

Valley News Live – Luther Family Ford Weather Kid 2020-2021  
**OFFICIAL RULES**

***NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.***

1. PROMOTION DATES

- a. The Luther Family Ford Weather Kid (“Promotion”) will begin on 5:00am CT Monday, September 14 , 2020 and end on 5:00PM CT Thursday, April 26, 2021. **The start date is the date we first speak about the contest on-air. The end date of the promotion is the date/time the station notifies winner(s), not the entry deadline.]**
- b. The deadline for entries is 5:00PM CT Monday, April 20, 2021 **to allow for production time and be sure this date/time does not conflict with the date/time the last winner is selected. (5b)**

2. ELIGIBILITY RESTRICTIONS

- a. The Promotion is open to parents or legal guardians of children ages 8 -18 at the time of entry and who live in one of the following counties in the state of North Dakota: Towner, Cavalier, Pembina, Benson, Ramsey, Walsh, Nelson, Grand Forks, Eddy, Griggs, Steele, Traill, Stutsman, Barnes, Cass, LaMoure, Ransom, Richland, Dickey, or Sargent. Also the following counties in the state of Minnesota: Kittson, Roseau, Lake of the Woods, Marshall, Polk, Pennington, Red lake, Clear Water, Norman, Mahnommen, Clay, Becker, Wilkin, or OtterTail (the “Broadcast Viewing Area”). Employees of KVLV or KXJB (the “Station”), its parent, subsidiary, and affiliated entities, its advertising agencies, participating sponsors/promotional partners, other broadcasting stations in the Broadcast Viewing Area, and the members of their immediate families (spouse, parents, siblings or children) or households (whether related or not) are ineligible to participate or win. This Promotion is subject to all applicable federal, state, and local laws and regulations. Void outside the United States, in NY and FL, as applicable, and where prohibited.
- b. An individual may win this contest only one time. Winners may be invited back for additional on-air appearances.
- c. In order to claim the prize, the parent or guardian of a winning child must be present during their on-air appearance at Valley News Live.
- d. Entrants are required to provide truthful information and the Station will reject and delete any entry that it discovers to be false or fraudulent. The Station will disqualify

any entry from any individual who does not meet the eligibility requirements, and will also delete any entry as required by law.

### 3. ENTRY

a. To participate in the Promotion, you must enter by the following method: Parents/guardians must complete and turn in a registration form at the participating Luther Family Ford location, 3302 36<sup>th</sup> St. South, Fargo, ND 58104 or online by visiting [www.valleynewslive.com](http://www.valleynewslive.com) and clicking on the "contest" tab. All requested information on the registration form or online entry form, as applicable, including parent/guardian contact information, must be filled out. Entries submitted will not be acknowledged or returned. Use of any device to automate online entry is prohibited. Proof of online entry shall not be deemed proof of receipt by Station. The contest/sweepstakes administrator's computer is the official time-keeping device for the Promotion.

b. Parents/guardians may enter each of their children as many times as they like. Parents/guardians must fill out a separate entry form for each child.

### 4. PRIZES AND ODDS OF WINNING

a. The sponsors each week will randomly draw a winner from all entries. There will be a total of thirty (30) weather kids drawn during the promotion. Each Weather Kid winner receives: the opportunity to appear on-air in the weather segment of a 5:00pm Valley News Live program with a Valley News Live on-air personality, a weather station, and Luther sweatshirt-and a Valley News Live t-shirt. Estimated total value of each prize is one hundred and sixty (\$160) dollars.

b. ODDS OF WINNING DEPEND UPON THE NUMBER OF ENTRIES RECEIVED.

c. There is no substitution, transfer, or cash equivalent for prizes, except that the Station may, at its sole discretion and to the extent permitted by law, substitute prizes of comparable value or cash. The prizes are expressly limited to the item(s) listed above and do not include taxes, gratuities or any other expenses. Other restrictions may apply.

### 5. WINNER SELECTION AND NOTIFICATION

a. Decisions of Station management with respect to the Promotion are final.

b. Winners will be randomly drawn two to three (2-3) weeks prior to on-air appearance. There will not be a weather kid appearance Thursday, November 26, 2020; Thursday, December 24, 2020; or Thursday, December 31, 2020. Valley News Live reserves the right to cancel a weather kid appearance for any reason without notice.

c. Parent/guardians of the winner must execute and return any required affidavit of eligibility and release, publicity release, and/or guest/traveling companion release prior to their child's scheduled on-air appearance on Valley News Live or winner will be disqualified and the prize will be forfeited and an alternate winner(s) may be chosen by random drawing. If a potential winner(s) cannot be contacted, fails to complete, sign and return any required affidavit of eligibility and release, publicity release, and/or guest/traveling companion release within the required time period, or if a prize or prize notification is returned as undeliverable, the potential winner(s) will be disqualified and will forfeit the prize. An entrant who provides a mobile wireless number to the Station in connection with the Promotion, including providing a mobile wireless number for winner notification purposes, is responsible for informing the Station if his or her number is reassigned to another person at any time before the end of the Promotion set forth in Section 1.a. of these rules, and for providing an alternative number where he or she may be reached.

d. Unless otherwise specified in the prize notification, all prizes or prize certificates may be picked up at the office of the Station at the address below. The winner(s) will forfeit any prize or prize certificate not claimed within thirty (30) days of winning. Prize or prize certificates will not be mailed to the winner(s) without the winner's or winners' prior written consent in which the winner(s) shall agree to assume its risk of loss. The Station, its sponsor(s), or promotional partner(s) are not responsible for the safe arrival of a prize or prize certificate.

## 6. CONDITIONS

a. Payments of all federal, state and local taxes are solely the responsibility of the parent/guardian of the winner(s). Parent/guardian will be required to complete and submit an IRS Form W-9 or the equivalent including a winner's full Social Security Number for receipt of any prize valued at \$600 or more or for any prizes awarded by the Station (in combination with any prizes won in Promotions run by any other Gray television station) in a calendar year with an aggregate value of \$600 or more. Failure to submit a complete W-9 or equivalent will result in disqualification and forfeiture of the prize.

b. Participating in the Promotion and acceptance of a prize constitutes a parent/guardian of the winner's and guest's (where applicable) permission for the Station or its agents to photograph, film and record each winner, and to use his/her name, address (city and state), likeness, photograph, voice, biographical information and/or any statements made by him/her regarding the Promotion or its sponsors for purposes of trade, publicity or promotion without additional financial or other compensation, and, the Station may, where legal, require a winner (and guest or travel companion, where applicable) to sign a publicity release confirming such consent prior to acceptance of the prize. It is the responsibility of the winner(s) to ensure that their guest(s) or travel companion(s) sign and return to the Station any required release.

- c. To the fullest extent permitted by law, by participating in the Promotion, you:
- i. agree to grant the Station a non-exclusive, perpetual, worldwide license to edit, telecast, exhibit, rerun, reproduce, use, syndicate, license, print, distribute and otherwise exploit any items (including any photos, videos, audio, or written material) submitted as part of your contest entry (the "Materials"), or any portion thereof, in any manner and in any and all formats and media now known or hereafter devised, without payment to you or any third party;
  - ii. acknowledge that the Station reserves the right, in its sole discretion, not to use the Materials at all; and
  - iii. represent and warrant that: you are the parent/guardian of any minor featured in the Materials; you have the full legal right, power and authority to grant to the Station the license provided for herein; you own or control the complete exhibition and other rights to the Materials you submitted for the purposes contemplated in this license; and neither the Materials nor the exercise of the rights granted herein shall infringe upon or violate the right of privacy or right of publicity of, or constitute a libel or slander against, or violate any common law or any other right of, any person or entity; and
- d. Prior to awarding any prize or prize certificate, and depending on the nature of the prize and eligibility requirements of the Promotion, the Station in its sole discretion may require verification of Promotion winner's or winners' identification by a showing of valid government-issued photo identification. **IF THE WINNING CHILD DOES NOT HAVE A VALID GOVERNMENT-ISSUED PHOTO IDENTIFICATION OR DRIVER'S LICENSE, A BIRTH CERTIFICATE ISSUED BY THE COUNTRY OR STATE OF THE CHILD'S BIRTH, MAY BE USED.** A "commemorative birth certificate," sometimes given by hospitals (with footprints and fingerprints), is NOT an acceptable or legal form of identification.
- e. By participating and/or accepting a prize, entrants, winner(s) and guests (if applicable) agree to release and hold harmless the Station, its sponsor(s) and promotional partner(s), its advertising and promotion agencies, and each of their respective parent, subsidiary and affiliated entities, and the officers, shareholders, directors, employees, agents, representatives, successors, and assigns of each of them (collectively, the "Released Parties") against any and all claims or liability arising directly or indirectly from the prize or participation in the Promotion. The Station may also require eligible Promotion winner(s) and their guests or travel companions, if any (as well as each of their parent(s) or legal guardian(s), if winner(s), guest(s) or travel companion(s) are under the age of majority in their state of residence), to sign a liability release confirming such consent. It is the responsibility of the winner(s) to ensure that their guest(s) or travel companion(s) sign and return to the Station any required release.
- f. The Station, in its sole discretion, reserves the right to disqualify any person (and all of their entries) from this Promotion if he or she tampers with the entry process, the operation of the Promotion, or the operation of the Station's website, Facebook Page,

and/or any other social networking site used in the Promotion, or is otherwise in violation of the rules. The Station further reserves the right, at its sole discretion, to modify, cancel, terminate or suspend the Promotion, or any part of it, if it is not capable of completion as planned or if any fraud, technical failures or any factor beyond the Station's control, including infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion as determined by the Station in its sole discretion. Any attempt by an entrant or any person to deliberately damage any station website, Facebook Page, and/or any other social networking site used in the Promotion or to undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws. Should such an attempt be made, the Station reserves the right to seek full prosecution and/or damages from any such individual to the fullest extent permitted by law. The Station's failure to enforce any term of these Official Rules shall not constitute a waiver of this provision. If due to circumstances beyond the control of the Station, any competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, the Station reserves the right, but not the obligation, to modify, terminate, suspend or cancel the Promotion and shall not be required to award a substitute prize.

g. The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering or the administration of the Promotion, or in the announcement of a prize; (ii) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties, malfunctions, disconnections, other technological failures, telephone service outages, delays, dropped calls, or busy signals, or any other difficulties that may prevent an individual from sending or receiving a text message; or (iii) lost, stolen, mangled, misdirected, postage due, illegible, incomplete, incorrect, or late entries. Further, the Released Parties are not responsible if any part of a Promotion prize that cannot be awarded due to acts of god, acts of war, natural disasters, weather, acts of terrorism or other factors beyond the Station's control.

h. To the fullest extent permitted by law, by participating in the Promotion, you understand and agree that:

i. the Federal Arbitration Act applies to this agreement, and if the parties are unable to resolve their dispute amicably, it shall be resolved by means of binding arbitration (not in a court of law);

ii. any and all disputes, claims, and causes of action arising out of or in connection with this Promotion, or any prizes awarded, shall be resolved individually, without resort to any form of class action (even if the rules and procedures of the arbitration tribunal allow class arbitrations);

iii. any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event and under no circumstances will entrants or winners be permitted to obtain awards for attorneys' fees, and you hereby waive all rights to claim punitive, incidental,

or consequential damages, or any other form of damages, other than actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased;

iv. any claim or dispute regarding the Promotion or these Official Rules will be resolved pursuant to the laws of the State or Commonwealth in which the Station is located, without regard to the conflicts of laws and rules of that State or Commonwealth;

v. any claim or dispute regarding the Promotion or these Official Rules will be resolved in a tribunal within the State or Commonwealth in which the Station is located, and you submit to the jurisdiction of, and waive all objections to the jurisdiction or venue of, such tribunal; and

vi. if for any reason a claim or dispute regarding the Promotion or these Official Rules proceeds in court rather than through arbitration, there will not be a jury trial.

i. The invalidity or unenforceability of any provision of these Official Rules, including but not limited to the agreement to arbitrate, shall not affect the validity or enforceability of any other provision. If any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained herein.

j. To obtain a copy of the Official Rules or a list of winner(s) following completion of the Promotion (please specify which), send a self-addressed, stamped envelope (VT residents may omit return postage) specifying "Official Rules" or "Winner List" to Luther Family Ford Weather Kid Winner List or Official Rules Request, Valley News Live, 1350 21<sup>st</sup> Ave. South, Fargo 58103. A copy of the Official Rules and a list of winner(s) (when complete) are also available during regular business hours at the main studio of Valley News Live, 1350 21<sup>st</sup> Ave. South, Fargo 58103. All such requests must be received within thirty (30) days following completion of the Promotion.

## 7. OFFICIAL RULES, TERMS OF USE AGREEMENT & PRIVACY POLICY

a. By entering this Promotion, you agree to be bound by these Official Rules and the Station's Terms of Use Agreement and to the use of your personal information as described in the Privacy Policy located at:

<http://www.valleynewslive.com/content/news/?article=158511785> (Privacy Policy) and <http://www.valleynewslive.com/content/news/?article=158509635> (Terms of Use) or at the main studio of Valley News Live (KVLV/KXJB), 1350 21<sup>st</sup> Ave. South, Fargo, ND 58103.

Sponsor(s): Luther Family Ford: 3302 36th St. South, Fargo, ND 58104