

**2022-2023 KOB-TV NBC5/KOTI-TV NBC2
SUNDAY NIGHT FOOTBALL PICK 1 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: Sunday Night Football Pick 1 Contest (the "Contest"), sponsored by KOB-TV NBC5/KOTI-TV NBC2 and Airport Chevrolet Buick GMC Cadillac (the "Sponsors") begins on Tuesday, September 6, 2022 at 7:00 p.m. Pacific Daylight Time and ends on Sunday, January 8, 2023 at 5:00 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. Entrants must be 18 years of age or older, and possess a valid driver's license. The Contest is not open to staff members of KOB-TV NBC5/KOTI-TV NBC2 and Airport Chevrolet Buick GMC Cadillac, 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. (Non-eligibility or non-compliance with any of these Official Rules will result in disqualification.)

HOW TO ENTER:

Each week during the regular 2022 NFL Football Regular Season, Airport Chevrolet General Manager Steve Miller and NBC5 News Anchor Grace Smith (or other substitute participants) will each select one of the competing teams to win the upcoming weekend's Sunday Night Football game airing on NBC5/NBC2. These weekly picks will be announced during Your Place @7 on Tuesdays and on the KOB5.com entry page, beginning on September 6, 2022.

Viewers enter by choosing Steve or Grace to have the winning pick that week. Contestants can enter on the Contest//Sweepstakes page on www.KOB5.com

Contest Sunday Night Football games are from September 11, 2022, to January 8, 2023. (Excludes Season Kick-Off on September 8, Thanksgiving Day game, and post-season games.) Entries will close each Sunday at 5pm, before that week's game kicks off.

Limited to one entry per week per person. Multiple entries will be disqualified.

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: Correct entries (based on the outcome of the game, and the contestant's decision to pick Steve or Grace's pick as the winning team) will be entered in a random drawing to be that week's winner. That weekly winner will be announced during Your Place @7 on Tuesday following the game.

In the event any game ends in a tie, a winner will be drawn at random from all entries received for that week's game.

PRIZES: Each week the randomly selected winning entry (subject to meeting eligibility requirements) will be awarded one (1) gas gift card valued at one-hundred dollars (\$100). Weekly Prize value is \$100.

At the end of the season, each weekly winner will be entered in a random drawing for the Grand Prize: a gift certificate for a Full Auto Detail plus Lube, Oil and Filter from Airport Chevrolet Buick GMC Cadillac, and a one-hundred-dollar (\$100) gas gift card. The Grand Prize winner will be announced on Tuesday, January 10, 2023. Grand Prize value is \$400.

CLAIMING PRIZES: Following the determination of the winning entrant, Sponsor will contact entrant via phone and/or email and inform them that they are the winner. The winner will be required to reaffirm they meet all eligibility requirements. The Prize Winner must certify they are of eligible age at time of recognition and of eligible county residency. Each prize winner 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 winner will be selected by random drawing. The awarding of the Weekly Prizes and Grand 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 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 internet websites, without further notice, permission or compensation.

LIMITATION OF LIABILITY: By entering, each entrant agrees to indemnify, release, defend and hold harmless the Sponsors, 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 (Sponsors) 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, publishing, 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, Sponsors reserve 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 prizes will be awarded in a random drawing from among all eligible, non-suspect Contest entries 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 and promotion of the Contest, as described in these Official Rules. However, should entrant choose to opt-in to receive email news updates or email contest and promotional updates, entrant's email address will be used for that purpose. Note: Choosing not to opt-in in to receive such email updates will not impact chances of winning the Weekly Prize or Grand Prize.

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 winners will be announced as outlined above. For limited information on the prize winner, as allowed by law, and available only after the winners are verified, send a self-addressed, stamped envelope to: Pick 1 Contest Winners, KOB-TV NBC5, 125 South Fir Street, Medford, OR 97501 by Thursday, March 31, 2023.

SPONSORS: This Contest is sponsored solely by KOB-TV NBC5/KOTI-TV NBC2 and Airport Chevrolet Buick GMC Cadillac.

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

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