WBIR Tailgate Photo Sweepstakes

OFFICIAL RULES

1. NO PURCHASE NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT INCREASE YOUR ODDS OF WINNING. SUBJECT TO APPLICABLE FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS. VOID WHERE PROHIBITED.

- 2. <u>Eligibility</u>. Subject to the additional restrictions below, the WBIR Tailgate Photo Sweepstakes (the "Contest") is open to legal U.S. residents who are 18 years of age or older as of Monday, August 28, 2017, and who are legal residents of legal residents of the WBIR viewing audience, defined as residents of Tennessee counties limited to Anderson, Blount, Campbell, Claiborne, Cocke, Cumberland, Fentress, Grainger, Greene, Hamblen, Hawkins, Jefferson County, TN, Loudon County, TN, Knox County, TN, McMinn, Monroe, Morgan, Roane, Scott, Sevier and Union; and Kentucky counties limited to Bell, Harlan, McCreary and Whitley. Counties. Employees and contractors of WBIR-TV ("Sponsor"), Gannett Co., Inc., and each of their respective affiliated companies, and advertising and promotional agencies, and the immediate family members of, and any persons domiciled with, any such employees or contractors, are not eligible to enter or to win. If you or anyone in your household has won a prize with an ARV that exceeds \$200 in the last 30 days, you are not eligible to enter or win.
- 3. How To Enter. The Contest will begin at 12:01 a.m. (E.T.) on August 28, 2017, and end at 11:59 p.m. (E.T.) on Sunday, September 3, 2017 (the "Contest Period").

Internet Entry. Enter between 12:01 a.m. (E.T.) Monday, August 28, 2017, and 11:59 p.m. Sunday, September 3, 2017 (the "Entry Period") by visiting Sponsor's contest page at www.wbir.com/contest, and click on the **WBIR Tailgate Photo Sweepstakes** link, submitting one (1) photograph that captures your favorite tailgate. Complete all required information and follow all posted instructions. Each photo submission must be an authentic, original photograph, taken by the contestant identified on the entry, and the contestant must own the copyright in the photograph submitted. All digital entries should be at the highest resolution possible. Sponsor will accept the jpeg format, no larger than 1megabyte in size. Images must not have been digitally altered in any way other than necessary cropping. Photograph must have been taken no earlier than December 31, 2016. Sponsor reserves the rights to disqualify any entry that is alleged to infringe on any third-party's intellectual property rights, refuse any photograph it determines to be unacceptable, indecent or inappropriate. No individuals may be shown in the photographs. Submissions that include an image of any individual, regardless of age, will be disqualified.

Your computer must accept cookies, or any successor or similar technology, which may be used for the purpose of entry tracking. Ad blocking software on your computer needs to be disabled so that it doesn't interfere with processing your entry.

Multiple entrants are not permitted to share the same email address. The authorized account holder of the e-mail address submitted at time of entry will be considered the entrant. An "authorized account holder" shall mean the natural person assigned to such e-mail account by the Internet access provider, online service provider, or other organization responsible for assigning e-mail addresses for the domain associated with such e-mail account. A potential winner may be requested to provide proof that he or she is the authorized account holder of the e-mail address associated with a winning entry. Sponsor will not be responsible for incomplete, lost, late, misdirected or illegible entries. All entries become property of Sponsor and none will be returned. By entering, you agree to the terms of these Official Rules and to

receive e-mails from Sponsor or those directed by Sponsor. You can opt-out of the receipt of such e-mails by following the directions on the Sponsor's website or in any email received from Sponsor.

Entries must be received by 11:59 p.m. (E.T.) on Sunday September 3, 2017.

Sponsor will not be responsible for incomplete e-mail transmissions. Contestants acknowledge and agree that Sponsor shall have the right to edit, adapt, modify, reproduce, publish, promote, broadcast, or otherwise display or use entries in any way it sees fit without limitation or compensation to entrants. By entering you agree to the terms of these Official Rules and to receive e-mails from Sponsor or those directed by Sponsor. You can opt-out of the receipt of such e-mails by following the directions on the Contest website or in any email received from Sponsor.

- 4. <u>Winner Selection</u>. Monday September 4, 2017, a panel of qualified judges selected by Sponsor will judge all eligible entries according to the following criteria: clarity of photo, composition of photo, unique portrayal of the theme, and emotional impact of the image (equal weight will be given to each criterion). Judging will conclude within two (2) days after the end of the Contest Period and one contestant with the highest cumulative score will be designated the "Winner." In the event of a tie, tied entries will be re-judged on the same criteria listed above. Decisions of judges and Sponsor shall be final and binding in all respects.
- 5. **Prizes and Odds**. The Winner will receive one (1) \$35 gift Card to Buddy's BBQ(ARV: \$35)

Odds of winning depend on the number of eligible entries received.

- Winner Notification and Acceptance. The Winner will be notified via the email address and 6. phone number provided on winner's entry form within 24 hours of his/her selection. The Winner must respond to Sponsor's notification within 24 hours. Failure to respond to such email notification or within such time period or return of email prize notification as undeliverable may result in disqualification and an alternate winner may be selected. To claim prize, the Winner and Sponsor must establish contact and arrange for the prize package by Friday, Sept 9, 2017. A valid photo identification may be required. Winners may waive their right to receive prizes. Prizes are non-assignable, nontransferable and not redeemable for cash. No substitutions allowed by winner. Prizes and individual components of prize packages are subject to availability and Sponsor reserves the right to substitute prizes of equal or greater value. Prize is not redeemable for cash. The Winner must be willing to have the barbeque filmed at his/her residence on the specified date for broadcast on a Sponsor program, as solely determined by Sponsor. Winners are solely responsible for reporting and payment of any taxes on prizes. Winners will be required to complete an affidavit of eligibility/liability and publicity release which must be returned as instructed by Sponsor. Failure to sign and return the affidavit or release, or to comply with any term or condition of these Official Rules, may result in a winner's disqualification, the forfeiture of his or her interest in the prize, and the award of the prize to a substitute winner. Except where prohibited, acceptance of any prize constitutes winner's consent to the publication of his or her name, biographical information and likeness in any media for any commercial or promotional purpose, without limitation the Internet, or further compensation. Prizes not won and claimed by eligible winners in accordance with these Official Rules will not be awarded and will remain the property of Sponsor.
- 7. **Participation**. By participating, contestants agree to be bound by these Official Rules and the decisions of Sponsor. Sponsor reserves the right to disqualify persons found tampering with or otherwise abusing any aspect of this Contest as solely determined by Sponsor. In the event the Contest is compromised by a virus, non-authorized human intervention, tampering or other causes beyond the reasonable control of Sponsor which corrupts or impairs the administration, security, fairness or proper operation of the Contest, Sponsor reserves the right in its sole

discretion to suspend, modify or terminate the Contest. Should the Contest be terminated prior to the stated expiration date, Sponsor reserves the right to award prizes based on the entries received before the termination date. Sponsors will not be responsible for lost, late, or misdirected entries (either photos or ballots), poor quality photos, or for failure to receive entries or votes or other electronic communications due to transmission failures or technical failures of any kind, including, without limitation, malfunctioning of any network, hardware or software, whether originating with sender or Sponsor. In the event of a dispute, all online entries will be deemed to have been submitted by the owner of the ISP account from which they were sent. For these purposes, an ISP account holder shall mean the natural person assigned to such ISP account by the Internet access provider, online service provider or other organization responsible for assigning ISP addresses for the domain associated with such ISP account. Any questions regarding the number of entries, or votes submitted or the owner of an ISP account shall be determined by Sponsor in its sole discretion, and Sponsor reserves the right to disqualify any entries or votes by persons determined to be tampering with or abusing any aspect of the Contest.

- 8. **Copyright.** By entering the Contest, each contestant grants to Sponsor an exclusive, royalty-free and irrevocable right and license to publish, print, edit or otherwise use the contestant's submitted entry, in whole or in part, for any purpose and in any manner or media (including, without limitation, the Internet) throughout the world in perpetuity, and to license others to do so, all without limitation or further compensation. Each contestant further agrees that if his/her entry is selected by Sponsor as the winning entry, he/she will sign any additional license or release that Sponsors may require, and will not publicly perform or display his or her submission without the express permission of Sponsors.
- 9. <u>Construction</u>. 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 such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.
- 10. <u>Sponsor</u>. The WBIR Tailgate Photo Sweepstakes is sponsored by WBIR-TV. The decisions of Sponsor and the Contest judges regarding the selection of winners and all other aspects of the Contest shall be final and binding in all respects. Sponsor will not be responsible for typographical, printing or other inadvertent errors in these Official Rules or in other materials relating to the Contest. For a list of winners (available after Friday, Sept 9, 2017), or a copy of these Official Rules, visit wbir.com or send a self-addressed, stamped envelope to "Winners List/Official Rules" (as applicable), WBIR Tailgate Photo Contest, WBIR-TV, 1513 Bill Williams Ave., Knoxville, TN 37917. If you have any questions regarding this Contest, please contact Kara McFarland at 865.637.1010 or kmcfarland@wbir.com