



Smart Home for the Holidays Contest Rules and Regulations

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

1. **Eligibility:** Smart Home for the Holidays Giveaway is open only to those who sign up online, at a Windstream retail store or Windstream event. You must be 18 years of age or older to enter. The Smart Home for the Holiday's Giveaway is open to legal US residents within Windstream's service territory in the following states: AL, FL, GA, KY, IA, MN, MO, MS, NE, NM, KY, NC, OH, OK, PA, SC, and TX. Void where prohibited by law. Employees of Windstream their respective affiliates, subsidiaries, advertising and promotion agencies, suppliers and their immediate family members and/or those living in the same household of each, are not eligible to participate in the Smart Home for the Holidays Giveaway. The Smart Home for the Holidays Giveaway is subject to all applicable federal, state and local laws and regulations. Void where prohibited.

2. **Agreement to Rules:** By participating, you agree to be unconditionally bound by these Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of Windstream as final and binding as it relates to the content. The Smart Home for the Holidays Giveaway is subject to all applicable federal, state and local laws.

3. **Smart Home for the Holidays Giveaway Period:** Entries will be accepted online starting on November 26, 2018 and ending December 21, 2018. All online entries must be received at the end of each day by 11:59 p.m. EST.

4. **How to Enter:** The Smart Home for the Holidays Giveaway must be entered by submitting an entry using the online form provided on the Smart Home for the Holidays Giveaway site. The entry must fulfill all Smart Home for the Holidays Giveaway requirements, as specified, to be eligible to win a prize. Entries that are not complete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Windstream. You may enter once, and you must fill in the information requested. If you use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of Windstream.

5. **Prizes:** A winner will be chosen every day. Prizes, in no particular order, are as follows: Philips Hue White and Color Ambiance Smart A19 Starter Kit, 60W Equivalent, Hub Included, four Bulbs, six-months FREE Windstream internet service (speeds and availability will vary by location) , MyQ Smart Garage Door Opener Chamberlain MYQ-G0301 - Wireless; Wi-Fi Enabled Garage Hub with Smartphone Control, Amazon Echo (1st Generation) - Smart speaker with Alexa, Kwikset Premise Touchscreen Smart Lock, Works with Apple HomeKit via Apple HomePod or Apple TV, in Satin Nickel, Mini Wi-Fi Smart Remote-Control Timer Plug Switch Outlet US Plug Home Devices (5), Nest Learning Thermostat - 3rd Generation - Stainless Steel, Ring - Wi-Fi Smart Video Doorbell. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by Windstream. No

substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by winners is permitted except as detailed in Section 7. The prize is non-transferable. Any and all prize related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the winner. Acceptance of prize constitutes permission for Windstream to use winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

6. Odds: The odds of winning depend on the number of eligible entries received.

7. Winner selection and notification: Winners of the Smart Home for the Holidays Giveaway will be selected in a random drawing under the supervision of Windstream. Winners will be notified via email to the email address they used to enter the Smart Home for the Holidays Giveaway within five days following the winner selection. Windstream shall have no liability for a winner's failure to receive notices due to winner's spam, junk e-mail or other security settings or for winner's provision of incorrect or otherwise non-functioning contact information. If the selected winner cannot be contacted, is ineligible, fails to claim the prize within 15 days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, prize may be forfeited, and an alternate winner selected. If a winner is selected to receive free Windstream internet service and they are not eligible for service, then the winner will be able to select a second prize.

The receipt by winner of the prize offered in this Smart Home for the Holidays Giveaway is conditioned upon compliance with any and all federal and state laws and regulations. **ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE SMART HOME FOR THE HOLIDAYS GIVEAWAY.**

8. Rights Granted by You: By entering this contest you understand that Windstream, anyone acting on behalf of Windstream, or its respective licensees and successors will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the World, your entry, including, without limitation, the entry and winner's name, portrait, picture, voice, likeness, image or statements about the Smart Home for the Holidays Giveaway, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.

9. Terms: Windstream reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Smart Home for the Holidays Giveaway should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Smart Home for the Holidays Giveaway. In such case, Windstream may select the recipients from all eligible

entries received prior to and/or after (if appropriate) the action taken by Windstream. Windstream reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Smart Home for the Holidays Giveaway or website, or violates these Terms & Conditions.

Windstream has the right, in its sole discretion, to maintain the integrity of the Smart Home for the Holidays Giveaway, to void votes for any reason, including, but not limited to; multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Smart Home for the Holidays Giveaway rules; or the use of bots, macros, scripts or other technical means for entering.

Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Smart Home for the Holidays Giveaway may be a violation of criminal and civil laws and should such an attempt be made, Windstream reserves the right to seek damages from any such person to the fullest extent permitted by law.

By entering the Smart Home for the Holidays Giveaway, you agree to receive email newsletters periodically from Windstream. You can opt-out of receiving this communication at any time by clicking the unsubscribe link in the newsletter.

10. Limitation of Liability: By entering, you agree to release and hold harmless Windstream and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such entrant's participation in the Smart Home for the Holidays Giveaway and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the promotion; (v) electronic or human error which may occur in the administration of the promotion or the processing of entries.

11. Disputes: THIS SMART HOME FOR THE HOLIDAYS GIVEAWAY IS GOVERNED BY THE LAWS OF THE UNITED STATES, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Smart Home for the Holidays Giveaway, participant agrees that any and all disputes which cannot be resolved between the parties and causes of action arising out of, or connected with, this Smart Home for the Holidays Giveaway, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Arkansas having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Smart Home for the Holidays Giveaway), and participant further waives all rights to have damages multiplied or increased.

12. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the Windstream website. To read the Privacy Policy, [click here](#).

13. Sponsor: The sponsor of the Smart Home for the Holidays Giveaway is Windstream, 4001 Rodney Parham Road, Little Rock, AR, 72212, United States.

14. Social Media: Entrants should understand that they are providing their information to the Sponsor and not to Facebook or Twitter. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook or Twitter.