RCN Sweepstakes Rules 2014

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE CHANCES OF WINNING. VOID WHEREVER PROHIBITED.

THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK, INC. ("FACEBOOK") OR ANY OF ITS AFFILIATES. INTERNET ACCESS IS REQUIRED FOR ENTRY.

BY ENTERING THE SWEEPSTAKES YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SPONSOR (DEFINED BELOW) FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES. VOID WHERE PROHIBITED BY LAW.

1. SWEEPSTAKES OVERVIEW. The RCN Giveaways Spectacular ("Sweepstakes") is sponsored by RCN Telecom Services, LLC and its affiliates ("Sponsor"). This Sweepstakes offers weekly and monthly prize giveaways, and several grand prize drawings. See Section 5 below for a description of all prizes, including the specific grand prizes for this Sweepstakes.

There will be twelve (12) weekly drawings, two (2) monthly drawings, and a final grand prize drawings. The Sweepstakes will begin at 12:00:00 a.m. Eastern Time (“ET”) on January 1, 2014, and end at 11:59:59 p.m. ET on February 28, 2014 (the “Sweepstakes Period”). The winners of that weekly drawing (subject to verification) will receive the prize (each “Weekly Prize”) as more fully detailed in Section 5 below. Entries received on one Sweepstakes Week do carry over to any subsequent Sweepstakes Week, so an entrant need only to enter once. All entries by an entrant for the Weekly Prize will be automatically entered into the Monthly, and Grand Prizes. Instructions for entering, eligibility and other important details of this Sweepstakes are described in detail below.

2. HOW TO ENTER. During the Sweepstakes Period, eligible individuals (see Section 3 below for eligibility requirements) can enter the Sweepstakes for a chance to win a Weekly and Monthly Prize and one (1) entry into this Sweepstakes’ and grand prize drawings as follows: During the Sweepstakes Period, eligible individuals can enter the Sweepstakes through the application for this Sweepstakes (“Application”) accessible on the “Sweepstakes” or similar tab on the RCN Facebook page, which is located at the following URL: http://www.facebook.com/rcn. To enter, follow the on-screen links and instructions to join the Application, including choosing to “Like” the page (if you have not previously done so), entering your e-mail address and all other required information. The Application’s database clock will be the official timekeeper for this Sweepstakes for this method of entry. Each entrant agrees that he or she is providing information to Sponsor and as set forth in these Official Rules and not to Facebook. If you are attempting to access the Application via a mobile device, you may be redirected to the
Application outside of the Facebook platform, but all requirements stated above for entry (except “liking” the page) will still apply.

All eligible entries must be received during the Sweepstakes Period according to Sponsor’s records. Entries received on one Sweepstakes Week will roll over to any subsequent Sweepstakes Week for a Weekly Prize during the Sweepstakes Period. An entry by an entrant for Weekly Prize will be automatically carried over for the Grand Prize. For purposes of this Sweepstakes, an entry is “received” when the Sponsor’s or RCN’s (“Administrator”) (as applicable) servers record the online form. Proof of sending an online form (such as a “thank you” screen or message) does not constitute proof of actual receipt by Sponsor of an entry for purposes of this Sweepstakes. Limit one (1) entry per person regardless of method of entry. Sponsor, in its sole discretion, may disqualify any individual who makes subsequent attempts to submit entries in excess of the stated limit by using multiple or false contact information or otherwise. Any entry may be disqualified at any time if, in the opinion of Sponsor, the entry does not comply with these Official Rules.

All entries become the sole property of Sponsor and will not be acknowledged or returned. Incomplete entries are void. Any individual who attempts or otherwise encourages, directly or indirectly, the entry of multiple or false contact information under multiple identities, or uses any robotic, automatic, mechanical or programmed device or artifice to enter or encourage, directly or indirectly, multiple or false entries, as determined by the Sweepstakes Entities (defined below), will be disqualified. If you are selected as a winner, the prize will be awarded to the authorized account holder corresponding to the email address provided on that online entry form, provided that person also meets the eligibility requirements for this Sweepstakes as detailed in these Official Rules. "Authorized account holder" is defined as the natural person who is assigned to an email address by a telephone company, wireless service provider, Internet access provider, Internet service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning email addresses for the domain name associated with the email address submitted. In the event of a dispute concerning who submitted an entry, the entry will be declared to have been made by the authorized account holder of the e-mail address submitted at time of entry, but only if that person meets all other eligibility criteria. If a dispute cannot be resolved to Sponsor's satisfaction, the entry will be deemed ineligible. In the event a dispute arises as to the identity of a winner results in a corporation, limited liability company, or some other corporate entity being deemed the Authorized Account Holder, the prize shall be forfeited and an alternate winner will be selected. Corporate entities are not entitled to claim the prize. Facsimiles, mechanical reproductions, alterations, garbled, incomplete, misdirected, lost, late, mutilated, or forged entries, or entries generated by a macro, bot, or other automated means will not be accepted and are void. Those who do not follow all of the instructions, provide the required information in their entry, or abide by these Official Rules will be disqualified. Entries made by any other individual or any entity, and/or originating at any phone number other than the entrant’s or any other web site, including, without limitation, commercial promotion subscription notification and/or entering service sites, will be declared invalid and disqualified from this Sweepstakes.
As a condition of entering the Sweepstakes, each entrant gives consent for Sponsor and Administrator to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Sweepstakes and complying with applicable laws, regulations and rules.

We reserve the right to cancel, terminate or modify this Sweepstakes if not capable of completion as planned, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, force majeure or technical failures of any sort.

3. ELIGIBILITY: The Sweepstakes is open only to legal residents of any one (1) of the fifty (50) United States or the District of Columbia who are at least twenty-one (21) years of age by February 28, 2014. Employees and agents of the Sponsor, Administrator, and their respective parents, divisions, affiliates, subsidiaries, advertising agencies and promotional partners associated with this Sweepstakes (collectively, “Sweepstakes Entities”), and relatives of, and those living in the same household as such employees and agents, whether or not related, are not eligible to enter or win a prize. For the purpose of this Sweepstakes, relatives are defined as spouse, partner, mother, father, legal guardian, in-laws, grandmother, grandfather, brother, sister, children and grandchildren and their respective Sponsors, regardless of where they reside. Void where prohibited by law. If a participant is an eligible minor in his or her state of residence, his or her parent or legal guardian agrees to these Official Rules along with and on behalf of his or her minor child. All rights and responsibilities of a minor under the Official Rules are conferred and assumed respectively by the minor’s parent or legal guardian in representation of the minor.

4. ODDS/SELECTION OF WINNERS: A random drawing will be conducted under the supervision of Administrator from among all entries received during a Sweepstakes Week approximately on or about by 5pm ET the next business day after the end of each Sweepstakes Week to select the winning entry (subject to verification) for that Sweepstakes Week’s, Weekly Prize. A total of twelve (12) Weekly Prize drawings will be conducted. There is a limit of one (1) Weekly Prize per person for the entire Sweepstakes. On or around March 3, 2014, a random drawing will be conducted under the supervision of Administrator from among all eligible entries received in this Sweepstakes during the entire Sweepstakes Period to select the potential Grand Prize winners for this Sweepstakes.

Sponsor or Administrator will attempt to notify each potential winner that he or she may have won a Weekly Prize in this Sweepstakes by e-mail, mail or telephone (at Sponsor’s sole discretion) within approximately seven (7) days after the applicable drawing, or Sponsor may choose (in its sole discretion) to mail the prize won to the selected potential winner without prior notice. Sponsor or Administrator will attempt to notify the potential Grand Prize winners that he or she may have won the Grand Prize in this Sweepstakes by e-mail, mail or telephone (at Sponsor’s sole discretion) within approximately two (2) business days after the Grand Prize drawing. Each potential winner of a prize (or each minor winner’s parent or legal guardian) may be required to complete, sign, have notarized (if applicable) and return, without alteration and in the
form presented by Sponsor, an Affidavit of Eligibility and Liability/Publicity Release (unless prohibited by law) and tax forms, both of which may require the potential winner to provide his or her Social Security Number and a copy of a government-issued identification or number thereof, within the time frame specified by Sponsor or prize may be forfeited. Each potential winner (or each minor winner’s parent or legal guardian) may be required to read and sign additional documentation as required by Sponsor or a prize provider. In the event of non-compliance with these requirements, the prize may be forfeited. The affidavit of eligibility and liability/publicity release, tax forms, and any additional documentation are subject to verification by Sponsor. If any prize, prize notification or Sweepstakes-related communication is rejected, faulty or returned as undeliverable, or if any potential winner is ineligible according to these Official Rules or cannot be reached after a reasonable attempt has been made by Sponsor or does not respond according to the notification’s or Sponsor’s instructions (as determined by Sponsor in its sole discretion), that winner may be disqualified in Sponsor’s sole discretion and an alternate winner for that drawing may be randomly selected from among all remaining non-winning entries. Sponsor may only look to three (3) alternate winners for a particular prize, at which point that prize may be deemed unclaimed and Sponsor will have no further obligation with respect to that prize.

5. PRIZES: The Weekly Prizes are Stadium Blankets. (Approximate Retail Value (“ARV”) $16). Total “ARV” for all Weekly Prizes $2,400 The Monthly Prizes Winners will be selected to win that month’s prize. The Monthly Prizes are DVD Collections from HBO®, Showtime® and Starz Media®, Veria Living® Gift Sets, Outdoor Channel Gift Sets, TV ONE® 19” Sharp HDTV or iPod Nano. Approximate Retail Value (“ARV”) $20.00 to $250.00) Total “ARV” for all Weekly & Monthly Prizes $5,378

There is one (1) Grand Prize available in this Sweepstakes, trip for two choice of one of these 2014 MAV TV/Lucas Oil® events: Monster Jam World Finals XV, NCAA Basketball Midwest Regional or NHRA US INDY Nationals (ARV: $2800) There are also First, Second, Third, Fourth and Fifth Prize Winners. One (1) First Prize winner will receive a 55” Smart 3D HDTV. (Approximate Retail Value "ARV": $2,200). Five (5) Second Prize winners will receive Hallmark Channel® Electronics Gift Basket (ARV: $425). One (1) Third Prize winners will receive a Replica WWE® Championship Belt (ARV: $420). Five (5) Fourth Prize winners will receive A&E Network® iPad Mini (ARV: $300). Two (2) Fifth Prize winners will receive TV One® kindle fire HDX (ARV: $298) Total ARV of all prizes in this Sweepstakes is: $15,444.

The following applies to all prizes and winners in this Sweepstakes: All prize details not specified in these Official Rules will be determined by Sponsor in its sole discretion to the fullest extent permitted by law. Any taxes (federal, state, and local) and all other costs and expenses associated with prize acceptance and use not specified in these Official Rules or Sweepstakes-related communication as being provided as part of a prize are the sole responsibility of each winner. Sponsor will not replace any lost, mutilated or stolen prizes or any prizes that are undeliverable or do not reach any winner because of an incorrect or changed address. If a winner does not accept or use the entire prize (as applicable), the unaccepted or unused part of the prize will be forfeited and Sponsor will have no further obligation with respect to that prize or portion
of the prize. Any failure to use a prize after acceptance does not relieve that
winner of his or her tax obligations associated with winning the prize. No
transfers, prize substitutions or cash redemptions will be made, except at Sponsor’s
sole discretion. Winner is strictly prohibited from selling, auctioning, trading or otherwise
transferring any part of a prize, except with Sponsor’s permission in its sole discretion.
Prizes will only be mailed or otherwise provided to the verified winner’s address in one
(1) of the fifty (50) United States or the District of Columbia in Sponsor’s sole discretion.
Sponsor reserves the right to substitute any prize or portion thereof with another prize or
portion thereof of comparable or greater value for any reason. The Sweepstakes
Entities are not responsible for and winner will not receive the difference between the
actual value of any prize at the time of award and the stated ARV in these Official Rules
or in any Sweepstakes-related correspondence or materials. By entering this
Sweepstakes and accepting a prize, each winner agrees to maintain his/her behavior in
accordance with all applicable laws and generally accepted social practices in
connection with participation in any Sweepstakes or prize related activity. Participants
waive the right to assert as a cost of winning any prize, any and all costs of verification
and redemption or travel to claim the prize and any liability and publicity which might
arise from claiming or seeking to claim said prize.

6. LIMITATION OF LIABILITY: EACH ENTRANT AGREES TO RELEASE, HOLD
HARMLESS AND INDEMNIFY THE SWEEPSTAKES ENTITIES, FACEBOOK, EACH
OF THEIR PARENT COMPANIES, AFFILIATES, AND SUBSIDIARIES, AND EACH
OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, MANAGERS,
EMPLOYEES, REPRESENTATIVES AND AGENTS OF EACH (COLLECTIVELY,
“RELEASED PARTIES”) FOR ANY LIABILITY WHATSOEVER FOR INJURIES OR
DAMAGES OF ANY KIND SUSTAINED IN CONNECTION WITH THE USE,
ACCEPTANCE, POSSESSION, MISUSE OR AWARDING OF A PRIZE, WHILE
PREPARING FOR, PARTICIPATING IN ANY SWEEPSTAKES-RELATED ACTIVITY,
INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS, OR
ACCIDENT TO PERSON OR PROPERTY (INCLUDING ANY HARM OR INJURY
RESULTING FROM USE OF A BICYCLE). EACH WINNER AGREES THAT THE
PRIZES ARE PROVIDED AS-IS WITHOUT ANY WARRANTY, REPRESENTATION
OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WHETHER NOW
KNOWN OR HEREINAFTER ENACTED, RELATIVE TO THE USE OR ENJOYMENT
OF ANY PRIZE, INCLUDING, WITHOUT LIMITATION, ITS QUALITY,
MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER,
THE RELEASED PARTIES ARE NOT RESPONSIBLE IN ANY WAY FOR ANY
ADDITIONAL EXPENSES, OMISSIONS, DELAYS, OR RE-ROUTING RESULTING
FROM ANY ACTS OF ANY GOVERNMENT OR AUTHORITY.

7. ADDITIONAL DISCLAIMERS: Released Parties are not responsible and/or liable for
any of the following, whether caused by a Sweepstakes Entity, the entrant, or by human
error: entries that are submitted by illegitimate means (such as, without limitation, by an
automated computer program) or entries in excess of the stated limit; any lost, late,
incomplete, mutilated, garbled, delayed, stolen, damaged, undelivered or misdirected
entries, e-mail, mail or Sweepstakes-related correspondence or materials or postage-
due mail; any error, omission, interruption, defect, or delay in transmission or communication; viruses or technical or mechanical malfunctions; interrupted, failed or unavailable cable, Internet Service Provider (ISP) or satellite, computer or telephone transmissions; technical, mechanical, network, electronic, computer or other errors, including any errors or difficulties that may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the prizes, and typos or misprints in these Official Rules, in any Sweepstakes-related advertisements or other materials; failures of electronic equipment, computer hardware or software; lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications or entry information. Released Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant’s e-mail account to receive e-mail messages. Released Parties are not responsible, and may disqualify an entrant, if his or her e-mail address, telephone, or other contact information does not work or is changed without entrant giving prior written notice to Sponsor. Without limiting any other provision in these Official Rules, Released Parties are not responsible or liable to any entrant or winner or any person claiming through such entrant or winner for failure to supply a prize or any part thereof in the event that any of the Sweepstakes activities or the Released Parties’ operations or activities are affected, as determined by the Sponsor in its sole discretion, including, without limitation, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves 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 law, rule, regulation, order or other action adopted or taken by any governmental, federal, state or local government authority, or any other cause, whether or not specifically mentioned above.

8. GENERAL RULES: By entering the Sweepstakes (except where prohibited by law), entrants and winners consent to the use of their names, pictures, likenesses, voices, biographical data, and/or any information contained in their entry in any and all media now known or hereafter devised, including in advertising, promotion and marketing materials throughout the world in perpetuity, including on the Internet, by the Sponsor, its promotional partners and third-party marketing entities, without additional compensation, notice, review, or approval. Nothing contained in these Official Rules obligates Sponsor to make use of any of the rights granted herein and winner waives any right to inspect or approve any such use.

Sponsor’s decisions will be final in all matters relating to this Sweepstakes, including interpretation of these Official Rules, determining the prizes and awarding of the prizes. All participants, as a condition of entry, agree to be bound by these Official Rules and the decisions of Sponsor. Failure to comply with these Official Rules may result in disqualification from this Sweepstakes. Participants further agree not to damage or cause interruption of the Sweepstakes and/or prevent others from using the
Sweepstakes. Sponsor reserves the right, in its sole discretion, to void entries of any entrants who Sponsor believes has tampered with or attempted to tamper with or impair the administration, security, fairness or proper play of this Sweepstakes. Sponsor’s failure to or decision not to enforce any provision in these Official Rules will not constitute a waiver of that or any other provision. In the event there is an alleged or actual ambiguity, discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials and/or these Official Rules (including any alleged discrepancy or inconsistency in these Official Rules), it will be resolved in Sponsor’s sole discretion. If Sponsor determines at any time in its sole discretion that any winner or potential winner is disqualified, ineligible, or in violation of these Official Rules, Sponsor reserves the right in its sole discretion to select an alternate winner, even if the disqualified potential winner’s name may have been shown or announced on the Sponsor’s website or elsewhere. The invalidity or unenforceability of any provision of these Official Rules will 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 will otherwise remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Released Parties are not responsible for any changes or unavailability of the Facebook platform or Application that may interfere with the Sweepstakes (including any limitations, any restrictions, or any conditions on Sponsor’s ability to use the Facebook platform for the Sweepstakes as set forth herein that are not acceptable to Sponsor) or ability of entrant to timely enter, receive notices or communicate with Sponsor, in which case Sponsor, in its sole discretion, may terminate or modify the Sweepstakes. If the Sweepstakes is not capable of running as planned for any reason, including due to virus, bugs, worms, or unauthorized intervention, Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Sweepstakes and, in the event of cancellation, to select the winner(s) for the drawing(s) at issue from among all eligible and valid entries received for the applicable drawing(s), or as otherwise deemed fair and appropriate by Sweepstakes Entities at their sole discretion. Sponsor shall have no further obligation to any participant in connection with the Sweepstakes. If any person supplies false information, obtains entries by fraudulent means, or is otherwise determined to be in violation of these Official Rules in an attempt to obtain any prize, Sponsor may disqualify that person and seek damages from him or her, and that person may be prosecuted to the fullest extent of the law. Any damage made to the Facebook platform will be the responsibility of the registered account holder of the e-mail address for the Facebook account submitted at the time of entry. Sponsor reserves the right to restrict or void online entries or participation from any IP address if any suspicious entry and/or participation is detected. CAUTION: ANY ATTEMPT TO DAMAGE ANY SERVICE OR WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES VIOLATES CRIMINAL AND CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SPONSOR MAY DISQUALIFY ANY PARTICIPANT MAKING SUCH ATTEMPT AND MAY SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS’ FEES) TO THE FULLEST EXTENT PERMITTED BY LAW.
Personal information submitted to Sponsor by entrant to enter into the Sweepstakes may be used by Sponsor in accordance with its Privacy Policy. Sponsor’s Privacy Policy is located at www.rcn.com.

9. DISPUTES/GOVERNING LAW. Except where prohibited, as a condition of participating in this Sweepstakes, each entrant and winner agrees that any and all disputes that cannot be resolved between the entrant or winner and any Released Party, claims and causes of action arising out of or connected with this Sweepstakes, or the prize awarded, or the determination of the winner must be resolved individually, without resort to any form of class action. Further, in any such dispute, under no circumstances will an entrant or winner be permitted or entitled to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys’ fees, other than entrant’s or winner’s actual out-pocket expenses (if any), not to exceed ten dollars ($10), and entrant and winner further waives all rights to have damages multiplied or increased.

This Sweepstakes and any dispute arising under or related thereto (whether for breach of contract, tortious conduct or otherwise) will be governed by the laws of the State of New Jersey, without reference to its conflicts of law principles. Any legal actions, suits or proceedings related to this Sweepstakes (whether for breach of contract, tortious conduct or otherwise) will be brought exclusively in the state or federal courts located in New Jersey, and each entrant accepts and submits to the personal jurisdiction of these courts with respect to any legal actions, suits or proceedings arising out of or related to this Sweepstakes.

10. WINNERS’ LIST/OFFICIAL RULES. To find out who has won any of the Sweepstakes prizes, send a legal-size, self-addressed, stamped envelope to: RCN Spectacular Giveaways Contest. Winners, c/o RCN Telecom Services, LLC, 650 College Road Suite 3100 Princeton, NJ 08540, Attn: Marketing Department. Requests must be received no later than three (3) months following the end of the Sweepstakes Period. For a copy of these Official Rules, print out these pages or send a legal-size, self-addressed, stamped envelope to: RCN Spectacular Giveaways Contest Rules, c/o RCN Telecom Services, LLC, 650 College Road Suite 3100 Princeton, NJ 08540, Attn: Marketing Department by the end of the Sweepstakes Period. Only one (1) request of either type per outer envelope, mailed separately, will be fulfilled. Vermont residents may omit return postage with Official Rules requests.

11. THE SPONSOR OF THIS SWEEPSTAKES IS: RCN Telecom Services, LLC, 650 College Road East, Suite 3100, Princeton, NJ 08540.

12. THE ADMINISTRATOR OF THIS SWEEPSTAKES IS: RCN Telecom Services, LLC, 650 College Road East, Suite 3100, Princeton, NJ 08540.