

## OFFICIAL PROMOTION RULES WEATHER WITH JAY

1. Promotion Description. This promotion is sponsored by WFXG, LLC, 3933 Washington Road, Augusta GA, 30907, and One Hour Optical, 217 Bobby Jones Expressway B, Martinez, GA 30907. The promotion begins at **6AM March 15<sup>th</sup>, 2017 and ends 12am March 14, 2018**, provided, however, that Sponsors may end the contest early in their sole discretion. This promotion is void where prohibited and is subject to all local, state, and Federal laws. By entering, each entrant accepts and agrees to be bound by these promotion rules.
2. Eligibility. No purchase necessary to enter or win. This promotion is open only to legal U.S. residents of the Augusta -Aiken Service area of WFXG-TV and who have obtained or can obtain proof of legal approval of submission of the video entry and an appearance on WFXG FOX 54 from both parents and or legal guardians of the children submitting. Age of legal guardians residing majority at the time of entry in (Georgia: 18; South Carolina: 18). Employees and immediate family members of employees of Sponsors and their respective parent companies, affiliates, subsidiaries, agents, and their advertising and production agencies are not eligible to participate in this promotion
3. How to Enter. There is one way to enter this promotion. A legal guardian of a child may post a video of their child doing a weather forecast to Jay Jefferies' WFXG Facebook page. Entries must be posted by the legal guardian(s) of the individual children entering. Entries must be received by **March 1, 2018** (or such other termination date, in WFXG's sole discretion) in order to qualify. All entries become the property of Sponsor(s), and Sponsor(s) reserve(s) the right to use any information submitted for promotional purposes.

Sponsor(s) is/are not responsible for lost, late, illegible, misdirected or mutilated entries, including due to transmission, technical, and/or network failures of any kind, including, without limitation, malfunctioning of any hardware or software (whether originating with sender or Sponsor(s)), telephonic failures, human error, or any other error or malfunction. With the online entries, the authorized account holder of the e-mail address submitted at time of entry will be considered the entrant. An "authorized account holder" shall mean the natural person assigned to such e-mail account by the Internet access provider, online service provider, or other organization responsible for assigning e-mail addresses for the domain associated with such e-mail account. A potential winner may be requested to provide proof that he or she is the authorized account holder of the e-mail address associated with a winning entry.

Entrants agree not to upload, post or transmit any materials which contain any computer viruses, Easter eggs, worms, Trojan Horses or other harmful component or programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information. Any attempt to deliberately damage any web site or undermine the operation of the promotion is a violation of criminal and civil laws, and Sponsor(s) reserve(s) the right to seek damages from any person who makes such attempt(s).

Entry materials that have been tampered with or altered are void. Any questions regarding the number of entries submitted by an individual or the authorized account holder of an e-mail address shall be determined by Sponsor(s) in its/their sole discretion, and Sponsor(s) reserve(s) the right to disqualify any entries by persons determined to be tampering with or abusing any aspect of the promotion.

By entering this promotion, entrant agrees that WFXG FOX 54 and One Hour Optical may provide entrant with promotional materials and that **WFXG FOX 54** TV may release entrant's personally identifiable registration information to the other Sponsor(s) for that purpose. **WFXG FOX 54** TV is not responsible for the use of entrant's personally identifiable information by the other Sponsor(s).

4. Ownership and Publicity Rights. By submitting an entry in any form, entrant represents and warrants that he/she owns the copyrights and moral rights to any and all artistic or commercial works contained in his/her entry, including any images, logos, music, videos, and/or literary or written content (even if such works are in the background). In exchange for the opportunity to participate in this promotion, entrant grants Sponsor(s) the perpetual, royalty-free, worldwide, and irrevocable right, but not the obligation, to use, edit, alter, copy, reproduce, disclose, display, publish, prepare derivative works from, perform, distribute, exhibit, broadcast, stream, embed, or otherwise exploit the entry, in whole or in part, whether in connection with the promotion or not, in any form, media or technology, now known or hereafter developed, including, without limitation, broadcast and cable television, radio, mobile transmission and the Internet, for any purpose whatsoever, including, but not limited to, advertising, promotion, entertainment and commercial purposes, without any payment to, or further authorization by, the entrant. Entrant represents and warrants that he/she has the right to grant all of the rights in this paragraph to the Sponsor(s), and that he/she has secured all third party rights, including but not limited to copyrights, trademark, and privacy rights contained within his/her entry. Entrant represents and warrants that the entry is original and that all factual statements contained in it are true and correct and not exaggerated. If at any time Sponsor(s) receive a request to remove any entry from Sponsor(s) broadcast, website, blog, twitter account, message board, podcast, social media profile, mobile application, or other media claiming entrant's failure to secure or possess any of the rights contained herein, Sponsor(s) reserve(s) the right to remove the submission and eliminate entrant from further consideration in this promotion. If any entry: (1) contains material that is violent, pornographic, obscene, illegal, inappropriate, defamatory, or racially or morally offensive; (2) does not comply with these rules; or (3) does not meet Sponsor(s) standards for any reason whatsoever, Sponsor(s) reserve the right to reject the entry as ineligible for submission. Please see our website's Terms of Service for terms and conditions on content submissions.
  
5. Social Media. To the extent this promotion is conducted on Facebook, Twitter, Google +, Vine, LinkedIn, YouTube, Tumblr, FourSquare, Instagram, Pinterest, Meetup, or Spotify ("Social Media Site(s)"), or any application associated with the Sponsor(s) on these websites, entrant agrees to abide by the guidelines, policies, or procedures of the application, the Social Media Sites, and these Rules. Sponsor(s) reserve(s) the right to remove any entrant from consideration for failure to abide by the guidelines, policies, or procedures of the application or the Social Media Sites, and to delete any of entrant's related comments, posts, tweets, user generated content, or other electronic messages, communications, or submissions at its/their discretion. Sponsor(s) also reserve the right to block, ignore, and/or completely prevent any entrant, account, user, or profile from accessing the contest and/or the Sponsor(s) profile, account, blog or handle through the application or Social Media Site. Any questions regarding the identity or owner of the entrant's social media profile, URL, twitter handle, blog, username, account, or email address shall be determined by Sponsor(s) in its/their sole discretion. Entrant agrees that Sponsor(s) are not responsible for the collection, disclosure, or dissemination of any personal information, whether directly or indirectly, by the Social Media Sites, third party advertisers, or any other transferees. By submitting an entry, entrant(s) understand(s) that the Social Media Sites and their third party advertisers may electronically collect, disclose, and/or disseminate personal information in their profile, account, or handle, whether publicly available and/or generated by their own activity, tracking cookies, bugs, or otherwise. Please see the Social Media Sites' privacy policies and terms of use for more information. Entrant understands that unless explicitly identified as a Sponsor herein, this promotion is in no way sponsored by, endorsed by, administered by, or associated with the Social Media Sites. Entrants who create multiple social media profiles or accounts in order to increase his/her odds of winning may be disqualified by the Sponsor(s).

6. **Prize(s).** The winner will get to present the weather on air with Jay Jefferies. In addition to being on air with Jay, the junior forecaster will also receive a certificate from Jay. We will also take their picture with Jay and upload it to the station's Facebook page and Jay's WFXG Facebook page each Friday. The Weather with Jay segment will be placed on the WFXG.COM website under the For Our Children & Weather with Jay tab.

No prize may be exchanged for cash, transferred, or assigned by the winner(s). Sponsor(s) reserve the right to substitute a prize, in which case a prize of equal or greater value will be awarded.

7. **How the Prizes are Awarded.** Jay will review the videos and select the best video of the week, based on entertainment value in Sponsors' sole discretion, and one winner to join him in the studio. Jay will select a winner each Monday and the child will be invited to be on air Friday of that same week. There will only be one child's video selected each week and children can submit videos as often as they like, but entries will be rolled over from week to week. For the avoidance of doubt, if an entry is received in April, it may be selected as a winner in August. Jay will get in contact with the winner via Direct Messaging on Facebook. If the entrant does not respond within 24 hours, Sponsors have the right, but not the obligation, to pick a new winner for that week. Sponsor will also have the right, but not the obligation, to allow an individual selected as a winner to change their air date to a later week.
8. **Odds of Winning.** The odds of winning depend on the number of eligible entries received and on the entertainment value of the video based upon Sponsors' sole discretion.
9. **Conditions of Acceptance of Prize.** A valid driver's license or other valid picture identification is required and proof of legal guardianship is required. The winner(s), and the guardians will be required to execute and return a release and affidavit of eligibility prior to receiving their prize, or the prize will be forfeited. In the event that one legal guardian objects to the child's appearance on the local news, the entry will be disqualified.
10. Winner(s) will be solely responsible for any and all local, state, and federal taxes, as well as license and registration fees, transportation costs, gratuities and other items of an incidental nature. WFXG-TV 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) will receive a Form 1099 from **WFXGTV** if **WFXG** TV reports any winnings to the Internal Revenue Service.

Each winner agrees to the use of his or her name, voice, likeness, biography, and opinions in publicity in any media, worldwide, without any additional compensation or consideration, except where prohibited by law. By entering this promotion, each winner acknowledges that WFXG-TV, and all other sponsors and venues, have the right to publicize and broadcast each winner's name, voice, and likeness, the fact that he or she won, and all matters incidental thereto.

11. **Limitation on Liability.** By entering this promotion, each entrant forever discharges and releases Sponsor(s), its/their parent companies, subsidiaries, affiliates, and their respective directors, officers, employees, and agents from any and all liability, claims, causes of action, suits, and demands of any kind arising from or in connection with the promotion, including, without limitation, responsibility for property damage, loss of life, or personal injury or death resulting from or in connection with participating in the promotion or from or in connection with use or receipt of the prize(s), however caused. Entrant releases Sponsor(s) from any claims based on publicity rights, defamation, invasion of privacy, product liability, and merchandise delivery.
12. **Sponsor's Reservation of Rights.** These official rules are subject to modification by WFXG-TV. In the event of a dispute, all decisions made by **WFXG-TV** are final and binding. Sponsor(s) reserve(s) the right, in its/their sole discretion, to disqualify any person who tampers with the entry process or the operation of Sponsor's/Sponsors' web site(s), or who otherwise acts in violation of these official rules. Sponsor(s) further reserve(s) the right, in its/their sole discretion, to cancel, terminate, or modify

this promotion if, for any reason, the promotion is not capable of completion as planned (including, but not limited to, for the following reasons: infection by computer virus, technical corruption, force majeure, or non-authorized human intervention that compromises or affects the administration, fairness, integrity, security, or proper conduct of the promotion). Sponsor disclaims any representations or warranties regarding the merchantability or fitness of any prize.

13. List of Winners. For a list of winners, send a self-addressed stamped envelope to WFXG FOX 54 3933 Washington Road, Augusta GA, 30907 or visit the website at <http://www.wfxg.com/> between **6AM April 10<sup>th</sup>, 2017 and 12am March 10, 2018.**