

Auto Racing Challenge Official Rules

1. Sponsors. This contest (“Contest”) is sponsored by KELOLAND TV (the “Station”), 501 S Phillips Ave, Sioux Falls SD 57104, and Gary’s Gun Shop, 905 W 41st Street, Sioux Falls SD 57105 (collectively, the “Sponsors(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 Sponsors(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 RESPONSIBIITY OF ORGANIZING THIS Sweepstakes 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. This Contest is open to permanent legal U.S. residents who reside within KELOLAND TV’s viewing area and who are at least 21 years of age at the time of entry. Current or former employees of KELOLAND TV, Nexstar Media Group, Inc. and its subsidiaries, the other Sponsors, the other television and radio stations and multichannel video programming distributors in KELOLAND 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 KELOLAND contest or sweepstakes only once 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 every six (6) months. Text, data, or messaging rates may apply.

3. Entry. This Contest will begin accepting entries February 9th, 2018 at 12:00 PM CT and ending on April 30th, 2018 at 12:00 PM CT (the “Entry Period”). To enter the Contest, entrants must visit KELOLAND.com and submit an entry form. Entrants must include their name, phone number, e-mail address, date of birth and driver selections in order to enter. Individual driver selections can be added to the entry form at least three days prior to the official race date. Driver selections will be available beginning each Tuesday during the Entry Period. Please note that drivers may change, without notice from the Sponsors, *at any point up to the official race start time*. Such changes are beyond the control of the Sponsors. As noted below, driver selections may be updated up to 30 minutes before the official start time.

For purposes of driver selections, each eligible entrant will be presented with a pre-selected list of races for that week and the participating drivers. Entrant must select the top 10 finishers for each available race. Entrant will receive a starting value of 20 points per driver. Points will be calculated based on the accuracy of the predicted finishing position of a driver compared to the actual

finishing position that specific driver receives. The difference of the predicted finishing position compared to the drivers actual finishing position will be subtracted from 20 and the result will be the points entrant receives for that driver selection.

For example:

If the entrant selects a third (3rd) position for a driver and that driver finishes the respective race in fifth (5th) position, the entrant would receive 18 points (20 minus 2) for that specific driver selection.

If entrant selects a driver that does not finish in one of the top ten (10) positions, entrant will not receive any points (0) for that race.

Entrants will not receive less than zero points for any pick. If Entrant fails to select a driver to one of the top 10 positions for a specific race, entrant will receive 0 points for the empty driver selection. The points score for each race is the total points earned collectively for each driver position selection within that race.

Points are awarded for the drivers, not for the cars being raced. Entrants must have the driver picked to get the points for each pick, regardless of the car being driven.

Entrants may complete driver selections up to approximately 30 minutes BEFORE the official start time of each race. Less than 30 minutes prior to the official start time of each race, entrants will be locked out of the driver options and thus unable to make or change driver selections. Race start times are subject to change and races may be moved forward or backwards in the schedule. In the event that any selections are submitted after the official race start time, those driver selections will be considered invalid, and no points will be awarded. All times displayed on the schedule are Eastern and will be based on the scheduled start time of the race. Entrant may change a pick for any race up until 30 minutes prior to the time that race starts, and the selection system is locked. Entries must be completed on time. Once a race is locked, Entrant may not change driver selections for that race.

Incomplete entries will not be considered. All entries must be complete and received by April 30, 2018 at 12:00PM CT. One (1) entry per person will be accepted.

The eligible entrant who predicts the most correct driver positions per race and receives the most points per month will be selected as the monthly winner.

The eligible entrant who predicts the most correct driver positions per race and receives the most cumulative points for the entire season will be selected as the overall season winner.

Sponsors(s) is/are not responsible for 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 these Official Rules.

Sponsors(s) is/are not responsible for any delays, blackouts or cancellations associated with the broadcast of any associated programming.

Entry materials that have been tampered with or altered are void. Any automated or computer-generated entries, fake or duplicate identities, spam, or improper techniques (as determined by Sponsors(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 Sponsors(s) in its/their sole discretion. If the Sponsors(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 Sponsors(s)) compromise the security, fairness, integrity or administration of the Contest, the Sponsors(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 KELOLAND.com. Sponsors(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. The Sponsors(s) reserve(s) the right to disqualify any entrant who acts in a disruptive, harassing, vulgar, or unsportsmanlike manner, as determined by the Sponsors(s) in its/their sole discretion. Entries not conforming to these 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(S) 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 KELOLAND.com Terms of Use and the Privacy Policy located at <http://www.keloland.com/about/terms-and-conditions-of-use> . Upon entry, all entry information becomes the property of the Sponsors(s), and entrants grant the Station the right to distribute all of their entry information to the other Sponsors(s). By entering, entrants grant the Sponsors(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 <<station website>>, 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 and accuracy of the eligible entries received.

5. Prize(s). There will be one overall winner in this Contest based on the driver points system established above.

On April 30, 2018 at 12:00 PM CT the entrant with the most cumulative driver selection points for all races run from February to April during the official season will be determined as the overall season winner.

The winner will receive a \$50 gift card to Gary's Gun Shop.

In the event of a tie where two or more eligible entrants have the same total of points, the eligible entrant that has the most correct driver selections will be determined as the winner.

There may be up to a 48-hour delay after the completion of a race for points to be calculated and points totaled for each race. Final race results will be based on the official race results once they are posted. Any later modifications to these results after the official race results are originally posted will not be considered in the points being awarded for this Contest.

All results are unofficial until winner(s) is/are verified by the Sponsors(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 Sponsors(s) is/are not responsible for defective prizes. Sponsors(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 must claim the prize(s) in-person at the Station, 501 S Phillips Ave, Sioux Falls SD 57104, during regular business hours (Monday - Friday from 8 AM to 5 PM CT). The prize(s) must be claimed by May 31st, 2018 at 5pm CT 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 notifications 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). Upon forfeiture of the prize(s), the Station has the right 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.

Payment of all federal, state and local taxes is the sole responsibility of the winner(s) and the winner(s) may receive an IRS 1099 Form or equivalent from the Sponsors(s). The Sponsors(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 Sponsors(s) in order to receive their prize(s).

Winner will be solely responsible for any and all license and registration fees, accommodations, transportation costs, gratuities and all other items of an incidental nature. Prize(s) may subject to availability. All expenses on receipt and use of prize(s) are the sole responsibility of the winner(s), the Sponsors(s) is/are not responsible for any weather changes or extenuating circumstances

relating to a prize received. The Sponsors(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 Sponsors(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. Sponsors(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 Sponsors(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, Facebook and on <<station website>>, for any purpose whatsoever, worldwide, in perpetuity, without any further authorization or compensation to the winner.

7. Social Media. For contests or sweepstakes 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 Sweepstakes 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 Sweepstakes and/or the Sponsors’ profile(s), account(s), website(s), blog(s) or handle(s). This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with the Social Media Sites. By entering this Sweepstakes, 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 Sweepstakes. 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. Sponsors(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 Sponsors(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. Sponsors(s) reserve(s) the right to make changes to these Official Rules in their sole discretion which will become effective upon announcement. Sponsors(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 Sponsors(s). Any such changes or termination will be announced on <<station website>>.

10. Contact Information. For questions or more information about this Contest, please contact KELOLAND TV at 501 S Phillips Ave, Sioux Falls SD 57104. For a copy of these rules, addendum, and/or list of winners please go to keloland.com/contests or send a self-addressed stamped envelope to KELOLAND TV 501 S Phillips Ave, Sioux Falls SD 57104, within thirty (30) days of the end of this Contest.