

Pay It Forward With Peacock Automotive Nomination Contest Official Rules

1. Sponsors. This Contest (“Contest”) is sponsored by WSAV-TV (“Station”), 1430 East Victory Dr. Savannah, GA 31404 and Peacock Automotive, 265 Drivers Way, Hardeeville, SC 29927 (collectively, the “Sponsor(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 Sponsor(s), which shall be final and not subject to appeal.

APPLE IS NOT INVOLVED IN ANY WAY IN THIS CONTEST/SWEEPSTAKES. THE SPONSOR(S) IS/ARE SOLELY RESPONSIBLE FOR PROVIDING THE PRIZE(S) LISTED HEREIN. THE PRIZE(S) WON ARE NOT APPLE PRODUCTS, NOR ARE THEY RELATED TO APPLE IN ANY WAY. THE RESPONSIBILITY OF ORGANIZING THIS Contest AND DISTRIBUTING THE PRIZE(S) ARE THE SPONSORS’ RESPONSIBILITIES. APPLE DOES NOT SPONSOR THIS CONTEST/SWEEPSTAKES IN ANY WAY.

2. Eligibility. No purchase necessary to enter. The Contest is open to permanent legal U.S. residents who reside within WSAV-TV’s viewing area and who are at least 18 years of age at the time of entry. Eligible entrants (“Nominators”) will nominate a qualified 501c(3) organization (“Nominee”) that deserves to receive a \$250 contribution. Current or former employees of WSAV-TV, Nexstar Media Group, Inc. and its subsidiaries’, the other Sponsors, the other television and radio stations and multichannel video programming distributors in WSAV-TV’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 WSAV-TV 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 accept entries beginning on September 1, 2019 at 12:00 AM EST and ending on May 31, 2020 at 11:59 PM EST. To enter the Contest, entrants (Nominators) must visit www.wsav.com/payitforward/ and fill out the entry form. Entrants must include their name, phone number, e-mail address, date of birth and a short original essay about the qualified 501c(3) organization (Nominee) they would like to nominate that deserves to receive a \$250 contribution. All essays must conform to the essay restrictions below in order to enter. Essays must be 500 words or less in length. Incomplete or nonconforming entries will not be considered. All entries must be received by May 31, 2020 at 11:59 PM EST. One (1) entry per person (Nominator) will be accepted.

The essay, which serves as the nomination document, should describe the nominated organizations service to their community and the reasons why it is worthy of the \$250 award and general

recognition. An eligible entrant may nominate *any* qualified 501c(3) organization even if the eligible entrant is the founder or an employee.

The essays will be judged by a panel of three (3) judges, consisting of one (1) employee from Peacock Automotive and two (2) employees from the Station, and the judges will use the following criteria to select the winners:

- 70% contribution to their community, and
- 30% financial need.

Sponsor(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 the rules.

Any automated or computer-generated entries, fake or duplicate identities, spam, or improper techniques (as determined by Sponsor(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 Sponsor(s) in its/their sole discretion. The Sponsor(s) reserve(s) the right to disqualify any entrant who acts in a disruptive, harassing, vulgar, or unsportsmanlike manner, as determined by the Sponsor(s) in its/their sole discretion.

Entry materials that have been tampered with or altered are void. If the Sponsor(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 Sponsor(s)) compromise the security, fairness, integrity or administration of the Contest, the Sponsor(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 /www.wsav.com. Sponsor(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. Entries not conforming to announced 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 CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSORS 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 www.wsav.com's Terms of Use and the Privacy Policy located at www.wsav.com/privacy-policy. All entry information becomes the property of the Sponsor(s), and entrants grant the Station the right to distribute all of their entry information to the other Sponsor(s). By entering, entrants grant the Sponsor(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 www.wsav.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.

5. Essay Restrictions. Essays submitted by the entrants/participants may not contain, as determined by the Sponsor in its sole discretion, any content that:

- a. is obscene, offensive, sexually explicit or suggestive; violent; derogatory of any ethnic, racial, gender, religious, professional or age group; endorses any form of hate or hate group; profane or pornographic; contains nudity;
- b. promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- c. contains products or trademarks of any Sponsor competitor;
- d. defames, misrepresents or contains disparaging remarks about any person or company;
- e. contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, without permission, to the extent permission is necessary; contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- f. contains copyrighted materials owned by others (including, without limitation, photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission, to the extent permission is necessary;
- g. contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission, to the extent permission is necessary;
- h. contains look-alikes of celebrities or other public or private figures, living or dead;
- i. communicates messages or images inconsistent with the positive images and/or good will to which Sponsor wishes to associate; and/or
- j. violates any law or regulation.

Essays must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. If the essay contains any material or elements that are not owned by the entrant, and/or which are subject to the rights of third parties (e.g., essay contains portions written by someone other than entrant), the entrant is responsible for obtaining, prior to submission of the entry, any and all releases and consents necessary to permit the use and exhibition of the entry by Sponsor(s) in the manner set forth in these Official Rules, including, without limitation, permission from the owner to use the content and permissions from

any person (or, if a minor, his/her parent or legal guardian) who appears in or is identifiable in the entry. Sponsor(s) reserve(s) the right to request proof of these permissions in a form acceptable to Sponsor(S) from any entrant at any time. Failure to provide such proof will render entry null and void.

6. Prize(s). There will be eighteen (18) winners in this Contest. The judges, as detailed above, will select Two (2) winners per month, beginning on September 15, 2019, and ending on June 15, 2020. Two (2) winners per month 5:00 PM EST, the winners will be selected by a panel of judges and notified that they won by phone or e-mail. Each winner will receive the opportunity to identify the recipient (the qualified 501c(3) organization /Nominee detailed in the entry) of a \$250 VISA Gift Card contribution. The donation, courtesy of Peacock Automotive, 265 Drivers Way, Hardeeville, SC 29927 and made on behalf of the winner, will be provided directly to the winner's qualified 501c(3) organization /Nominee. There is no monetary value for the prize(s), which is the winner's *opportunity* to identify a qualified 501c(3) organization. The Sponsor's donation to the qualified 501c(3) organization will be \$250.00. Entrants can win only once.

The Sponsor(s) reserve the right to select the panel of judges and the criteria for judging the essays in its/their sole discretion. All results are unofficial until winner(s) is/are verified by the Sponsor(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 Sponsor(s) is/are not responsible for defective prizes. Sponsor(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.

7. Conditions for Acceptance of the Prize(s). The winner(s) must claim the prize(s) in-person at the Station during regular business hours (M-F from 9:00 AM EST – 5:00 PM EST). Prize(s) will not be mailed under any circumstances. The prize(s) must be claimed by June 27, 2020 at 5:00PM EST 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 notification 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). The Station then has the right, at its discretion, 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. If this contest is open to entrants under the age of 18, a winner is under the age of 18, a parent or legal guardian will be required to claim the prize(s) and execute all releases on behalf of the minor. If a prize winner is a minor, that winner's travel companion must be his/her parent or legal guardian.

Payment of all federal, state and local taxes is the sole responsibility of the winner(s) and the winner(s) may receive an IRS Form 1099 or equivalent from the Sponsor(s). The Sponsor(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 Sponsor(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. All expenses on receipt and use of prize(s) are the sole responsibility of the winner(s), the Sponsor(s) is/are not responsible for any weather changes or extenuating circumstances relating to a prize received. The Sponsor(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 Sponsor(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. The Sponsor(s) is/are not responsible for any expenses incurred by Contest winners as a result of such delays or cancellations. Sponsor(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 Sponsor(s).

By accepting the prize, the winner or winners (or, in the case of a minor, their parent/legal guardian) 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 and on www.wsav.com, for any purpose whatsoever, worldwide, in perpetuity, without any further authorization or compensation to the winner.

8. Limitation on Liability. Sponsor(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 Sponsor(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.

9. Reservation of Rights. Sponsor(s) reserve(s) the right to make changes to these Official Rules in their sole discretion which will become effective upon announcement. Sponsor(s) reserve(s) the right to cancel or terminate this Contest for any reason in the event that it cannot be run or administered as intended by the Sponsor(s). Any such changes or termination will be announced on [/www.wsav.com](http://www.wsav.com).

10. Contact Information. For questions or more information about this Contest, please contact WSAV-TV at 1430 East Victory Dr., Savannah GA 31404. For a copy of these rules, addendum, and/or list of winners please go to www.wsav.com/payitforward/ or send a self-addressed stamped envelope to WSAV-TV, 1430 East Victory Dr., Savannah GA 31404, within sixty (60) days of the end of this Contest.