

WKBN 27 Caring for Our Community Creative Classroom Contest Official Rules

1. Sponsors. This contest (“Contest”) is sponsored by WKBN (“Station”), 3930 Sunset Blvd., Youngstown, OH 44512 Window World, 8070 Southern Blvd., Boardman OH 44512, Huntington Bank, 23 East Federal St., Youngstown, OH 44503, Dunkin’ Donuts, 130 Royall St., Canton, MA 02021, One Health Ohio, 726 Wick Ave., Youngstown OH 44505, and Columbiana Chrysler Jeep Dodge, 100 Commerce Circle, Columbiana OH 44408 (collectively, the “Sponsors”). This Contest is void where taxed, restricted, or prohibited and is subject to all local, state, and federal laws. By entering, each entrant accepts and agrees to be bound by these Official Rules and the decisions of the Sponsor(s), which shall be final and not subject to appeal.

2. Eligibility. No purchase necessary to enter. The Contest is open to permanent legal U.S. residents who reside within WKBN’s viewing area and who are at least 18 years of age, and are actively employed educators at any elementary, junior or senior high school in Mahoning, Columbiana, Trumbull and Mercer counties at the time of entry. Current or former employees of WKBN, Nexstar Media Group, Inc. and its subsidiaries, the other Sponsors, the other television and radio stations and multichannel video programming distributors in WKBN’s viewing area, their parent companies, subsidiaries, affiliates, advertising or promotional agencies (including anyone who prepares and/or distributes Contest materials), and the immediate family members or persons living in the same household (whether related or not) of all the foregoing are not eligible to participate or win. The term “immediate family members” includes spouses, grandparents, parents, siblings, children and grandchildren.

Participants are eligible to win a WKBN contest or sweepstakes only once every 30 days. Only one (1) winner per household is permitted in any contest or sweepstakes. Participants are eligible to win a prize valued at \$600.00 or more only once every six (6) months. Text, data, or messaging rates may apply.

3. Entry. This Contest will accept entries beginning on Friday, October 30, 2020 at 5:00AM EST and ending on Monday, December 7, 2020 at 10:00AM EST. To enter the Contest, entrants must visit www.wkbn.com/contests and fill out the entry form. Entrants must include their name, date of birth, phone number, e-mail address, school name, county of school, school address, school phone number, name of school principal and a short original essay, 500 words or less, about how they would use \$500 to creatively advance education in their classroom in order to enter. All entries must conform to the essay restrictions below in order to enter. Incomplete or nonconforming will not be considered. All entries must be received by December 7, 2020 at 10:00AM EST. One (1) entry per person will be accepted.

The eligible entries will be judged by a five (5) member panel of judges, consisting of employees of the Station and Sponsor. The judges will use the following criteria to select the winners:

JUDGING CRITERIA:

- 55% Concept and Clarity (of teacher’s proposed use of the prize), and,
- 45% Originality and Creativity.

All eligible entries will be separated by county of the school (Mahoning, Columbiana, Trumbull and Mercer). The judges will select one (1) winner from each county.

If a tiebreaker is necessary, the eligible entry with the highest Concept and Clarity score will be determined as the winner.

Sponsors are not responsible for technical or computer, telephone service outages, delays, equipment malfunctions, busy signals, hang-ups, errors or data loss of any kind, lost or unavailable connections, or late, lost, failed, illegible, incomplete, garbled or deleted entries, transmissions, or voicemails or other network or technological difficulties that may prevent an individual from completing his/her telephone call or online entry, or for printing errors in any advertisement, entry form, or the rules.

An entrant may use only one email address to submit entries during the Contest. If an entrant uses multiple email addresses to submit more than one entry per day, the entrant will be disqualified. For entries submitted online, entries will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry. The authorized account holder is the natural person who is assigned to the e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning the e-mail address or the domain associated with the submitted e-mail address. Any automated or computer-generated entries, fake or duplicate identities, spam, or improper techniques (as determined by the Sponsors) will be disqualified. Any questions regarding the validity, completeness, or number of entries submitted by an individual or the identity of the authorized account holder of an e-mail address, phone number, or social media profile shall be determined by Sponsors in its/their sole discretion. The Sponsors reserve the right to disqualify any entrant who acts in a disruptive, harassing, vulgar, or unsportsmanlike manner, as determined by the Sponsors in its/their sole discretion.

Entry materials that have been tampered with or altered are void. If the Sponsors determine, in their sole discretion, that there is any suspected or actual tampering with the Contest (electronic or otherwise) or if technical difficulties (e.g. infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsors) compromise the security, fairness, integrity or administration of the Contest, the Sponsors reserve the right to void the entries at issue and/or modify, suspend, cancel or terminate the Contest and conduct a random drawing to award the prize among all eligible entries received as of the termination date. If the Contest is terminated due to tampering or technical difficulties prior to its expiration date, notice will be posted online at www.wkbn.com. Sponsors reserve the right to disqualify any entrant that tampers with the operation of the Contest or website or violates the Official Rules of the Contest. Entries not conforming to announced entry specifications will not be acknowledged or returned.

CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSORS RESERVE THE RIGHT TO

PROSECUTE OR SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

By entering this Contest online, participants agree to www.wkbn.com's Terms of Use and the Privacy Policy located at www.nexstar.tv/privacy-policy. All entry information becomes the property of the Sponsors, and entrants grant the Station the right to distribute all of their entry information to the other Sponsors. By entering, entrants grant the Sponsors the right to broadcast and distribute their name, image, likeness, voice, entry materials, and biographical information in any media whatsoever, including on the air on the Station and on www.wkbn.com, for any purpose whatsoever, worldwide, in perpetuity, without any further authorization from or compensation to the entrant.

4. Odds of Winning. The odds of winning depend on the number and caliber of eligible entries received.

5. Essay Restrictions. Proposals submitted by the entrants/participants may not contain, as determined by the Sponsors in its sole discretion, any content that:

- a. is obscene, offensive, sexually explicit or suggestive; violent; derogatory of any ethnic, racial, gender, religious, professional or age group; endorses any form of hate or hate group; profane or pornographic; contains nudity;
- b. promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- c. defames, misrepresents or contains disparaging remarks about any person or company;
- d. contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, without permission, to the extent permission is necessary; contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- e. contains copyrighted materials owned by others (including, without limitation, photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission, to the extent permission is necessary;
- f. contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission, to the extent permission is necessary;
- g. contains look-alikes of celebrities or other public or private figures, living or dead;
- h. communicates messages or images inconsistent with the positive images and/or good will to which Sponsor wishes to associate; and/or
- i. violates any law or regulation.

By entering this Contest, entrant acknowledges and agrees that all entries become the property of the Sponsors and will not be returned or acknowledged. To be eligible, an entry must be the entrant's original proposal, may not have been entered in any other contest, won any other prize

or have been previously published in any other medium. If the proposal contains any material or elements that are not owned by the entrant, and/or which are subject to the rights of third parties (e.g., proposal contains portions written by someone other than entrant), the entrant is responsible for obtaining, prior to submission of the entry, any and all releases and consents necessary to permit the use and exhibition of the entry by Sponsors in the manner set forth in these Official Rules, including, without limitation, permission from the owner to use the content and permissions from any person (or, if a minor, his/her parent or legal guardian) who appears in or is identifiable in the entry. Sponsors reserve the right to request proof of these permissions in a form acceptable to Sponsors from any entrant at any time. Failure to provide such proof will render entry null and void.

6. Prize(s). There will be four (4) winners in this Contest. On December 13, 2020 at 12:00PM EST, a panel of judges as detailed above will select one (1) winner from each of the four (4) above referenced counties. The winners will be notified, subject to and with school administration approval and coordination, between December 16-25, 2020. Each winner will receive one (1) check for \$500.00, to be applied toward advancing education in their classroom. The approximate retail value of the prize is \$500.00. Entrants can win only once.

The potential winner's school principal will be contacted by a representative of the Sponsors, and must reply within four (4) business days to maintain eligibility. If a potential school principal cannot be contacted within this time period or fails to respond to any attempted contact, such potential winner will be disqualified, his/her entry will be declared null and void and the Sponsors reserve the right, in their sole and absolute discretion, to choose another potential winner by the process referred to above.

All results are unofficial until winners are verified by the Sponsors. Prizes may not be exchanged, substituted, transferred or redeemed for other prizes by winner. Cash will not be awarded as a substitute for prize. Prizes are awarded 'as is' with no guarantees or warranties as to use, merchantability, or fitness for a specific purpose, and the Sponsor(s) is/are not responsible for defective prizes. Sponsors reserve the right to substitute a prize in their sole discretion without an on-air or off-air announcement, in which case a prize of equal or greater value will be awarded. Other terms and conditions may apply.

7. Conditions for Acceptance of the Prizes. The winners must personally accept the prize at their respective school location. Prizes will not be mailed. The prize must be claimed by January 1, 2021 at 5:00PM EST or it/they will be forfeited. Winner will be required to provide a valid government issued photo identification card and to execute an affidavit of eligibility and publicity and liability release prior to receiving their prize. The Station may require the winner's guests, invitees, or travel companions to sign liability releases prior to receiving the prize. All unclaimed or rejected prizes will be forfeited. Failure by the winners to respond to the Station's messages, calls, e-mails or other notification will lead to forfeiture of the prizes. Failure to completely fill out and sign all waivers, releases, or forms requested by the Station will result in forfeiture of the prizes. The Station then has the right, at its discretion, to award that prize to another winner using the method described above. A winner who forfeits any prize is not eligible to win another contest or sweepstakes conducted by the Station for thirty (30) days.

Payment of all federal, state and local taxes is the sole responsibility of the winners and the winners may receive an IRS 1099 Form or equivalent from the Sponsors. The Sponsors will report any individual winnings over \$600 (in cash or fair market value of goods or services) in a one year period to the Internal Revenue Service. Winners are required to fill out any tax forms requested by the Sponsors in order to receive their prizes.

Winners will be solely responsible for any and all license and registration fees, accommodations, transportation costs, gratuities and all other items of an incidental nature. All expenses on receipt and use of prizes are the sole responsibility of the winners, the Sponsors are not responsible for any weather changes or extenuating circumstances relating to a prize received. The Sponsors are not responsible for replacing or reimbursing winners with any form of compensation for events that are delayed or canceled. All delays and cancellations are deemed beyond the control of the Sponsors. This includes, but is not limited to, event cancellations, trip schedule changes, flight cancellations, changes in travel arrangements, travel delays of any form and duration, game cancellations and delays, as well as all acts of nature. The Sponsors are not responsible for any expenses incurred by Contest winners as a result of such delays or cancellations. Sponsors will not be responsible for failure to supply the prizes by reason of any force majeure events, such as acts of God, war, local/state/national public emergencies, pandemics, travel bans, terrorist attacks, unusually severe weather, labor strikes, or other causes beyond the control of the Sponsors.

By accepting the prize, the winners agree to have their name, voice, likeness, biographical information, and entry materials used in any advertising or broadcasting material relating to this Contest, and in any media whatsoever, including the Station and on www.wkbn.com, for any purpose whatsoever, worldwide, in perpetuity, without any further authorization or compensation to the winners.

8. Social Media. For contests or sweepstakes conducted or promoted on Facebook, Twitter, Instagram, YouTube, Snapchat, iHeartRadio, or any other social media website (each a “Social Media Site” and collectively the “Social Media Sites”), the Sponsors reserve the right to void any entrant’s entry in the Contest for failure to abide by the guidelines, policies, or procedures of the applicable Social Media Site, and to delete or remove any of entrant’s related “Likes,” comments, posts, tweets, videos, photos, user generated content, or other electronic messages, communications, or submissions at their discretion. The Sponsors also reserve the right to block, ignore, report, and/or completely prevent any entrant, account, user, or profile from accessing the Contest and/or the Sponsors’ profiles, accounts, websites, blogs or handles. This Contest is in no way sponsored, endorsed or administered by, or associated with the Social Media Sites. By entering this Contest, entrants agree to release and hold the Social Media Sites harmless from any or all claims, liability, damages, judgments, fines, costs, expenses related to or associated with their participation in this Contest. Entrants understand that by logging-in to the applicable Social Media Site, that they agree to comply with the Social Media Site’s Terms of Service, and that their personal information is subject to the Privacy Policies and information collection practices of the Social Media Site. Entrants agree that the Sponsors are not responsible for the collection, disclosure, transfer, or dissemination of their personal information, whether directly or indirectly, by third party advertisers, marketers, or any other transferees. For entries submitted through the Social Media Sites, the Sponsors may be limited to using the information in a manner set forth by the Social Media Sites and in no other way.

9. Limitation on Liability. Sponsors disclaim all liabilities to the winners with respect to receipt and use of the prizes. Winners and their guests or travel companions, by acceptance of their prizes, agree to release and hold the Sponsors and its/their affiliated companies, their advertising, promotion and production agencies, and their respective parent companies, subsidiaries, affiliates, officers, shareholders, directors, employees, agents and representatives harmless from any and all liability, claims, causes of actions, damages, fines, and costs of any kind whatsoever (including reasonable attorney's fees) which may be sustained directly or indirectly to persons or property in connection with the receipt, ownership or use of the prize or while preparing for, participating in, and/or traveling to any Contest or prize-related activity.

10. Reservation of Rights. Sponsors reserve the right to make changes to these Official Rules in their sole discretion, which will become effective upon announcement. Sponsors reserve the right to cancel or terminate this Contest for any reason in the event that it cannot be run or administered as intended by the Sponsors. Any such changes or termination will be announced on www.wkbn.com.

11. Contact Information. For questions or more information about this Contest, please contact WKBN at 3930 Sunset Blvd., Youngstown OH 44512. For a copy of these rules, addendum, and/or list of winners please go to www.wkbn.com or send a self-addressed stamped envelope to WKBN at 3930 Sunset Blvd., Youngstown OH 44512 within sixty (60) days of the end of this Contest.