

## #KIDS CHOICE AWARDS 2017 NICKELODEON UNIVERSE SWEEPSTAKES OFFICIAL RULES

**NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. Eligibility:** Only legal residents of the 50 United States and the District of Columbia who are 13 years of age or older at the time of entry are eligible to enter the #KCA Sweepstakes ("Sweepstakes"). Entrants who are under 18 years of age at time of entry must have the permission of a parent or legal guardian ("Parent/Guardian") to participate in the Sweepstakes. **Void where prohibited** and subject to all applicable laws and regulations. Sponsor(s) (as defined below), Viacom Media Networks, a division of Viacom International Inc. ("VMN") and their respective parents, subsidiaries, Sponsor(s) parent, subsidiary and affiliate entities and their respective officers, directors, agents, and employees, as well as the immediate family (spouse, parents, siblings and children) and household members (whether or not related) of each such Sponsor, Facebook, Instagram, Twitter and each of their respective parents, affiliates, subsidiaries and advertising and promotion agencies are not eligible to enter or win. Entrants must fulfill all requirements set forth in the Official Rules and abide by all decisions of the Sponsor(s) and/or Administrator in order to be eligible for a prize.

### **2. How to Enter:**

To enter, you must have a non-private Instagram account to participate in and enter this Sweepstakes. If you do not have an Instagram account you may download the free application on your mobile device. Please note that you must agree to comply with the Instagram Terms of Service (<https://instagram.com/about/legal/terms/>) and Privacy Policy (<https://instagram.com/about/legal/privacy/>) in order to create your Instagram account. If your Instagram account is private, your Sweepstakes submission will not be eligible. Once you have such an account, you must become a follower of @nickuniverse. It is free to follow @nickuniverse on Instagram. If you have an Instagram account and are not already a follower of the @nickuniverse account, then you may log onto the Instagram app on your mobile device using your Instagram user name and password, and then may become a follower of @nickuniverse and clicking the "Follow" button. You must follow @nickuniverse throughout the Sweepstakes Period and for at least fifteen (15) days thereafter (for potential notification purposes) to participate in the Sweepstakes and be eligible to win. You may unfollow @nickuniverse after the fifteen (15) day notification period.

Eligible individuals may enter the Sweepstakes by visiting [www.nickelodeonuniverse.com/kca-2017](http://www.nickelodeonuniverse.com/kca-2017) and following entry instructions. The entrant can enter the Sweepstakes by posting a photo to Instagram at the Slime Chair located at the East entrance of Nickelodeon Universe, tagging Nickelodeon Universe @nickuniverse and including the hashtag #KCA Sweepstakes in accordance with these instructions, you represent that you have complied with the submission guidelines and content restrictions specified here. Entries are limited to one per person/Instagram account per day. The post may not contain: 1) information that is deemed to be obscene or lewd; 2) material that violates or infringes another's rights, including privacy, publicity, or intellectual property; 3) material that is hateful or defamatory; or 4) material that is unlawful or in violation of or contrary to the laws or regulations in any state. As of February 6, 2017 guests must already own or have the legal right to the Smartphone in their possession. Submissions containing such prohibited content and/or otherwise deemed by Sponsor, in its sole discretion, to be inappropriate will be disqualified. All entries will be held until the Sweepstakes Period is over and discarded after the winners have been confirmed. All entries will be deemed to have been made by the authorized account holder. Submitting mass entries, multiple entries, or entries generated by a script, macro or use of automated devices is prohibited and may result in disqualification. Instagram entries will receive the same odds of winning as mail-in entries.

All entries must comply with the Instagram Terms of Service and Instagram Rules available at the Instagram web site. If you opt to use Instagram via your wireless mobile device, standard text messaging and/or data rates may apply for each message sent or received from your handset according to the terms and conditions of your service agreement with your wireless carrier. The Sponsor(s) is not responsible for charges you may incur as a result of wireless phone transmissions. Entrants acknowledge that Instagram posting is distributed and delivered through third-party providers. Sponsor(s) do not guarantee, and shall not be

responsible for, the delivery or timeliness of any Instagram entry. Sponsor(s) will at all times consider the time that post is logged as received in its system as being the time of a Instagram entry, regardless of the time at which the entrant attempted to send the entry and regardless of any technical problems or other complications that may have delayed its delivery. By submitting your entry in accordance with the Official Rules, you represent that you have complied with the submission guidelines and content restrictions. All entries will be deemed to have been made by the authorized account holder for the submitted telephone number, email address, and/or Instagram account. Submitting mass entries or entries generated by a script, macro or use of automated devices is prohibited and may result in disqualification of entrant.

**Entry Period:** The Sweepstakes Period begins on February 17, 2017 at 5:00pm Central Time ("CT") and ends on February 27, 2017 at 10:00 p.m. Central Time ("CT") (the "Entry Submission Deadline"). Entries received after the Entry Submission Deadline or outside the Sweepstakes Period are void. **All entries must be received by Sponsor(s) on or before Entry Submission Deadline** as determined by Sponsor'(s) clock. This Sweepstakes is in no way sponsored, endorsed, administered by, or associated with Facebook, Instagram, or Twitter. By entering, you understand that you are providing your information to Sponsor(s) and not Facebook, Instagram, or Twitter.

**Odds of Winning** Odds of winning depend on the total combined number of eligible entries received. The potential winner will be chosen at random on or about February 27, 2017 using randomization methods. Individuals (and their immediate families) will not be eligible to enter or win if they have won a Kids Choice Awards Prize from Mall of America or Nickelodeon Universe in the past five (5) years.

**3. Winner Notification/Requirements:** One (1) potential Prize winner will be notified via Instagram on February 27, 2017, the day after the Sweepstakes Period. Nickelodeon® Kids' Choice Awards will be held on March 11, 2017. The potential Prize winner may be required to sign and return to Sponsor(s) within twenty four hours (24) an Affidavit of Eligibility, General Release & Waiver, and Publicity Release in the form or forms provided by Sponsor(s) (where and to the extent legally permissible). A Prize must be claimed within forty-eight (48) hours of the initial Prize notification to the potential winner, or the Prize will be forfeited. If a potential Prize winner cannot be contacted, or fails to sign and return the applicable Affidavit of Eligibility, General Release & Waiver, and/or Publicity Release within the required time period noted above, the potential Prize winner will be disqualified and forfeits the Prize. If not disqualified, the potential Prize winner must continue to comply with all terms and conditions of these Official Rules, and winning and awarding of the Prize is contingent upon fulfilling all requirements. Failure to comply with these requirements, return of Prize notification or Prize as undeliverable, or disqualification of any potential winner for any reason may result in forfeiture of Prize, and the Sponsor(s) will select an alternate winner. If, after selection of three (3) consecutive alternate potential winners, no alternate winner qualifies to receive the Prize, then the Prize will remain un-awarded.

If any potential Prize winner is a minor in his/her state of residence, as a condition to receipt of a Prize, the minor's Parent/Guardian must sign and timely submit the required Affidavit of Eligibility, General Release & Waiver and, where permitted by law, Publicity Release on behalf of the minor, and the Parent/Guardian shall also sign the General Release & Waiver and be personally legally bound by such General Release & Waiver. In Sponsor'(s) sole discretion, the Prize may be awarded to the minor's Parent/Guardian rather than the minor, which Parent/Guardian shall then sign all required documents and assume all the responsibilities of the Prize winner.

**4. Prize(s) and Donor(s):** Grand Prize (1): One grand prize winner will receive a two (2) day/one (1) night trip for the Grand Prize Winner and up to three (3) guests (each, a "Guest") (if Winner is a minor then one Guest must be a Parent or Guardian of Winner) to the Nickelodeon® Kids' Choice Awards 2017, Los Angeles, CA consisting of the following elements: (i) round-trip coach airfare for four (4) persons (up to \$700.00 value per ticket) from the airport nearest the Grand Prize Winner's residence to Los Angeles, CA between a Sponsor-selected major metropolitan airport near winner's residence ("airport of origin") and LAX Airport in Los Angeles, CA; (ii) hotel accommodations for one (1) night (one standard room, quad occupancy, including room tax); and (iii) four (4) tickets to the Kids' Choice Awards 2017 event (the "Event") ("Grand Prize"). Total Approximate Retail Value ("ARV") of Grand Prize: \$4,500.00. Travel restrictions, conditions and limitations may apply. First Prize: Five (5) First Prize Winners will be awarded four (4) Nickelodeon Universe All-Day Unlimited Ride Wristbands ("Prize"). Total Approximate Retail Value ("ARV")

of each First Prize: \$143.96. All expenses not specifically mentioned herein are not included and are solely the winner's responsibility, including but not limited to: round trip transportation between the winner's residence and the airport of origin, all ground transportation, beverages, food, gratuities and tips, taxes, insurance, laundry service, merchandise, parking, room service, service charges, souvenirs and telephone calls. Winner and winner's guest must travel on the same itinerary; and must comply with all airport and venue security requirements; or prize will be forfeited in its entirety and may be awarded to an alternate winner, provided sufficient time remains to verify alternate winner and ticket prize. Sponsor(s) reserves the right in its sole discretion to suspend or cancel the prize redemption of any winner or guest due to their noncompliance with any security procedure or inappropriate behavior or misconduct. Airline carrier and hotel regulations and conditions apply. Travel and lodging are subject to change and availability, and certain restrictions apply. Sponsor(s) will not replace any lost, misplaced, destroyed, mutilated, or stolen tickets, travel vouchers or certificates. Winner will not receive difference between actual and approximate retail value. Sponsor(s) make(s) no warranties concerning any component of a Prize that is not provided directly by Sponsor(s). Prize is non-transferable and not redeemable for cash, and no substitution will be made. Sponsor reserves the right to substitute a Prize for one of equal or greater value, including cash, in Sponsor(s) sole discretion, if a Prize should become unavailable for any reason. Winner is solely responsible for reporting and paying any and all applicable federal, state and local taxes, and for any and all other costs, assessments, expenses, and fees associated with Prize award, receipt and use. If a Prize allows the winner to share the Prize with guests, Sponsor(s) may require each of the winner's guests to sign and return a General Release & Waiver and Publicity Release, as a condition for use of any component of the Prize. If a guest is a minor in his/her state of residency, the minor's parent or legal guardian must verify and confirm his/her agreement to the General Release & Waiver and Publicity Release in order to participate in the use of any component of the Prize. Prize elements may not be separated. The Grand Prize Winner and Guests will receive an IRS Form 1099 reflecting the value of the prize.

Tickets to the Event are subject to certain terms and conditions as specified thereon. Seat locations will be determined by VMN. Grand Prize Winner and Guests must comply with all Event venue rules and regulations and must abide as such. Failure to do so may result in forfeiture of the Event tickets as well as Grand Prize Winner and Guests being subject to actions as controlled by the Event venue. In the event Sponsor is unable to provide tickets to the Event no compensation or substitution will be provided in lieu thereof; however, remainder of Grand Prize package will be awarded and Sponsor will have no further obligation to Grand Prize Winner and/or Guests.

**5. Release/Publicity Consent:** As a condition to receipt of a Prize, winner agrees to sign a General Release & Waiver releasing Sponsor(s), VMN and their respective parents, affiliates, subsidiary entities, its merchants, and their respective agents, employees, suppliers, and advertising/promotional and judging agencies (the "Sponsor Group") Facebook, Instagram, Twitter and each of their respective parents, affiliates, subsidiaries, from any and all liability whatsoever for injuries, damages or losses to persons and/or property which may be sustained in connection with the Sweepstakes or the Prize. If a Prize winner is a minor in his/her state of residence, the Prize may be awarded in the name of the parent or legal guardian, in the sole discretion of Sponsor(s), and such Parent/Guardian will be required to fulfill all eligibility and other requirements necessary, as determined by Sponsor(s), to claim the Prize. As a condition to receipt of any Prize, winners (or their Parent/Guardian in the case of minors) may be required to sign affidavits/disclaimers and tax forms, and winners (or Parent/Guardian in the case of minors) are responsible for any and all costs, taxes, assessments, expenses, and fees associated with the Sweepstakes and Prize award, receipt and use. Except where prohibited by law, winners consent and agree to the use of their names, city and state/country, photographs, likeness, submission(s), statements, video, and voices for broadcast, marketing and promotional purposes in all forms of media (including, without limitation, online) by Sponsor(s) and its promotional agencies, Sweepstakes partners, designees, successors and assigns, before, during and after the Sweepstakes, without compensation or right of review, attribution, or notice, in perpetuity. Winner(s) (or their Parent/Guardian in the case of minors) may be required by Sponsor(s) to sign a Publicity Release (where not prohibited by law) regarding such consent as a condition to receipt of a Prize.

**6. Agreement to Official Rules:** By participating in the Sweepstakes, entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor(s) and/or Administrator (including but not limited to decisions regarding eligibility of entries, the selection of entrants and winners,

and the awarding of prizes), which are final and binding in all matters related to the Sweepstakes. Sponsor(s) reserves the right, in its sole discretion, to terminate, modify or suspend the Sweepstakes if, in Sponsor'(s) opinion, there is any suspected or actual evidence of fraud, tampering, unauthorized intervention, technical difficulties or failures, or any other factor beyond Sponsor'(s) reasonable control that may affect the administration, security, fairness or integrity, or proper conduct of the Sweepstakes. Sponsor'(s) failure to enforce any term of these Official Rules shall not constitute a waiver of that term or any other term in these Official Rules. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or unenforceable provision were eliminated from the rules.

**7. General Conditions:** Sponsor(s) reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failure, computer virus, tampering, unauthorized intervention, or any other factor beyond Sponsor'(s) control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor(s) in its sole discretion. In the event there is more than one Sponsor and the Sponsors) are in disagreement over a modification, suspension, or termination of the Sweepstakes, then MOAC Mall Holdings LLC shall have the final decision with respect to any modification, suspension, or termination of the Sweepstakes. Sponsor(s), in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or acting in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and/or civil law, and, should such an attempt be made, Sponsor(s) reserves the right to prosecute and/or seek damages from any such person to the fullest extent permitted by law. Sponsor'(s) failure to enforce any provision of these Official Rules shall not constitute a waiver of that provision. Sponsor(s) is not responsible for incomplete, illegible, misdirected, misprinted, late, or lost entries, submissions or Prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties, or other errors of any kind or nature; or for the incorrect or incomplete capture of information, or the failure to capture any information. No mechanically reproduced, illegible, incomplete, forged, software-generated or otherwise multiple entries will be accepted. If any dispute regarding identity of any winner cannot be resolved to Sponsor'(s) satisfaction, that entrant/potential winner will be disqualified.

**8. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the Federal District Court of Hennepin County, Minnesota; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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.

**9. Governing Law:** The Sweepstakes is governed by the laws of the State of Minnesota, without regard to any choice of law provisions. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor(s) in connection with the Sweepstakes and/or any Prize, shall be governed by, and construed in accordance with, the laws of the State of Minnesota without giving effect to any choice of law or conflict of law rules (whether of the State of Minnesota or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Minnesota.

**10. Entrant's Personal Information:** All personal information collected from entrant is subject to the Sponsor(s) Privacy Policy (as set forth on the website) except to the extent waived by a winner through agreement to a Publicity Release.

**11. Sponsor(s) and Administrator:** The Sweepstakes is sponsored and administered by MOA Entertainment Company LLC, doing business as Nickelodeon Universe, (“Sponsor(s)” and “Administrator”), 60 East Broadway, Bloomington, MN 55425.

**12. Winners List/Official Rules:** For a complete list of winners and/or copies of the Official Sweepstakes Rules, send a self-addressed, stamped envelope to: Mall of America, Attn: Attractions Marketing Department, 60 E. Broadway, Bloomington, MN 55425. All such requests must be received within six (6) weeks after the end of the Sweepstakes. These Official Rules will be posted on the [www.nickelodeonuniverse.com](http://www.nickelodeonuniverse.com) Website during the Sweepstakes Period. All questions regarding the Sweepstakes can be referred to Kelsey Cunningham, Mall of America, Kelsey.cunningham@moa.net.

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