abc7news.com](http://www.abc7news.com).

Contest participants may also submit their nominations by mail to be entered. Entry must include a short essay (300 words or less) on your nomination of a person making a difference in your community (family, friend, neighbor, coworker, community group leader, charity worker, school teacher, etc.) and why you think they are so inspiring and deserve to win an Endless Escape. You must include your first and last name and e-mail address, as well as the nominee's full name, address, telephone number and/or email address. Print and mail the completed entry inside a postage prepaid business size (#10) envelope. Entries must be sent to "VFTB Cares Nomination", ABC7, 900 Front St., San Francisco, CA 94111. You may enter more than once, but each entry must be postmarked individually and no mechanically produced entries will be allowed.

Contest begins on June 15, 2009 and ends on August 9, 2009. Nomination entries must be electronically submitted and received by 11:59 pm Pacific Standard Time (PST) June 28, 2009.

Sponsor not responsible for mail that is lost, stolen, late, illegible, incomplete, damaged, mutilated, misdirected, altered, tampered with, or postage-due.

Entries remain the property of Sponsor and will not be returned or acknowledged.

Participants must provide a valid e-mail and/or mailing address. It is the sole responsibility of the entrant to notify the Contest Sponsor in writing if the entrant changes his/her e-mail and or mailing address. (To do so write to: "VFTB Cares Nomination - Address Change", 900 Front St., San Francisco, CA 94111) In case of dispute as to identity of a winner who entered online, winner will be deemed to be the person who is the registered user of the e-mail address submitted in the winning entry.

#### **IV. HOW AND WHEN WINNERS WILL BE SELECTED AND NOTIFIED**

Participants agree to be bound by these rules and the decision of the administrators, whose decisions are final. Potential finalists/winners will be notified by phone, e-mail or mail on or before June 29, 2009. If a potential finalist/winner cannot be contacted within one (1) day after the first attempt to contact such potential finalist/winner, potential finalist/winner will forfeit prize and an alternate finalist/winner may be selected from all entries received.

Finalist/winner may waive his/her right to receive prize. Prize is non-transferable and non-assignable and may not be exchanged for cash. No substitution of the prize is allowed, except that prize and individual components of prize package are subject to availability and the Sponsors reserve the right to substitute prizes of equal or greater value. Federal, state and local taxes are the sole responsibility of the winner, who will receive an IRS Form 1099 reflecting the final actual value of any prize valued at \$600 or more.

Driver's license or other appropriate picture identification may be required to claim the prize. Winner will be required to complete an affidavit of eligibility, and a liability and publicity release (except where prohibited by law) which must be returned within two (2) days of the postmark. Failure to sign and return affidavit or release within two (2) days, or to comply with any term or condition of these Official Rules, will result in a winner's disqualification, the forfeiture of his/her interest in the prize, and the award of prize to an alternate winner.

Four finalists will be selected on or about June 29, 2009 from all valid internet entries and mail-in entries received.

A grand prize winner and three (3) runners-up will be selected on or about August 10, 2009 from the four finalists.

Finalists and winners will be notified by phone and/or email. Response to finalist notification must be received by Sponsor within 2 business days or the prize will be forfeited and may be awarded to an alternate winner, time permitting.

By participating, entrants agree to the Official Rules and the decisions of the Sponsor, which shall be final and binding in all respects.

Decisions of contest sponsors with respect to the contest are final.

Odds of winning depend on number of valid entries received.

In the event winner is deemed ineligible, fails to comply with contest procedures, or is not available to claim prize during specified dates, then the prize will be forfeited and will not be awarded.

**Judging will occur in two stages. Judging for each stage of competition will be done by representatives of KGO-TV and/or Starwood Hotels & Resorts Hawaii. At the first stage, the judge(s) will award points to the entrant based on criteria as follows:**

**Judges Evaluation (30 potential points)**

Judges will award points based upon criteria such as 1) investment in the community 2) championship of a cause; 3) amount of time volunteered. Each category is worth a maximum of 10 points, with a total of 30 potential points overall.

**Determining Finalists:**

All entry nominations submitted to Sponsor for the 'View from the Bay Inspiring Contest' by the entry deadline (**June 28 at 11:59pm**) will be reviewed by representatives of KGO-TV and/or Starwood Hotels & Resorts Hawaii. KGO-TV reserves the right to disqualify any entry in its sole discretion.

At that time, all videos will be evaluated by a judge or judges from KGO-TV and/or Starwood Hotels & Resorts Hawaii on the criteria outlined above. The four (4) entries with the most points will become finalists and all other entries will be eliminated from competition. In the event more than one nomination ties for the 4th position, both nominations will go on to final competition. Finalists will be notified by Sponsor no later than **June 30, 2009**.

Each finalist will be profiled for a segment on the View from the Bay to air one per week on a Friday, each week in the month of July 2009. Each finalist's segment video will be archived online at [viewfromthebay.com](http://viewfromthebay.com) after it airs.

**Determining the Grand Prize Winner:**

Beginning on or about **July 27**, and concluding at **11:59pm on August 9, 2009**, all finalist segment videos will be made available online to be voted on by the public. Public will be encouraged to vote for the finalist whose story they found to be most inspiring.

On **August 10, 2009**, following conclusion of online voting, the entry with the most online votes will be deemed the Grand Prize Winner. In the event more than one video ties for the 1st place, the entry that received the most points during the judges evaluation in round one will be deemed the Grand Prize Winner. The grand prize winner will be notified by Sponsor by telephone, e-mail or first class mail on or about **August 12, 2009**.

1. Conditions:

- a. Payment of all federal, state and local taxes is the sole responsibility of the winner and winners may receive an IRS Form 1099 or equivalent from Station.
- b. By participating in the contest, the finalists and winner (or, in the case of a minor, their parent/legal guardian) agree to have their name, voice, or likeness used in any advertising or broadcasting material relating to this contest, and to sign a publicity release, affidavit of eligibility and release of liability prior to acceptance of the prize. If a prizewinner is a minor, prize may be awarded to the minor's parent or legal guardian and that winner's travel companion must be his/her parent or legal guardian. Unless a member of winner's immediate family, travel companion must be 18 years of age or older. Travel companion must travel with winner and must also sign and return a travel release, which must be returned with winner's affidavit of eligibility. By accepting the prize, each winner grants to Station the right to use the winner's name, voice, picture and/or likeness for purposes of advertising and publicity in any and all media now known or hereafter invented, without further permission or additional compensation (except where prohibited by law). All expenses on receipt and use of prize are the sole responsibility of winner. Winner and travel companion, by acceptance of their prizes, agree to release **KGO-TV**, ABC Corporation, their respective parents and subsidiaries, and their respective advertising, promotion and production agencies from any and all liability, claims or actions of any kind whatsoever for injuries, damages or losses to persons and property which may be sustained in connection

with the receipt, ownership or use of the prize or while preparing for, participating in, and/or traveling to any prize-related activity.

- c. Finalists and winners must be available for interview and filming of interview during the period of June 29 – July 24.
  2. Contest sponsors reserve the right to make changes in the rules of the contest which will become effective upon announcement.
  3. No purchase necessary. The contest is void where prohibited by law.
- Failure to comply with the contest rules may result in a contestant's disqualification.

## **V. PRIZE**

**Runner-up prizes:** There will be a total of three (3) runner-up prizes each consisting of a 5-night stay at a specified Starwood property in Hawaii. Properties will be:

5 nights at Westin Maui  
5 nights at Moana Surfrider  
5 nights at Sheraton Waikiki

Specific property assigned to winner will be solely at the sponsors discretion.

**ARV of Runner-up prize: \$1,500.00 US**

**Grand Prize:** One Grand prize consisting of 500,000 (five hundred thousand) Starpoints® to redeem in any way you wish. Points will be credited to the winner's Starwood Preferred Guest account. Membership in the SPG program is required to redeem Starpoints. Join for free at SPG.com. Use of Starpoints is subject to the terms and conditions of the SPG program which are subject to change without notice and can be found at SPG.com. Starpoints will remain active as long as the account is kept active in accordance with the terms and conditions of the SPG Program.

Starpoints issued will not be refundable or redeemable for cash or credit at any time, nor will starpoints be replaced if lost or stolen. Starpoints may not be sold to a third party. No substitutions are allowed. Some restrictions may apply.

**ARV of Grand prize: \$17,500.00 US**

All expenses not specifically provided for herein are the winner's sole responsibility.

Federal, state and local taxes, if any, are the sole responsibility of the winner, who will receive an IRS Form 1099 reflecting the final actual value of any prize valued at \$600 or more.

Winners are not entitled to exchange or transfer prizes or to obtain cash or other substitutes, but Sponsor in its sole discretion may substitute prizes of equal or greater value.

No cash equivalent and all prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use.

If won by a minor, prize will be awarded in parent's or guardian's name.

## **VI. RELEASES**

By participating, entrants agree to be bound by these official rules and the decisions of the judges/sponsors, which are final as to all contest-related matters.

By participating in this contest and accepting any prize that they may win, entrants agree to release Starwood Hotels & Resorts Hawaii, Inc., ABC7 KGO-TV San Francisco, their parent, subsidiary, affiliated and successor companies, advertising and promotion agencies and prize suppliers, and each of their respective officers, directors, agents, representatives and employees, as well as each of their respective successors, representatives and assigns (collectively, the "Released Parties") from any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from participation in this contest and/or acceptance or use of the prize.

Entrants authorize the Released Parties to use their name, voice, likeness, biographical data, city and state of residence and entry materials in programming or promotional material, worldwide in perpetuity, or on a winner's list, if applicable, without further compensation unless prohibited by law. Sponsor is not obligated to use any of the above mentioned information or materials, but may do so and may edit such information or materials, at Sponsor's sole discretion, without further obligation or compensation.

By submitting entry materials, entrants certify that such materials are original and created by entrant, that entrants have the necessary rights, permission and authority to submit such materials, and, if applicable, that entrants maintain a valid copyright in the materials. Entrants acknowledge that such materials may be included and/or discussed in a broadcast, that such discussion may include statements or opinions by the broadcast talent or others about the entrants, the entrants' appearances and/or the materials, and that those statements and opinions may be considered surprising, humiliating, embarrassing, derogatory, defamatory or otherwise offensive or injurious to them, Sponsor's employees, its studio or at-home audience and/or other third parties. Entrants release the Released Parties from any actions, claims, injury, loss or damage allegedly caused, directly or indirectly, by any such statements or opinions made during a broadcast.

To claim prize, (a) winner must provide proof of age, identity and residency, and (b) winner must sign and return affidavit of eligibility/compliance with rules, publicity/liability release and indemnification, all within the time period specified by Sponsor.

## **VII. MISCELLANEOUS; WINNERS' LIST**

Void where prohibited. All federal, state and local laws and regulations apply.

Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process and to cancel, terminate, modify and/or suspend the contest in the event of tampering or other circumstances, including but not limited to acts of God or civil disturbance that render it impractical or impossible to complete or fulfill the contest as originally planned.

For the names of the prizewinners, send a self-addressed, stamped envelope to "VFTB Cares Nomination" Winners, 900 Front St., San Francisco, CA 94111 by September 30, 2009.

**Additional Promotional Terms and Conditions Starwood would like to include:**

Except where prohibited, participation in the Starwood Hawaii's Celebration of Aloha Promotion constitutes winner's consent to the Sponsor's use of winner's name, voice, likeness and country of residence for the purpose of advertising, trade or promotion, in any media throughout the world, without further payment or consideration.

**BY SUBMITTING A STORY YOU AGREE TO THE FOLLOWING TERMS & CONDITIONS::**

- You grant Starwood Hotels & Resorts Worldwide, Inc., its affiliates, properties within the Starwood system and third party service providers (collectively, "Starwood") the right, but not the obligation, to edit, remove, modify, publish, license, print, transmit, display or otherwise use the story ("Story"), and all accompanying personally identifiable information you have submitted, via all forms of media now known or hereafter devised (including on [www.starwoodpro.com](http://www.starwoodpro.com)), worldwide, in perpetuity, without notice to you and without compensation..
- You represent and warrant that the story was created by you and that the story is wholly original, true, and accurate, and does not infringe upon or otherwise violate any right of any third party. You further represent and warrant that you have all rights necessary to submit the story, including all necessary authorizations and permissions from any persons included in the Story.
- You agree that the Story you have submitted will not include (i) unlawful, threatening, libelous, defamatory, obscene, pornographic or other material that would violate the law; (ii) advertising for third party products or services; or (iii) copyrighted or trademarked material belonging to a third party.
- You authorize Starwood to collect, process, use and display the Story, and any other information provided by you during the submission process (including any personally identifiable information) for any lawful, business related purpose, to store the story and other information at and transmit it to various locations, either directly or through its third party vendors, throughout the world, whether within Your country of residence, the United States, or elsewhere; and to contact you regarding the story and other information you provide.
- YOU AGREE THAT STARWOOD SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY USE OF THE STORY OR THE OTHER INFORMATION YOU SUBMITTED.
- You agree to indemnify and hold Starwood and its subsidiaries, affiliates, officers, directors, agents and employees harmless from any claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of your breach of these terms and conditions or your violation of any law or the rights of a third party. Starwood's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches.
- Any disputes arising out of or related to the Story or these terms and conditions shall be handled individually without any class action, and shall be governed by, construed and enforced in accordance with the laws of the State of New York.

**PRIVACY:** By participating in the promotion, you hereby authorize Sponsor the right to collect, use, process, transfer and store all data provided by you, including without limitation, personal data, to the United States, or any location(s) throughout the world that the Sponsor deems necessary, whether within your country of residence or elsewhere, and with such party(ies) as Sponsor deems appropriate, for purposes of administration of the promotion. All information submitted to the Sponsor as part of this contest will be treated in accordance with the Sponsor privacy policy, available at [www.Starwood.com](http://www.Starwood.com). Personal information will be used to: (a) contact potential winners; and (b) if an entrant selects to receive additional information from the Sponsor on the entry form, to send additional information to that entrant. Entrants have the right to access, withdraw, and correct their personal data. Directions on procedure for administrative access to personal data are provided in the privacy policy.

**GENERAL CONDITIONS:** In the event that the operation, security, or administration of the promotion is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, or any condition caused by events beyond the reasonable control of the Sponsor that may cause the promotion to be disrupted or corrupted, the Sponsor may, in its sole discretion, either: (a) suspend the promotion to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; or (b) award the prize at random from among the eligible 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, the operation of the promotion, to be acting in violation of these Official Rules, or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the promotion may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**RELEASE AND LIMITATIONS OF LIABILITY:** By participating in the promotion, entrants agree to release and hold harmless Starwood Hotels & Resorts Worldwide, Inc. its officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the promotion, or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the promotion; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the promotion or the processing of entries; or (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the promotion or acceptance, receipt use or misuse of any prize. 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 promotion, and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, incidental, consequential, direct, or indirect damages. Sponsor is not responsible if any prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism.

**DISPUTES:** Except where prohibited, entrant agrees that any and all disputes, claims, and causes of action arising out of, or connected with, the promotion or any prize

awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of New York. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Released Parties in connection with the promotion, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.