

KOB-4 Morning Shift Salute Contest

2023 Official Rules

NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

BY ENTERING THE CONTEST, EACH ENTRANT AGREES TO THESE OFFICIAL RULES.

- 1. Eligibility:** Viewers who are 18 years of age or older and reside in New Mexico or the KOB 4 broadcast area and a US citizen may nominate their own or their favorite company or department ("Nominator") in the KOB 4 Morning Shift Salute Contest (the "Contest"). Each department or company being nominated in the Contest **must be located** within the United States and in the KOB 4 broadcast viewing area **AND** an area where a Blake's Lotaburger breakfast-serving restaurant is located at the time of entry **AND** must be a department or company that **has a morning shift**, which is defined as workers assigned to work a regular shift starting their day between the hours of **10pm and 8am** (each, a "Nominee"). **PLEASE NOTE** that the Nominee is the company or department who may be deemed the Grand Prize winner, and not the Nominator (unless the Nominator is part of the winning Nominee's company or department). Employees of KOB-TV, LLC, 4 Broadcast Plaza S.W., Albuquerque, NM 87104 (the "Sponsor"), Blake's Lotaburger ("Promotional Participant"), Hubbard Broadcasting, Inc. (collectively with Sponsor, the "Released Parties"), any radio, television or other media companies located in the New Mexico area, or any of their respective affiliates, subsidiaries, advertising agencies, or any other company or individual involved with the design, production execution or distribution of the Contest and their immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members of each such employee are not eligible to enter or win. The Contest is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 2. Contest Period:** The Contest begins at or about 9:00:00 a.m. Mountain Time ("MT") on FRIDAY, JANUARY 13, 2023 and ends at or about 11:59:59 p.m. MT on FRIDAY, APRIL 28, 2023 (the "Contest Period"). The Contest Period will be broken out into thirteen (13) separate weekly judging pools, beginning on JANUARY 27, 2023 and ending APRIL 21, 2023, and occurring every Friday during this time period (each, a "Judging Pool"). **Any non-winning entry from any Judging Pool WILL be carried over to subsequent Judging Pools.**
- 3. How to Enter:** To enter, Nominators can visit www.kob.com during the Contest Period, find the COMMUNITY tab, then find the "Morning Shift Salute" tab to find and complete the online official entry form, which includes you name, telephone number, email address, address, the full name of the company or department you are nominating, how you know the company or department you are nominating, and in 200 words or less, explain the reason you are nominating the company or department and what this group has done to lead you to believe they should get a "Morning Shift Salute" (the entry form and essay are collectively herein referred to as your "Submission"). Sponsor is not responsible for internet or telephone line unavailability, incomplete uploads of any Submission, or other technical problems that may arise in connection with nominator's entry into the Contest. Any attempt by any participant to enter by using multiple/different identities, or any other methods may disqualify that participant from winning any prize, at the sole discretion of Sponsor. By submitting a Submission, nominator hereby acknowledges and agrees that their Submission may be aired on KOB-TV without prior consent by or notice to the entrant and for no additional compensation. Further, each entrant certifies that the Submission is his or her own original work, and that he or she has the right to allow the publication of the Submission without

restriction, and Sponsor's use of the Submission will not infringe the rights of any third parties (e.g., copyrights, rights of publicity, etc.).

- 4. How the Winner is Chosen:** Starting on Friday, JANUARY 13, 2023, one (1) Grand Prize winning Submission will be selected by Sponsor from among all eligible Submissions received up to the day before each judging date, using the following judging criteria and percentages: (1) what Nominees do to deserve a "Morning Shift Salute" (75%) and how the Nominees work helps or impacts their community or place of work (25%). The Submission with the highest overall score among all Submission received in that Judging Pool will be deemed the Grand Prize winning Submission. In the event of a tie, the Submission with the highest score in the "what Nominees do to deserve a 'Morning Shift Salute'" category will be deemed the Grand Prize winning Submission from among all tying Submissions. Sponsor reserves the right not to award the Grand Prize in the event not enough sufficient and eligible Submissions are received in any Judging Pool throughout the Contest Period. In the event that there is any Judging Pool where not enough sufficient and eligible Submissions are received, Sponsor reserves the right to award the Grand Prize for that Judging Pool in a subsequent Judging Pool or to decide not to award a Grand Prize for that Judging Pool, at Sponsor's sole discretion. The Nominator with the winning Submission will be notified by telephone and/or email on or about the day of or after the judging and the winning Nominee (and Nominator) may also be announced one day the following week on a KOB-TV morning newscast.
- 5. Prizes and Approximate Retail Values ("ARV's")/Claiming Prize :** Up to 40 Blake's Lotaburger Breakfast Burritos and up to 40 Cups of Coffee delivered to Nominee's business AND the Nominator will accompany the KOB news team (consisting of a reporter, camera person and crew) and present the "Morning Shift Salute" Prize to the winning Nominee if in the immediate Albuquerque metro area. ARV: Up to \$325. The Grand Prize will be awarded to the Nominee in the Submission, who will hereinafter be referred to as the Grand Prize Winner. The Nominator will be required to assist in presenting the "Morning Shift Salute" to the winning Nominee. **PLEASE NOTE:** In the event the winning Nominee is not in located in the immediate Albuquerque metro area, the nominator will still need to assist KOB 4 and Blake's Lotaburger in setting up the "Morning Shift Salute" delivery and will need to attend the event, which will be shot on a cell phone by Blake's Lotaburger and sent to KOB 4. Sponsor reserves the right in its sole discretion to substitute the prize, or any portion thereof, for one of equal or greater value, for any reason. The Winner is solely responsible for local, state and federal taxes on the prize, if any. In order to be deemed a Winner, the winning Nominator AND Nominee must be willing to accept their "Morning Shift Salute" and appear on-camera and be featured during a KOB 4 newscast. Upon Winner verification, **as a condition of being named the official winner**, the potential Nominator must coordinate with Sponsor the presentation of the "Morning Shift Salute" breakfast delivery. In the event the Sponsor and Nominator are unable to coordinate the presentation of the Grand Prize, an alternate winner may be selected using the Judging Criteria set forth in Section 4 above, time permitting. Any unclaimed prize remains the property of Sponsor.
- 6. Participation Conditions/Release/Consent to use Likeness:** By participating, each entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor which are binding and final in all matters relating to this Contest; (b) release and hold harmless the Released Parties from and against any and all claims, expenses and liability, including, but not limited to negligence and damages of any kind to persons and property, including, but not limited to, invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's participation in this Contest and acceptance or use or misuse of prize; (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorney's fees) arising out of or relating to an entrant's participation in the Contest and/or entrant's acceptance, use or misuse of prize; and (d) allow Sponsor's use, for promotional

purposes, of his/her likeness, voice and/or address (city/state) without any additional compensation.

- 7. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, for any reason whatsoever, including, without limitation, fire, flood, natural or man-made epidemic of health or other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order or regulation, public health crisis, order of any court or jurisdiction or if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the participation process or the operation of the Contest or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Only the type and quantity of prizes described in these Official Rules will be awarded. The invalidity or unenforceability of any provision of these 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 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. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
- 8. Limitations of Liability:** The Released Parties as set forth above are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to, malfunctions, interruptions or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the participation process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of phone calls; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any Prize.
- 9. Privacy Policies and Data Collection:** Information provided by you for this Contest on the entry form is subject to Sponsor's privacy policy located at: https://hubbardbroadcasting.com/privacy-policy/?utm_source=kob&utm_medium=link&utm_campaign=privacy-policy.shtml. By entering this Contest, each entrant agrees that the Sponsor has the right to contact the entrant by phone, direct message, or email accounts provided on the entry form to administer and fulfill this Contest.
- 10. Disputes/Governing Law:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or the prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal or state court of New Mexico; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' or legal fees; and (3) unless otherwise prohibited, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual 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, or the rights and obligations of the entrant and Sponsor in connection with this Contest shall be governed by, and construed in accordance with, the laws of the State of New Mexico without giving effect to any choice of law or conflict of law rules (whether of State of New Mexico) or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New Mexico.

11. Contest Winners/Official Rules: For a copy of these official rules see the Website until **MAY 5, 2023, or for the names of the Contest winners (available after APRIL 28, 2023)**, send a hand-printed, self-addressed, stamped envelope by **MAY 5, 2023**, to: Winners List/Official Rules (designate which), KOB 4 Morning Shift Salute Contest Winner, 4 Broadcast Plaza S.W., Albuquerque, NM 87104.

12. Sponsor: KOB-TV, LLC and its program KOB 4, 4 Broadcast Plaza S.W., Albuquerque, NM 87104.