

## **WJHL**

### **Pro Football Challenge Prediction Contest Official Rules**

**1. Local Market Sponsors.** The 2017 Pro Football Challenge Prediction Contest (“Contest”) is sponsored by WJHL (the “Station”), 338 East Main Street, Johnson City, TN 37643; Sleep Solutions Mattress Gallery, 2130 E. Andrew Johnson Hwy, Greeneville, TN 37745; Valley Forge Auction Store, 412 Cherokee Park Dr, Elizabethton, TN 37643; Livesay Chiropractic - Spinal Corrective Center, 306 Sunset Drive Suite100, Johnson City, TN 37604; Spotless Carpet Cleaners, 206 Dalewood Drive, Johnson City, TN 37605; and Attorney Jim Williams 324 Cherokee Street Kingsport, Tennessee 37660 (collectively, the “Local Market Sponsors(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 Local Market Sponsors(s), which shall be final and not subject to appeal.

This Contest is being offered in association with the national ***\$50,000.00 2017 Pro Football Challenge Prediction Contest***, which is *separately sponsored* by Aptivada and begins on August 26. The Aptivada contest rules are included below for review and acceptance.

**2. Eligibility.** No purchase necessary to enter. This local market Contest is open to permanent legal U.S. residents who reside within WJHL’s viewing area and who are at least 18 years of age at the time of entry. Current or former employees of WJHL, Nexstar Media Group, Inc. and its subsidiaries, the other Local Market Sponsors, the other television and radio stations and multichannel video programming distributors in WJHL’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 WJHL contest or sweepstakes only once every 60 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 cover the regular 2017 pro football season (the “Game Period”), which is slated to begin on August 26, 2017 and end on December 31, 2017. The local market Sponsors are not responsible for any delays or cancellations during or after the Game Period. This Contest will accept entries beginning on August 26, 2017 at 12:00 AM EST and ending on December 31, 2017 at 3:00 PM EST. Exact dates and times are subject to change.

To enter the Contest, entrants must visit <http://wjhl.com/2017-pro-football-challenge/> and submit an entry form. Entrants must include their name, phone number and e-mail address, date of birth and winning team selections in order to enter. Winning team selections can be revised or updated until the associated game is locked out, which will occur approximately 15 minutes prior to the official kick-off time of each game. Any winning team selections submitted after the lock out deadline will be considered invalid and will not qualify for points for that game.

All times displayed on the schedule are Eastern. Incomplete entries will not be considered. All entries must be received by December 31, 2017 at 3:00 PM CST. One entry per person will be accepted.

The eligible entrant who predicts the most games correctly from among all eligible contestants within that participating local market, thereby earning the most points in the winning team prediction challenge will be eligible to claim the 1st Place prize award available for that local market, subject to approval and verification of compliance with these official rules.

Local Market Sponsors(s) is/are not responsible for 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 these Official Rules.

Entry materials that have been tampered with or altered are void. Any automated or computer-generated entries, fake or duplicate identities, spam, or improper techniques (as determined by Local Market Sponsors(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 Local Market Sponsors(s) in its/their sole discretion. If the Local Market Sponsors(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 Local Market Sponsors(s)) compromise the security, fairness, integrity or administration of the Contest, the Local Market Sponsors(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 <http://wjhl.com>. Local Market Sponsors(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. The Local Market Sponsors(s) reserve(s) the right to disqualify any entrant who acts in a disruptive, harassing, vulgar, or unsportsmanlike manner, as determined by the Local Market Sponsors(s) in its/their sole discretion. Entries not conforming to these 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 LOCAL MARKET SPONSORSS 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 <http://wjhl.com> Terms of Use and the Privacy Policy located at <http://wjhl.com/terms-of-use>. Upon entry, all entry information becomes the property of the Local Market Sponsors(s), and entrants grant the Station the right to distribute all of their entry information to the other Local Market Sponsors(s). By entering, entrants grant the Local Market Sponsors(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 <http://wjhl.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 of eligible entries received and the accuracy of eligible entrant winning team prediction selections.

**5. Prize(s).** There will be [[one (1)]] *local market* winner in this Contest based on the platform and point system established in Aptivada's national ***\$50,000.00 2017 Pro Football Challenge Prediction Contest*** - detailed in the Aptivada contest rules below. On Wednesday, January 3, 2017 the *local market* winner will be notified that they won by phone or e-mail. The *local market* winner will receive a sleep tracker valued at \$200 from Sleep Solutions Matters Gallery and a \$150 worth of chiropractic care at Livesay Chiropractic - Spinal Corrective Center in Johnson City. Entrants can win only once. Also, weekly winners will win a gift card valued at \$50 (in-store credit) at Valley Forge in Elizabethton.

In the event of a tie for the most games predicted correctly within the local market, then the tie breaking procedures detailed in the Aptivada Official Rules (see below) will apply for determining the local market winner.

All results are unofficial until winner(s) is/are verified by the Local Market Sponsors(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 Local Market Sponsors(s) is/are not responsible for defective prizes. Local Market Sponsors(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.

**6. Conditions for Acceptance of the Prize(s).** The local market winner must claim the prize(s) in-person at the Station, 228 East Main Street, Johnson City, TN 37601, during regular business hours (Monday - Friday from 8:30 AM CST - 5:30 PM CST)). Prize(s) will not be mailed under any circumstances. The prize(s) must be claimed by Friday, February 2, 2017 at 5:30 PM 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 notifications 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). Upon forfeiture of the prize(s), the Station has the right 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 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 Local Market Sponsors(s). The Local Market Sponsors(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 Local Market Sponsors(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. Prize(s) may subject to availability. All expenses on receipt and use of prize(s) are the sole responsibility of the winner(s), the Local Market Sponsors(s) is/are not responsible for any weather changes or extenuating circumstances relating to a prize received. The Local Market Sponsors(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 Local Market Sponsors(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. Local Market Sponsors(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 Local Market Sponsors(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, Facebook and on <http://wjhl.com>, for any purpose whatsoever, worldwide, in perpetuity, without any further authorization or compensation to the winner.

**7. Limitation on Liability.** Local Market Sponsors(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 Local Market Sponsors(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.

**8. Reservation of Rights.** Local Market Sponsors(s) reserve(s) the right to make changes to these Official Rules in their sole discretion which will become effective upon announcement. Local Market Sponsors(s) reserve(s) the right to cancel or terminate this local market Contest for any reason in the event that it cannot be run or administered as intended by the Local Market Sponsors(s). Any such changes or termination will be announced on <http://wjhl.com>.

**9. Contact Information.** For questions or more information about this Contest, please contact WJHL at 338 East Main Street, Johnson City, TN 37601. For a copy of these rules, addendum, and/or list of winners please go to <http://wjhl.com/profootball> or send a self-addressed stamped envelope to WJHL, 338 East Main Street, Johnson City, TN 37601, within thirty (30) days of the end of this Contest.

See Aptivada Contest Rules below.

## ***APTIVADA'S - 2017 Pro Football Challenge Official Rules***

**PRELIMINARY INFORMATION: NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.** Contest is subject to all applicable federal, state and local laws. This Game May Not Be Used To Conduct, Advertise Or Promote Any Form Of Gambling. The Game Period begins at kickoff of the first 2017 regular season pro football game scheduled to take place on 9/7/17 and ends at the completion of the season on 12/31/17. Exact dates and times are subject to change.

**INSTRUCTIONS:** To enter, fill in the entry form by selecting the outcome of each game. For tiebreaker purposes only, you will be asked to enter the predicted final score for each team in the preselected Tiebreaker game for each week. Each correct pick will be worth 1 point. The player that earns the most points each week (and wins any tiebreakers) will be the weekly winner. The player that earns the most points during the season (and wins any tiebreakers) will be the season winner.

Season Tiebreakers:

- Tiebreaker #1 - Higher number of wins for Week 17
- Tiebreaker #2 - Higher number of wins for Week 16
- Tiebreaker #3 - Higher number of wins for Week 15
- Tiebreaker #4 - A random draw between all remaining players.

Weekly Tiebreakers:

- Tiebreaker #1 - The player that correctly predicted the winning pick of the Tiebreaker Game is considered the winner.
- Tiebreaker #2 – A Player's predicted Tiebreaker Game score is compared to the actual Tiebreaker Game. The differences between the predicted scores and actual scores for each team are added. The entry with the smallest total difference is considered the winning entry.
- Tiebreaker #3 - A random draw between all remaining Entrants to determine the winner. In all cases, an entry that does not win a tiebreaker is eliminated from consideration.

All games will use a rolling lock system which will allow players to make picks up to approximately 15 minutes prior to official kick-off time of each game. Any selections submitted after the deadlines are considered invalid, and no points will be awarded. All times displayed on the schedule are Eastern. You may change your pick for any game up until the time that game is locked. Entries must be completed on time. Once a game is locked, you may not change your pick for it. If you did not make a pick for a particular game, it is counted as a loss. If you submit a partial entry and either forget or are unable to complete it, the games you did not pick will count as losses.

**PRIZES:** Each affiliate has the opportunity to award prizes for different stages of the contest, please check the website of your local affiliate for additional information on prizes. In the event a participant gets every pick correct for the entire season they will be awarded the grand prize of \$50,000.

**ELIGIBILITY:** Open only to permanent, legal United States (“U.S.”) residents, and who are eighteen (18) years of age or older as of the start of the Entry Period. Officers, directors, and employees of Contest Entities (as defined below), members of these persons’ immediate families (spouses and/or parents, children, and siblings, and their spouses, regardless of where they reside), and/or persons living in the same households as these persons (whether or not related thereto) are not eligible to win enter or win contest. Contest Entities, as referenced herein, shall include Aativada, LLC - 32 West 200 South #227, Salt Lake City, Utah 84101 and (collectively, “Sponsors”), and their respective parent, subsidiary, and affiliate companies, their administrative, advertising, and promotion agencies, and any other entity involved in the development, administration, promotion, or implementation of the Contests.

**PRIVACY NOTICE:** Information you provide in connection with the Contest is subject to Sponsor's Privacy Policy and may be shared with Sponsors.

**CONDITIONS:** By participating in the Contest, each player agrees for player and for player’s heirs, executors, and administrators (a) to release and hold harmless Sponsors, Contest Entities, affiliates, and their respective officers, directors, and employees (collectively, “Released Parties”) from any liability, illness, injury, death, loss, litigation, or damage that may occur,

directly or indirectly, whether caused by negligence or not, from such player's participation in the Contest and/or his/her acceptance, possession, use, or misuse of Prize or any portion thereof (including any travel related thereto); (b) to indemnify Released Parties from any and all liability resulting or arising from the Contest and to hereby acknowledge that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to Prize, including express warranties provided exclusively by Prize supplier that are sent along with Prize; (c) if selected as a Winner, to the posting of such player's name and the use by Released Parties of such name, voice, image, and/or likeness for publicity, promotional, and advertising purposes in any and all media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission, or approval, and, upon request, to the giving of consent, in writing, to such use; and (d) to be bound by these Official Rules and to waive any right to claim any ambiguity or error therein or in the Contest itself, and to be bound by all decisions of the Sponsors, which are binding and final. Failure to comply with these conditions may result in disqualification from the Contest at Sponsors' sole discretion.

**ADDITIONAL TERMS:** Sponsors reserve the right to permanently disqualify from any promotion any person they believe has intentionally violated these Official Rules. Any attempt to deliberately damage the Contest or the operation thereof is unlawful and subject to legal action by Sponsors, who may seek damages to the fullest extent permitted by law. The failure of Sponsors to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of Sponsors (excepting compliance with applicable codes and regulations), or other "force majeure" event will not be considered a breach of these Official Rules. The Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries or transactions. Released Parties assume no responsibility for any injury or damage to entrants' or to any other person's computer relating to or resulting from entering or downloading materials or software in connection with this contest. Released Parties are not responsible for telecommunications, network, electronic, technical, or computer failures of any kind; for inaccurate transcription of Entry information; for errors in any promotional or marketing materials or in these Official Rules; for any human or electronic error; or for Entries that are stolen, misdirected, garbled, delayed, lost, late, damaged, or returned. Sponsors reserve the right to cancel, modify, or suspend the Contest or any element thereof (including, without limitation, these Official Rules) without notice in any manner and for any reason (including, without limitation, in the event of any unanticipated occurrence that is not fully addressed in these Official Rules). In the event of cancellation, modification, or suspension, Sponsors further reserves the right to award prizes to the player with the most points as of the cancellation, modification, or suspension. Notice of such cancellation, modification, or suspension will be



posted at the Website. Any use of robotic, macro, automatic, programmed or like methods of play will void all such plays, and may subject that participant to disqualification. Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the submission process. Sponsors may prohibit any entrant or potential entrant from participating in the Contest, if such entrant or potential entrant shows a disregard for these Official Rules; acts with an intent to annoy, abuse, threaten, or harass any other entrant, Sponsors, or Sponsors' agents or representatives; or behaves in any other disruptive manner (as determined by Sponsors in their sole discretion).

**DISCLAIMER:** The Sponsors and this Web site, are in no way connected with, affiliated with or endorsed by the NFL, or any of its affiliated teams, players, or players union. All references to any football name or term is purely nominative and not intended to imply any connection, affiliation, or endorsement.