

## "Lingerie Miami" Sweepstakes Official Rules

The "Lingerie Miami" Sweepstakes (the "Sweepstakes") begins February 4, 2009 and ends February 6, 2009 ("Sweepstakes Period"). The Sweepstakes is open to all legal U.S. residents of Miami-Dade, Broward, Monroe and Palm Beach counties, who are registered users of Miami.com and are at least 18 years of age as of February 4, 2009 ("Contestant"). Employees of The Miami Herald Media Company, and their licensors and prize suppliers, The McClatchy Company, and the foregoing entities' respective parents, subsidiaries, and affiliates (collectively, the "Sweepstakes Entities"), and such employees' immediate families and household members are not eligible. The Sweepstakes is sponsored and administered by the Miami Herald Media Company ("Sponsor").

**HOW TO ENTER.** No purchase necessary. To enter, go to [www.miami.com](http://www.miami.com) and follow directions. None of the Sweepstakes Entities are responsible for late, incomplete, void, corrupted, garbled, misdirected, or otherwise unintelligible Submissions and for any problems, bugs or malfunctions Contestants may encounter when submitting their Submissions. Incomplete, garbled, corrupted or otherwise illegible Submissions are void and will not be accepted. Sponsor reserves the right to disqualify false submissions or submissions suspected of being false. Sponsor will not verify receipt of submissions. In the event of a dispute as to the identity of a winner, the winner will be deemed to be the person in whose name the e-mail account governing the e-mail address was opened.

**Prizes:** On February 6, 2009 at 12 noon, or a reasonable time thereafter, one winner will be selected by random drawing to win the Grand Prize: 2 tickets to the Lingerie Miami Event at Vizcaya on February 7, 2009, including: Cocktail Reception, sit down dinner and Lingerie Fashion Show. All other expenses not specifically listed above, including transportation to and from the event will be the winner's responsibility.

Selected Contestant's full name, hometown may be announced and posted at [www.miami.com](http://www.miami.com). Selected Contestant will be sent an affidavit of eligibility / liability / publicity release ("Release"). Unless restricted by law, each Selected Contestant will be required to complete and return the Release within the time period specified therein. Should Selected Contestant be unwilling or otherwise unable to provide such permissions and or releases or otherwise cannot accept or receive the prize for any reason, another Contestant will be chosen.

No substitution, transfer, or cash redemption of prize, provided however that Sponsor reserves the right to substitute a prize with another prize of equal or greater value should the advertised prize become unavailable for any reason. If a Selected Contestant is unable to participate in or accept the prize or any portion of the prize for any reason, Sponsor shall have no further obligation to the Contestant.

**SWEEPSTAKES CONDITIONS.** This Sweepstakes is void outside the U.S. and where prohibited or restricted by law, and is subject to applicable federal, state provincial and local laws. By participating, Contestants agree: (i) to be bound by these Official Rules and the decisions of Sponsor, which shall be final and binding; and (ii) to waive any right to claim ambiguity in the Sweepstakes or these Official Rules, except where prohibited by law. Taxes, if any, are the sole responsibility of Selected Contestant, and Contestants may be issued an IRS Form 1099 for the ARV of any awarded prize. By participating, all Contestants agree to release and hold harmless each of the Sweepstakes Entities together with the respective directors, employees, officers, licensees, licensors and agents, and respective advertising and promotion entities and any person or entity associated with the production, judging, or administration of the Sweepstakes, (collectively, the “Releasees”) from and against any and all rights, claims and causes of action whatsoever that they may have, or which may arise, against any of them for any liability for any matter, cause or thing whatsoever, including but not limited to any injury, loss, damage, whether direct, compensatory, incidental or consequential, to person, including death and property, arising in whole or in part, directly or indirectly, from their acceptance, possession, use or misuse of the prize in the Sweepstakes, or their participation in the Sweepstakes, or their participation in any Sweepstakes or prize related activity.

Sponsor reserves the right to disqualify any Contestant it finds to be violating these Official Rules. Sponsor reserves the right to cancel or suspend the Sweepstakes, in its sole discretion, due to circumstances beyond its control, including natural disasters. Sponsor may, in its sole discretion, cancel, modify or suspend the Sweepstakes should a virus, bug, computer problem, unauthorized intervention or other causes beyond Sponsor’s control, corrupt the administration, security or proper play of the Sweepstakes. Sponsor may prohibit a Contestant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines such contestant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, plagiarizing, engaging in any deception, or any other unfair playing practices of intending to annoy, abuse, threaten, undermine or harass any other players or Sponsor representatives. Disputes regarding these Official Rules and/or this Sweepstakes will be governed by the internal laws of the State of Florida. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE SWEEPSTAKES. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.**

Sweepstakes Entities shall not be liable to the Selected Contestant for failure to supply any Prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental

entity (whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other similar or dissimilar cause beyond any of the Releasees' control. None of the Sweepstakes Entities are responsible for: (a) lost, late, misdirected, undeliverable, incomplete or indecipherable entries due to system errors or failures, or faulty transmissions or other telecommunications malfunctions and/or entries; (b) technical failures of any kinds; (c) failures of any of the equipment or programming associated with or utilized in the Sweepstakes; (d) unauthorized human and/or mechanical intervention in any part of the submission process or the Sweepstakes; (e) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (f) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from any contestant's participation in the Sweepstakes or receipt or use of any prize.

**PUBLICITY.** Sponsor reserves the right to use the Selected Contestant name, likeness and hometown name for publicity purposes only in connection with the Sweepstakes and for no other reason.

**PRIVACY.** All personal information collected by Sponsor will be used for administration of the Sweepstakes and in accordance with Sponsor's privacy policy. Any questions regarding privacy matters should be directed to the address set out below.

**OFFICIAL RULES AND WINNERS' LIST.** For a copy of these Official Rules or the name of Selected Contestant, send your request in a self-addressed, stamped envelope to: Lingerie Miami Sweepstakes, 1 Herald Plaza, Miami FL 33132-1693. Request must be received by February 28, 2009.

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