Flora Templeton Stuart's Poppy's Field Trip OFFICIAL RULES

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

PROMOTION DATES

1) The Flora Templeton Stuart's Poppy’s Field Trip will begin on August 30, 2019 at 5:30AM CST and end on Friday May 8, 2020 at 9AM CST.

2) The deadline for the Poppy’s Field Trip 2018-2019 year is April 17, 2020 at 12:00AM CST.

ELIGIBILITY RESTRICTIONS

1) The Promotion is open to all legal residents of the United States and the District of Columbia (except NY and FL) who are 18 years of age or older at the time of entry and who live in WBKO’s viewing area (Grayson, Ohio, Muhlenberg, Logan, Simpson, Allen, Monroe, Cumberland, Adair, Green, Hart, Edmonson, Butler, Warren, Barren, Todd and Metcalfe counties). Employees of WBKO (the “Station”), its parent, subsidiary, and affiliated entities, its advertising agencies, participating sponsors/promotional partners, other broadcasting stations in the Bowling Green, KY DMA (as defined by Nielson), 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

2) 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.

ENTRY

1) To participate in the Promotion; you must be an elementary, middle, or high school principal, administrator, faculty member, or staff member located within the Stations’ viewing area (see Section 2(a) above for eligible counties). You must submit entries by use of your school email address via the following method:

   a) VIA COMPUTER OR MOBILE DEVICE: Go to www.wbko.com/fieldtrip and fill out a Nomination form. Nominations must contain the following information: principal’s name, the nominee’s name, position and/or title and the nominee’s authorized work email address and reason for nomination. Nominations must contain a description
limited to 1,000 words or less for reason of nomination; not limited to overall school achievement, club, band, or sports team achievement but for any leadership acknowledgment to individual/s within the school.

b) Entries submitted will not be acknowledged or returned. Use of any device to automate entry is prohibited. Proof of submission of an 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.

c) Nominations can be submitted throughout the Promotion Period between the dates of Monday, August 5, 2019 beginning at 5:30AM CST and ending Friday, April 17, 2020. Schools may submit various nominations throughout the Promotion Period for various accomplishments/activities. There is no limit to the number of times a school may be submitted for nomination or be selected for a weekly vote.

d) Principals of a weekly winning school must agree to allowing the student or student body in which nomination was submitted plan and host an event at their school which shall include WBKO, Flora Templeton Stuart, and Poppy, the mascot for The Law Firm of Flora Templeton Stuart on a Wednesday between the hours of 8AM CST and 2PM CST the following week after receiving notification of winning.

e) Principals must agree to the broadcast of any taped Assembly/Event on WBKO’s AM KY morning show. School must have waivers on file from students with consent for students to be aired within the taping allowing for airing of taped accomplishments/activities or any posting of the taped segment (in whole or in part) and any photograph on the Station’s web channel, Facebook Page, as well as Sponsor, Flora Templeton Stuart Facebook Page.

2) Odds of winning depend on the number of nominations received.

3) WEEKLY VOTE SELECTION PROCESS

a) Once a month during the of the Flora Templeton Stuart’s Poppy’s Field Trip beginning September 13, 2019 and ending May 1, 2020. WBKO will randomly select two school nominations and will post and announce on the Station’s AM KY Friday morning show between 5 AM CST and 7AM CST. Station will also post nominated schools to www.wbko.com/fieldtrip by 9AM CST on same day as announced.
b) Viewers eligible to vote (see Section 2(a) above for eligible counties) may vote by visiting www.wbko.com/fieldtrip beginning the Friday of announcement by internet beginning at 9AM CST and continuing until the following Monday ending at 12PM CST.

4) Multiple voting per poll may be restricted per unique user by our polling software.

   a) The Station will not announce a winner nor feature a school during AM KY for the weeks of October 7, 2019, November 25, 2019, December 23, 2019, December 30, 2019, April 6, 2020.

WINNER SELECTION AND NOTIFICATION

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

2. Grand Prize Winner will be selected via random drawing on Monday, May 4, 2020 at 10 AM CST and notified by WBKO by phone shortly thereafter.

3. Principal of winning school will be required to assist in planning of the Award Ceremony. Award Ceremony will need to be scheduled prior to 2PM of Friday, May 8, 2020. The Station and Flora Templeton Stuart, and Poppy will travel to winning school for an award ceremony.

4. Winning school will be awarded a check in the amount of $2,000 from The Law Firm of Flora Templeton Stuart to be used for leadership incentives.

5. Winner must execute and return any required affidavit of eligibility and release, publicity release 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.

CONDITIONS

1. Payments of all federal, state and local taxes are solely the responsibility of the winner(s). Winner(s) 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.

2. Participating in the Promotion and acceptance of a prize constitutes a 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.

3. By participating in the Promotion, you:

a) 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 the 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;

b) Acknowledge that the Station reserves the right, in its sole discretion, not to use the Materials at all; and

c) represent and warrant that: you are 18 years of age or older; 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; you are either the parent (or legal guardian) of any minor featured in the Materials or have received the express consent of the parent (or legal guardian) for any such minor to appear in the Materials and to enter the minor’s likeness in the Materials in the contest; 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.

2) 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. 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.

3) 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.

4) 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 web channel, 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 web channel, 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.

5) 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 lost, stolen, mangled, misdirected, postage due, illegible, incomplete, incorrect, or late entries. Due to online streaming delays, online viewers of station programming may have difficulty participating in on-air contests. 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.
6) To the fullest extent permitted by law, by participating in the Promotion, you understand and agree that:

a) 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;

b) 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);

c) 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; and

d) 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 conflict of law principles, and you submit to the jurisdiction of the courts within the same State or Commonwealth and waive all objections to the jurisdiction or venue of such courts.

7) The invalidity or unenforceability of any provision of these Official Rules 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.

8) To obtain a copy of the Official Rules or a list of winner(s) following completion of the Flora Templeton Stuart’s Poppy’s Field Trip Promotion, send a self-addressed, stamped envelope specifying “Official Rules” or “Winner List” to Flora Templeton Stuart’s Poppy’s Field Trip OFFICIAL RULES Winner List or Official Rules Request, WBKO, 2727 Russellville Rd. Bowling Green, KY 42101. 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 WBKO, 2727 Russellville Rd. Bowling Green, KY 42101. All such requests must be received within thirty (30) days following completion of the Promotion.

OFFICIAL RULES, TERMS OF USE AGREEMENT & PRIVACY POLICY

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.wbko.com/legalverbiage/headlines/158511785.html (Terms of Use) and http://www.wbko.com/legalverbiage/headlines/158509635.html (Privacy Policy) or at the main studio of WBKO, 2727 Russellville Rd. Bowling Green, KY 42101.