



California Oregon Broadcasting, Inc.
Established 1933



2021 KOBI-TV NBC5/KOTI-TV NBC2

SUPER POSITIVE VIDEO CONTEST OFFICIAL RULES

NO PURCHASE REQUIRED TO ENTER OR WIN. MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING A PRIZE. VOID WHERE PROHIBITED.

OVERVIEW/CONTEST PERIOD: KOBI-TV NBC5/KOTI-TV NBC2 SUPER POSITIVE VIDEO CONTEST (the “Contest”), sponsored by KOBI-TV NBC5/KOTI-TV NBC2 and Josephine County Prevention (the “Sponsors”) begins on Friday, July 23, 2021 at 12:01:00 a.m. Pacific Daylight Time and ends on Monday, January 31, 2022 at 11:59:00 p.m. Pacific Standard Time (the “Contest Period”). The Contest is subject to all applicable federal, state and local laws and regulations. By participating, you agree to abide by, and be bound by, these Official Rules and the decisions of the judge’s panel, which shall be final and binding in all matters relating to the Contest.

ELIGIBILITY: The Contest is open to all Southern Oregon and Northern California residents within the Medford/Klamath Falls broadcast DMA (Designated Market Area which consists of the following counties: Jackson, Josephine, Siskiyou, Lake, Curry, and Klamath) and in the significantly viewed Oregon counties of Coos and Douglas, who are between 15 and 18 years of age at the time of entry in the Contest. A parent or guardian must approve each entry submission. The Contest is not open to staff members of KOBI-TV NBC5/KOTI-TV NBC2, their respective affiliates, subsidiaries and advertising or promotional agencies, or to the immediate family members of, or any persons domiciled with any such staff members. For purposes of the Contest, “immediate family members” are defined as a Contestant’s spouse, parents, children, siblings, grandparents and grandchildren. The Contest is also not open to staff members, officers and directors of Josephine County Prevention, their respective subsidiaries, affiliates, authorized agents, sales representatives, distributors, advertising and promotional agencies and members of the immediate families (Non-eligibility or non-compliance with any of these Official Rules will result in disqualification.)

HOW TO ENTER: Entrant is to create an original video production of :30 (thirty-seconds) in length. Entrant information, along with parent or guardian if entrant is under 18 year-of-age, is to be submitted on the entry page on KOB15.com.

Entries are to convey a message about the value of having a clear mind – free of any substance – and address one of the following seven (7) topics: Believe in yourself, Never give up, Be grateful, Work hard, Stay humble, Be kind, and Keep smiling. Entrants can submit more than one entry, but each entry will be judged solely on its own merits. Entries with defamatory, derogatory, or indecent content will be disqualified and will not be considered for the Prize.

Entrant must confirm that all content contained in the submission is original and solely-owned by entrant, and person(s) in the video agree to allow use of their images and/or audio by Sponsors whether or not they win the contest.

During the contest, KOBI-TV may choose to showcase select entries on-air and/or on other digital platforms. Such showings will not aide or hinder said entry in the competition to be winning selection.

Rules and information are also on the Contest/Sweepstakes page on KOB15.com

<https://kobi5.com/about/contests/> <https://kobi5.com/contest-rules/>

WINNER SELECTION AND ANNOUNCEMENT: Winner will be selected by a panel of judges composed of members of staff from KOB1-TV, Josephine County Prevention, and from entry age peer group.

Winner will be announced on: Sunday, February 13, during Super Bowl LIV Pre-Game (Winning PSAs will be featured during the Winter Olympics and other programming from February 14-20.)

PRIZE: \$6,000 in scholarships will be awarded to the winning entrants. First place: \$3,000. Second place: \$2,000. Third place: \$1,000.

CLAIMING PRIZE: Following the determination of the winning entrant, Sponsor will contact entrant via phone and email and inform them that they are the winner. The winner will be required to reaffirm to Sponsor eligibility information. The Prize Winner must certify they are of eligible age at time of recognition and of eligible county residency. Each prize winner, and parent or guardian, may be required to complete, sign, and return an Affidavit of Eligibility, Liability Release, and Publicity Release within three (3) days of receipt of prize notification. If a potential winner cannot be reached after reasonable efforts have been made (as determined by Sponsor at its discretion), if a prize notification is returned as undeliverable, if a potential winner is determined by Sponsor to be ineligible, or if a potential winner cannot or does not comply with these Official Rules, they will be disqualified and, at Sponsor's discretion, an alternate potential winner may be selected by the judging panel. The awarding of the prize is subject to the restrictions and limitations in these Official Rules, or included with the prize or furnished at the time of prize fulfillment. If a winner is unable to accept their prize as described herein for any reason, the prize will be forfeited.

PUBLICITY CONSENT: Except where prohibited, acceptance of a prize constitutes the winner's permission for Sponsor to use submitted video production and their name, voice, biographical information (city/state), recorded image, photograph and/or likeness for purposes of advertising and trade worldwide, in commerce and in all media now known or hereafter discovered, including but not limited to social media and the internet, without further notice, permission or compensation.

LIMITATION OF LIABILITY: By entering, each entrant agrees to indemnify, release, defend and hold harmless the Sponsor (KOB1-TV NBC5/KOTI-TV NBC2), and Josephine County Prevention, each of their respective parent companies, affiliates, subsidiaries, authorized agents, sales representatives, distributors, and advertising and promotional agencies, and each of their respective officers, directors, shareholders, members, successors, agents, assigns and staff members (collectively, the "Released Parties") from and against any and all liability for damages or causes of action (however named or described), with respect to or arising out of: (i) entrant's participation in the Contest; or (ii) the receipt, possession and/or use or misuse of any prize (if awarded to them).

BY ENTERING, YOU AGREE, TO THE EXTENT ALLOWED BY APPLICABLE LAW, THAT IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING IN ANY WAY FROM OR IN CONNECTION WITH YOUR PARTICIPATION IN THIS CONTEST OR ACCEPTANCE OR USE/MISUSE OF ANY PRIZE (IF AWARDED TO YOU), INCLUDING BUT NOT LIMITED TO TRAVEL RELATED THERETO. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

GENERAL CONDITIONS: The Released Parties are not responsible for: (i) electronic transmissions or submissions that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, misdirected, or not received by Sponsors for any reason; (ii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures or human error that may occur in the

transmission, receipt or processing of submissions, or for deletion, theft or destruction of, unauthorized access to, or alteration of, submissions; (iii) failed or unavailable hardware, network or software; (iv) causes beyond Sponsor's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Contest; (v) any submissions submitted in a manner that is not expressly allowed under these Official Rules (all such Entries will be disqualified); (vi) incorrect or inaccurate entry information whether caused by entrants or by any of the equipment or programming associated with or utilized in the Contest; (vii) any typographical or other error in any printing or advertising relating to the Contest, in the administration or execution of the Contest, or in the announcement of the prize winners; (viii) damage to any person's computer; or (ix) cheating or fraud by any participant. All incomplete or non-conforming submissions will be disqualified.

If for any reason the Contest cannot be executed as planned, including but not limited to any printing, administrative, human or other error of any kind, transmission failure, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Contest, or if the Contest is compromised or becomes corrupted in any way, electronically or otherwise, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest without notice. If the Contest is terminated prior to the stated end date of the Contest Period, the prize will be awarded in a random drawing from among all eligible, non-suspect Contest received as of the time/date of termination. Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with or attempts to tamper with the entry process or the operation of the Contest generally, or who acts in violation of these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that term.

CAUTION: ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO DISQUALIFY AND SEEK DAMAGES OR OTHER REMEDIES FROM ANY PERSON RESPONSIBLE FOR SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

By accepting a prize, the winner acknowledges that the Sponsors have neither made, nor is in any manner responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to the prize or any portion thereof, including but not limited to its quality, mechanical condition or fitness for a particular purpose.

ENTRANTS' PRIVACY: Any personally identifiable information collected in connection with an entrant's participation in this Contest will be used by Sponsor, its affiliates, agents and marketers only for purposes of the proper administration and fulfillment of the Contest, as described in these Official Rules.

DISPUTES/VENUE/GOVERNING LAW: By participating, entrants agree that: (i) any and all disputes, claims and causes of action arising out of, or connected with, this Contest or the prizes shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal, state or local court, (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including but not limited to costs associated with entering this Contest, but in no event attorney fees, and (iii) to the extent allowed by applicable law, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental and/or consequential damages and/or any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants' rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Oregon, without giving effect to any choice of law or conflict of law rules (whether of Oregon or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than Oregon.

In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials or made by any of the Released Parties, and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.

SEVERABILITY: The invalidity or unenforceability of any provision of these Official Rules shall 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 shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

WINNER LISTING: The prize winner will be announced as outlined above. For limited information on the prize winner, as allowed by law, and available only after the winner is verified, send a self-addressed, stamped envelope to: Super Positive Video Contest Contest Winner, KOB-TV NBC5, 125 South Fir Street, Medford, OR 97501 by Friday, March 31, 2022.

SPONSORS: This Contest is sponsored solely by KOB-TV NBC5/KOTI-TV NBC2, and Josephine County Prevention.

Any questions, comments or complaints regarding this Contest must be directed to the Sponsors only.

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KOB-TV/NBC5

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KOTI-TV/NBC2

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