

**2022 KOBİ-TV NBC5/KOTI-TV NBC2  
BATTLE AT THE BORDER SWEEPSTAKES  
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/SWEEPSTAKES PERIOD: KOBİ-TV NBC5/KOTI-TV NBC2 Battle at the Border Sweepstakes (the "Sweepstakes"), solely sponsored by KOBİ-TV/NBC5 (NBC5) begins on Wednesday, September 28, 2022 at 12:01:00 a.m. Pacific Daylight Time ("PDT") and ends on Thursday, October 6, 2022 at 10:59:59 a.m. PDT (the "Sweepstakes Period"). The Sweepstakes 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 Sweepstakes.

ELIGIBILITY: The Sweepstakes 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 18 years or older at the time of the Sweepstakes. The Sweepstakes is not open to staff members of KOBİ-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 Sweepstakes, "immediate family members" are defined as entrant's spouse, parents, children, siblings, grandparents and grandchildren. The Sweepstakes is also not open to staff members, officers and directors of Medford Rogues, 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: Contestants enter at KOBİ5.com on the Battle at the Border page. Entrants must be 18 or over to enter. Limit one (1) entry per person per day. Rules and information are on the Sweepstakes page <https://kobi5.com/about/contests/battle-at-the-border-sweepstakes/> Mail entries will be accepted as long as they are received by the deadline. Sponsors are not responsible for lost or misdirected entries. Mail to: Battle at the Border c/o KOBİ-TV P. O. Box 1489 Medford, OR 97501

Limit one (1) prize per person.

WINNER DRAWING AND ANNOUNCEMENT: Each day during NBC5 News Sunrise from Monday, October 3, 2022, through Friday, October 7, 2022, one winner will be announced. Winners will be selected by a random drawing of all eligible entries received as of the previous business day at Noon. Each potential winner must meet all eligibility requirements set forth in these Official Rules and comply with these Official Rules to qualify for the prize. Winners will be announced on the KOBİ-TV entry page.

PRIZES: Each winner receives two tickets to the Battle at the Border between the OSU Beavers and the Sacramento State Hornets at Harry & David Field, home of the Medford Rogues, on Saturday, October 8 at 1:05pm or 4pm. Value: \$40. A total of Five (5) prize packages will be awarded.

**ODDS:** The odds of winning a prize depend on the total number of eligible Entries received during the Sweepstakes Period.

No cash redemption or other substitution or prizes allowed, in whole or in part, except as provided herein. The winners are responsible for all federal, state and/or local income taxes on their prizes. All prizes will be awarded provided they are claimed properly in accordance with these Official Rules.

**CLAIMING PRIZES:** Following the random sweepstakes drawing, Sponsor will contact winning entry via phone and/or email. Prize Winners must certify they are of minimum eligible age at time of recognition and of eligible county residency. Birth certificate, valid state driver's license, or state-issued identity cards are acceptable forms of proof. 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 potential winner may be selected from among the remaining eligible Entries received (time permitting).

The awarding of each 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 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 (KOBI-TV NBC5/KOTI-TV NBC2), Medford Rogues, 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 Sweepstakes; 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 SWEEPSTAKES 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 Nominations that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, misdirected, or not received by Sponsor 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 Nominations, or for deletion, theft or destruction of, unauthorized access to, or alteration of, Nominations; (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 Sweepstakes; (v) any Nominations 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 Sweepstakes; (vii) any typographical or other error in any printing or advertising relating to the Sweepstakes, in the administration or execution of the Sweepstakes, 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 Nominations will be disqualified.

If for any reason the Sweepstakes 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 Sweepstakes, or if the Sweepstakes 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 Sweepstakes without notice. If the Sweepstakes is terminated prior to the stated end date of the Sweepstakes Period, the prizes will be awarded in a random drawing from among all eligible, non-suspect Sweepstakes 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 Sweepstakes 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 SWEEPSTAKES 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, each winner acknowledges that the Sponsor has 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 Sweepstakes will be used by Sponsor, its affiliates, agents and marketers only for purposes of the proper administration and fulfillment of the Sweepstakes, as described in these Official Rules. Notwithstanding the above, should nominator opt in to KOB-TV mailing lists for Contests/Sweepstakes or other news alert email lists, information collected will be used by KOB-TV for the stated purpose(s).

**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 Sweepstakes 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 Sweepstakes, but in no event attorneys' 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 Sweepstakes, 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 Sweepstakes-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.

**WINNERS LIST:** For the names of the prize winners, available after all winners are verified, send a self-addressed, stamped envelope to: Battle at the Border Winners List, KOB-TV NBC5, 125 South Fir Street, Medford, OR 97501 by Friday, December 23, 2022.

**SPONSOR:** This Sweepstakes is sponsored solely by KOB-TV NBC5/KOTI-TV NBC2.

Any questions, comments or complaints regarding this Sweepstakes must be directed to the Sponsor only.

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