

Biggest Fan Photo Contest Official Rules

1. Sponsors. This contest (“Contest”) is sponsored by WJTV (“Station”), 1820 TV Road, Jackson, MS 39204 and Gulf States Toyota, 1375 Enclave Pkway, Houston, TX 77077 (collectively, the “Sponsor(s)”). 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 WJTV’s viewing area and who are at least 18 years of age at the time of entry. Current or former employees of WJTV, Nexstar Media Group, Inc. and, the other Sponsors, the other television and radio stations and multichannel video programming distributors in WJTV’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 WJTV contest or sweepstakes only once every 30 days. Only one 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 months. Text, data, or messaging rates may apply.

3. Entry. This Contest will accept entries beginning on September 7, 2017 at 8:00am CST and ending on October 14, 2017 at 5:00pm CST. To enter the Contest, entrants must visit www.WJTV.com/contest to submit the entry form. Entrants must include their name, phone number, e-mail address, date of birth and a photo of a sports fan in order to enter. All photos must conform to the photo restrictions below in order to enter. Photos will be available for public view and voting and will be vetted prior to posting to the Station’s website. Incomplete entries will not be considered. All entries must be received by October 14, 2017 at 5:00pm CST. Up to 5 entry/entries per person will be accepted.

Sponsor(s) is/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 Sponsor(s)) 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 Sponsor(s) in its/their sole discretion. The Sponsor(s) reserve(s) the right to disqualify any entrant who acts in a disruptive, harassing, vulgar, or unsportsmanlike manner, as determined by the Sponsor(s) in its/their sole discretion.

Entry materials that have been tampered with or altered are void. If the Sponsor(s) determine(s), in its/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 Sponsor(s)) compromise the security, fairness, integrity or administration of the Contest, the Sponsor(s) reserve(s) 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.wjtv.com. Sponsor(s) reserve(s) 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.wjtv.com's Terms of Use and the Privacy Policy located at www.wjtv.com/privacy-policy. All entry information becomes the property of the Sponsor(s), and entrants grant the Station the right to distribute all of their entry information to the other Sponsor(s). By entering, entrants grant the Sponsor(s) 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.wjtv.com, for any purpose whatsoever, worldwide, in perpetuity, without any further authorization from or compensation to the entrant.

4. Voting. Entries will be posted on the Station's contest page at www.wjtv.com to be voted on by the public. Voting may begin at 8:00AM CST on October 15, 2017, and close at 5:00PM CST on November 8, 2017. There is a limit of FIVE (5) votes per person, per day. The eligible entry/entries that receive the highest number of votes will be determined the winner(s). In the event of a tie, there will be a random drawing.

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

6. Photo Restrictions. Photos submitted by the entrants/participants may not contain, as determined by the Sponsor 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. contains products or trademarks of any Sponsor competitor;
- d. defames, misrepresents or contains disparaging remarks about any person or company;
- e. 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;
- f. 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;
- g. 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;
- h. contains look-alikes of celebrities or other public or private figures, living or dead;
- i. communicates messages or images inconsistent with the positive images and/or good will to which Sponsor wishes to associate; and/or
- j. 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 photograph, may not have been entered in any other contest, won any other prize or have been previously published in any other medium. In connection with an entrant's submission, the entrant affirms, represents, and/or warrants that: (i) you own or have the necessary licenses, rights, consents and permissions to use and authorize the Sponsors to use all copyright, trademark or other proprietary rights in and to such submission to enable inclusion and use of the submission in the manner contemplated by these Contest rules; and (ii) if applicable, entrant has the written consent, release and/or permission of each and every identifiable individual person in the submission to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the submission in the matter contemplated by these Contest rules. The Sponsors reserve the right to reject and disqualify any submissions that do not meet the terms and conditions of these Contest rules. Sponsor(s)

reserve(s) the right to request proof of these permissions in a form acceptable to Sponsor(S) from any entrant at any time. Failure to provide such proof will render entry null and void.

7. Prize(s). There will be One winner in this Contest. On November 9, 2017 at 12:00pm CST, the entry, from all eligible entries, that receives the highest number of votes will be determined the winner and notified that they won by phone or e-mail. If two or more eligible entries are tied, the winner will be determined by a random drawing. The winner(s) will receive 40” Samsung Smart HD TV. The approximate retail value of the prize(s) is \$600. Entrants can win only once.

The potential winners will be contacted by a representative of the Sponsors, and must reply within 36 hours to maintain eligibility. If a potential winner 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 select the eligible entry with the next-highest number of votes, in which event these provisions shall apply to such other eligible entry. The Sponsors also reserve the right to ask for proof to validate the authenticity of the photo submitted. If, in the Sponsors’ sole judgment and discretion, valid proof of the photo’s authenticity is not provided, the Sponsors reserve the right to choose another potential winner by the process referred to above.

All results are unofficial until winner(s) is/are verified by the Sponsor(s). 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. Sponsor(s) reserve(s) 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.

8. Conditions for Acceptance of the Prize(s). The winner(s) must claim the prize(s) in-person at the Station, located at 1820 TV Road, Jackson, MS during regular business hours (Monday – Friday from 8:00 AM- 5:00PM. Prize(s) will not be mailed under any circumstances. The prize(s) must be claimed by November 30, 2017 at 4:00pm, CST or it/they will be forfeited. Winner(s) 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(s). 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 winner(s) to respond to the Station’s messages, calls, e-mails or other notification will lead to forfeiture of the prize(s). Failure to completely fill out and sign all waivers, releases, or forms requested by the Station will result in forfeiture of the prize(s). 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 winner(s) and the winner(s) may receive an IRS 1099 Form or equivalent from the Sponsor(s). The Sponsor(s) 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. Winner(s) is/are required to fill out any tax forms requested by the Sponsor(s) in order to receive their prize(s).

Winner(s) 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 prize(s) are the sole responsibility of the winner(s), the Sponsor(s) is/are not responsible for any weather changes or extenuating circumstances relating to a prize received. The Sponsor(s) is/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 Sponsor(s). 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 Sponsor(s) is/are not responsible for any expenses incurred by Contest winners as a result of such delays or cancellations. Sponsor(s) will not be responsible for failure to supply the prize(s) by reason of any force majeure events, such as acts of God, war, terrorist attacks, unusually severe weather, labor strikes, or other causes beyond the control of the Sponsor(s).

By accepting the prize, the winner or 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.wjtv.com, for any purpose whatsoever, worldwide, in perpetuity, without any further authorization or compensation to the winner(s).

9. 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’ profile(s), account(s), website(s), blog(s) or handle(s). 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.

10. Limitation on Liability. Sponsor(s) disclaim(s) all liabilities to the winner(s) with respect to receipt and use of the prize(s). Winners and their guests or travel companions, by acceptance of their prize(s), agree to release and hold the Sponsor(s) 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.

11. Reservation of Rights. Sponsor(s) reserve(s) the right to make changes to these Official Rules in their sole discretion which will become effective upon announcement. Sponsor(s) reserve(s) 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 Sponsor(s). Any such changes or termination will be announced on www.wjtv.com.

12. Contact Information. For questions or more information about this Contest, please contact WJTV at 1820 TV Road, Jackson, MS 39204. For a copy of these rules, addendum, and/or list of winners please go to www.wjtv.com or send a self-addressed stamped envelope to WJTV within sixty (60) days of the end of this Contest.