

## Studio 701 April Fool's Challenge Official Rules

**1. Sponsors.** This contest ("Contest") is sponsored by KXMC+ ("Station"), 1811 N 15<sup>th</sup> St. Bismarck, ND 58501 (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 this Contest, 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 KXMC+'s viewing area and who are at least 18 years of age at the time of entry. Current or former employees of KXMC+, Nexstar Media Group, Inc. and its subsidiaries, Mission Broadcasting, Inc., the other Sponsors, the other television and radio stations and multichannel video programming distributors in KXMC+'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 KXMC+ contest or contest only once (1) every 30 days. Only one (1) 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 (1) every six (6) months. Text, data, or messaging rates may apply.

**3. Entry.** This Contest will accept entries beginning on March 31, 2023 at 9:00am (CST) and ending on March 31, 2023 at 11:59pm (CST). To enter the Contest, entrants must watch Studio 701 and submit 7 things they spotted that was wrong on the March 31st show to [studio701@kxnet.com](mailto:studio701@kxnet.com). Entrants must include their name, phone number, email address and date of birth in order to enter. Incomplete entries will not be considered. All entries must be received by March 31, 2023 at 11:59pm (CST) . One (1) entry per person will be accepted.

Sponsor(s) is/are not responsible for technical or computer, 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.

An entrant may use only one email address to submit entries during the Contest. If an entrant uses multiple email addresses to submit more than one entry per day, the entrant will be disqualified. For entries submitted online, entries will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry. The authorized account holder is the natural person who is assigned to the e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning the e-mail address or the domain associated with the submitted e-mail address. Any automated or computer-generated entries, fake or duplicate identities, spam, or improper techniques (as determined by the 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 KXNet.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/OR 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 KXNet.com's Terms of Use and the Privacy Policy located at <https://www.nexstar.tv/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 KXNet.com, for any purpose whatsoever, worldwide, in perpetuity, without any further authorization from or compensation to the entrant. The Sponsors reserve the right to reject and disqualify any submissions that do not meet the terms and conditions of these Contest rules.

**4. Odds of Winning.** The odds of winning depend on the number of eligible entries received.

**5. Prize(s).** There will be one (1) winner in this Contest. By April 3, 2023 at 8am (CST), the winner will be selected as the first entry to submit all 7 answers correctly by emailing [studio701@kxnet.com](mailto:studio701@kxnet.com). Winners will be notified that they won by phone or email. The winner will receive KX News/Studio 701 merchandise. The approximate retail value of the prize is \$60.00. Entrants can win only once.

The potential winners will be contacted by a representative of the Sponsors and must reply within 48 hours to maintain eligibility. If a potential winner cannot be contacted within this time period or fails to respond to any attempted contact, such potential winner will be disqualified, his/her entry will be declared null and void and the Sponsors reserve the right, in their sole and absolute discretion, to choose another potential winner by the process referred to above.

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.

**6. Conditions for Acceptance of the Prize(s).** The winner or winners must claim the prize(s) in-person at KXMC+, located at 1811 N 15<sup>th</sup> St. Bismarck, ND 58501, during regular business hours Monday – Friday from 8 AM CST – 5 PM CST). Prize(s) will not be mailed under any circumstances. The prize(s) must be claimed by May 31, 2023 at 5pm CST or it/they will be forfeited. Winners 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 or contest conducted by the Station for thirty (30) days.

Payment of all federal, state and local taxes is the sole responsibility of the winners and the winners may receive an IRS 1099 Form 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. Winners are required to fill out any tax forms requested by the Sponsor(s) in order to receive their prize(s).

Winners 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 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 KXNet.com for any purpose whatsoever, worldwide, in perpetuity, without any further authorization or compensation to the winner(s).

**7. Social Media.** For contests or contest conducted or promoted on Facebook, Twitter, Instagram, YouTube, Snapchat, iHeartRadio, or any other social media website (each a “Social Media Site” and collectively the “Social Media Sites”), the Sponsors reserve the right to void any entrant’s entry in the Contest for failure to abide by the guidelines, policies, or procedures of the applicable Social Media Site, and to delete or remove any of entrant’s related “Likes,” comments, posts, tweets, videos, photos, user generated content, or other electronic messages, communications, or submissions at their discretion. The Sponsors also reserve the right to block, ignore, report, and/or completely prevent any entrant, account, user, or profile from accessing the Contest and/or the Sponsors’ profile(s), account(s), website(s), blog(s) or handle(s). This Contest is in no way sponsored, endorsed or administered by, or associated with the Social Media Sites. By entering this Contest, entrants agree to release and hold the Social Media Sites harmless from any or all claims, liability, damages, judgments, fines, costs, expenses related to or associated with their participation in this Contest. Entrants understand that by logging-in to the applicable Social Media Site, that they agree to comply with the Social Media Site’s Terms of Service, and that their personal information is subject to the Privacy Policies and information collection practices of the Social Media Site. Entrants agree that the Sponsors are not responsible for the collection, disclosure, transfer, or dissemination of their personal information, whether directly or indirectly, by third party advertisers, marketers, or any other transferees. For entries submitted through the Social Media Sites, the Sponsors may be limited to using the information in a manner set forth by the Social Media Sites and in no other way.

**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 KXNet.com.

**10. Contact Information.** For questions or more information about this Contest, please contact KXMC+ at 1811 N 15<sup>th</sup> St. Bismarck, ND 58501. For a copy of these rules, addendum, and/or list of winners please go to KXNet.com or send a self-addressed stamped envelope to KXMC+ within sixty (60) days of the end of this Contest.