

**“Fox Nation: *The Pursuit*” Sweepstakes  
OFFICIAL RULES**

**NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING.**

**This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Instagram. You understand that you are providing your information to Fox News Network, LLC and not to Instagram.**

**PROMOTION DESCRIPTION:** “Fox Nation: *The Pursuit*” Sweepstakes (the “**Sweepstakes**”) begins on or about February 17, 2020 at approximately 12:01 a.m. Eastern Time (“**ET**”) and ends on February 27, 2020 at approximately 11:59 p.m. ET (the “**Promotion Period**”). At the end of the Promotion Period, a random drawing will be conducted to select up to one (1) Grand Prize winner and up to twenty five (25) winners of secondary prizes from among all eligible entries received during the Promotion Period as more fully set forth below. Entry in the Sweepstakes does not constitute entry into any other promotion, contest or sweepstakes. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Fox News Network, LLC, 1211 Avenue of the Americas, New York, New York 10036 (“**Sponsor**”), which shall be final and binding in all respects.

**ELIGIBILITY:** Only legal U.S. residents of the fifty (50) United States and the District of Columbia who are twenty-one (21) years of age or older at the time of entry are eligible to enter. Officers, directors and employees of Sponsor, and its parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies (all such individuals and entities referred to collectively, the “**Promotion Entities**”), and each of their immediate family members and/or people living in the same household are NOT eligible to enter the Sweepstakes or win a prize. This Sweepstakes is void where prohibited.

**HOW TO ENTER:** Visit the web site <https://try.nation.foxnews.com/pursuit-giveaway/> (the “**Website**”) and follow the instructions to complete the entry form with the information requested. Click “Submit Entry” to submit your entry form for the Sweepstakes. Upon completion and submission of the entry form, you will automatically be entered.

**Limit one (1) entry** per person and/or e-mail address. All entries must be received by the end of the Promotion Period in order to participate. The Website’s database clock will be the official time keeper for this Sweepstakes. All required information on the entry form must be completed to enter and to be eligible to win. Proof of entering information at the Website is not considered proof of delivery to or receipt by Sponsor of such entry.

Entry must be made by the entrant. Entries made by any other individual or any entity, and/or originating at any other web site or e-mail, including but not limited to commercial sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. Tampering with the entry process or the operation of the Sweepstakes, including but not limited to the use of any device to automate the entry process, is prohibited and any entries deemed by Sponsor, in its sole discretion, to have been submitted in this manner will be void. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor’s satisfaction, the affected entry may be deemed ineligible. The Promotion Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error which may occur in the processing of the entries in the Sweepstakes. The Promotion Entities assume no

responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries.

**WINNER SELECTION AND NOTIFICATION:** At the end of the Promotion Period on or about February 28, 2020, up to one (1) potential Grand Prize winner and up to twenty five (25) potential secondary prize winners will be selected in a random drawing conducted by Sponsor from all eligible entries received throughout the Promotion Period. Sponsor will contact each potential winner using the information provided at the time of entry. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If, despite reasonable efforts, a potential winner does not respond within three (3) days of the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected. If any potential winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential winner will be disqualified and an alternate winner may be selected. Sponsor may successively attempt to contact up to three (3) potential winners of an applicable prize in accordance with such procedure, and if there are still no confirmed winner(s) of such applicable prize(s) after such attempts have been made, if any, such prize may go unawarded.

**PRIZES/ODDS:** There is one (1) Grand Prize available. There are twenty-five (25) secondary prizes available.

- **Grand Prize:** The Grand Prize consists of one (1) guitar signed by John Rich, one (1) John Rich hat, and one (1) John Rich t-shirt. Approximate retail value (“ARV”) of the Grand Prize: Priceless.
- **Secondary Prizes**
  - Up to two (2) Whiskey Prize Packs, which each consist of one (1) autographed bottle of John Rich whiskey and one (1) John Rich hat. ARV of each: \$60.00. The total ARV of all prizes in this category is \$120.00.
  - Up to one (1) Fox Nation Summit Prize Pack, which consists of two (2) VIP Tickets to the Fox Nation Summit, which will take place on May 6, 2020 in Dallas, Texas. ARV: \$400. In the event that the Fox Nation Summit does not or cannot take place as scheduled or at all, for reasons included but not limited to scheduling conflicts, cancellations, postponement, an event of “Force Majeure” (defined below), or for any other reason, then in lieu of attending the Fox Nation Summit, the Fox Nation Summit Prize Pack winner will receive a substitute prize of comparable value, which shall constitute full satisfaction of Sponsor’s prize obligation to the Fox Nation Summit winner, and no other or additional compensation will be awarded. **For clarification and the removal of doubt, the Fox Nation Summit Prize Pack does not include the following: (i) transportation for the prize winner to the Fox Nation Summit; or (ii) or accommodations, ground transportation and any other incidental expenses incurred in connection with the Fox Nation Summit.** All arrangements and expenses associated with travel to and from the Fox Nation Summit and accommodations, ground transportation and any other incidental expenses incurred in connection with the Fox Nation Summit are the sole responsibility of applicable prize winner. In the event the event a prize winner is unable to travel to the Fox Nation Summit, the applicable prize will be forfeited in its entirety and an alternate winner may be selected.
  - Up to two (2) Streaming Prize Packs, which each consist of one (1) Roku Streaming Stick+. ARV of each: \$50.00. The total ARV of all prizes in this category is \$100.00.
  - Up to ten (10) Fox Nation Subscription Prize Packs, which each consist of a one (1) year subscription to Fox Nation. ARV of each: \$65.00. The total ARV of all prizes in this category is \$650.00.

- Up to ten (10) Fox Nation Hat Prize Packs, which each consist of one (1) Fox Nation hat. ARV of each: \$30.00. The total ARV of all prizes in this category is \$300.00.

**The odds of winning a prize depend on the number of eligible entries received during the Promotion Period.**

Applicable portions of the prizes will be delivered only to an address in the United States. The total ARV of all prizes is \$1,570.00.

**GENERAL PRIZE CONDITIONS:** No cash alternative or substitution of prizes will be allowed, except Sponsor reserves the right in its sole discretion to substitute prizes of comparable value if any prize listed is unavailable, in whole or in part, for any reason. Prizes will be awarded only if the potential prize winner fully complies with these Official Rules. All portions of the prize(s) are non-assignable and non-transferable. Any prizes pictured in point-of-sale, online, television and print advertising, promotional packaging, and other Sweepstakes materials are for illustrative purposes only. All details and other restrictions of the prize(s) not specified in these Official Rules will be determined by Sponsor in its sole discretion. Each prize winner shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. The potential prize winner may be required to execute an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, “**Prize Claim Documents**”). If a winner is a minor, at Sponsor’s option, the applicable prize either will be awarded in the name of the parent or legal guardian of such minor winner, or the parent or legal guardian of such minor winner will be required to ratify and sign Prize Claim Documents. If any potential winner (or, in the case of a minor, such minor winner’s parent or legal guardian) fails or refuses to sign and return all Prize Claim Documents within the time frame required by Sponsor, the winner may be disqualified and an alternate winner may be selected.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

**GENERAL LIABILITY RELEASE/FORCE MAJEURE:** Acceptance of a prize constitutes winner’s (or any minor winner’s parent or legal guardian) permission for the Promotion Entities to use winner’s name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation. Entrants (and any minor entrant’s parent or legal guardian) agree that the Promotion Entities (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Sweepstakes or any Sweepstakes-related activity, or from entrants’ acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize’s quality or fitness for a particular purpose. Sponsor assumes no responsibility for any program malfunctions, or other errors, failures that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for miscommunications, or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any

individual who is found to be tampering with the entry process or the operation of the Sweepstakes, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Sweepstakes if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein. In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding prizes or continuing with the Sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "**Force Majeure**" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, extend or terminate the Sweepstakes. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select the winner in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of prizes described in these Official Rules will be awarded. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these 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 rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

**INSTAGRAM RELEASE AND DISCLAIMER:** Each entrant acknowledges and agrees that this Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Instagram. By entering the Sweepstakes, each entrant is providing information to the Promotion Entities and not to Instagram. By entering the Sweepstakes each entrant hereby releases and agrees to hold harmless Instagram completely from any liability in respect of the Sweepstakes. Any questions, comments or complaints regarding the Sweepstakes will be directed to Promotion Entities and not Instagram. By participating via the Instagram platform, participants are also subject to Instagram's privacy policy and terms of use, which can be found at: <https://help.instagram.com/402411646841720> and <https://help.instagram.com/581066165581870>.

**PRIVACY:** Entry information may be shared with Sponsor's Sweepstakes partners to the extent entrants agree at the time of entry or to the extent required for prize fulfillment purposes. Except as otherwise contemplated in these Official Rules, and to the extent entrants may otherwise elect at the time of entry, personal information collected in connection with the Sweepstakes will be used in accordance with Sponsor's privacy policy located at <https://www.foxnews.com/privacy-policy>.

**GOVERNING LAW/JURISDICTION:** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE SWEEPSTAKES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT

GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

**ARBITRATION PROVISION:** By participating in this Sweepstakes, each entrant (and any minor entrant's parent or legal guardian) agrees: (i) that any and all disputes the entrant may have with, or claims entrant may have against, the Promotion Entities relating to, arising out of or connected in any way with (a) the Sweepstakes, (b) the awarding or redemption of any prize, and/or (c) the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS; (ii) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (iii) the arbitration shall be held in New York, New York; (iv) the arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable entrant may have entered into in connection with the Sweepstakes; (v) the arbitrator shall apply New York law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (vi) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only entrant's and/or Sponsor's individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (vii) the arbitrator shall not have the power to award punitive damages against the entrant or Sponsor; (viii) in the event that the administrative fees and deposits that must be paid to initiate arbitration against Sponsor exceed \$125 USD, and entrant is unable (or not required under the rules of JAMS) to pay any fees and deposits that exceed this amount, Sponsor agrees to pay them and/or forward them on entrant's behalf, subject to ultimate allocation by the arbitrator; (ix) if the entrant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of entrant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (x) with the exception of subpart (vi) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (vi) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither entrant nor Sponsor shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at [www.jamsadr.com](http://www.jamsadr.com).

**WINNER'S LIST/OFFICIAL RULES:** To obtain a copy of any legally-required winners list, send a self-addressed stamped envelope to: "Fox Nation: *The Pursuit*" Sweepstakes Winners List, Fox News Network, LLC, ATTN: Fox Nation Marketing, 1211 Avenue of the Americas, New York, NY 10038. All such requests must be received within six (6) weeks after the end of the Promotion Period.

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