

Fox Wilmington Baseball Star Contest

Promotion Description. This promotion is sponsored by WSFX LLC 322 Shipyard Blvd. Wilmington, NC 28412 (“Sponsor(s)”). The promotion begins at 6:00AM starting on 5/5/23 and ends at 4:59PM on 7/2/23 (“Promotion Period”). Entries must be received by 4:59 pm the day of the promotion. Nine Prizes will be awarded for a total of (9) prizes. 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. All times herein are Eastern time zone.

Eligibility. No purchase necessary to enter or win. This promotion is open only to legal U.S. residents of the following counties in the station’s viewing area: New Hanover County, NC, Brunswick County, NC, Pender County, NC, Columbus County, NC, Bladen County, NC, who are 18 years of age or older at the time of entry. Employees and immediate family members of employees, or persons living with employees or immediate family members of employees, of Gray Television, Inc., WSFX-TV, the other Sponsor(s), and their respective parent companies, affiliates, subsidiaries, agents, and their advertising and production agencies are not eligible to participate in this promotion. The phrase “immediate family members” refers to spouses, parents, in-laws, children, siblings, and any other extended family members. Only one entry per individual will be accepted, and multiple entries will be disqualified.

How to Enter. There is one way to enter this promotion. Beginning at 6:00AM starting on 5/5/23 individuals go to www.foxwilmington.com, follow the links and instructions to enter, and submit your first name and last name, street address, zip code, telephone number, date of birth, and a valid email address in the online entry form. Entries must be received by 4:59PM on 7/2/23, in order to qualify. 1 winner will be chosen weekly for 8 weeks. All entries become the property of Sponsor(s), and Sponsor(s) reserve(s) the right to use any information submitted by entrants.

Entries must be filled out completely and legibly in order to qualify, and will be void if they are, in whole or in part, incomplete, illegible, damaged, irregular, counterfeit, altered, or obtained through theft or fraud. No mechanically reproduced, software-generated or other automated multiple entries are permitted. 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. For online entries, the authorized account holder of the e-mail address submitted at the 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 WSFX-TV and the other Sponsor(s) of this promotion may provide entrant with promotional materials and that WSFX-TV may release entrant’s personally identifiable registration information to the other Sponsor(s) for that purpose. WSFX-TV is not responsible for the use of entrant’s personally identifiable information by the other Sponsor(s).

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 an 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.

Social Media. To the extent this promotion is conducted on Facebook, Instagram, Pinterest, Reddit, Snapchat, Twitter or YouTube ("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).

Prize(s). 8 winners will receive (1): \$50 Bojangles Gift Card. Total ARV \$50 plus tax.

1 grand prize winner will receive (1): a \$100 Bojangles gift card & a 70" TV. Total ARV \$600 plus tax.

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.

How the Prizes are Awarded. A winner will be picked weekly at random on the designated contest page on FoxWilmington.com. We will notify the winner via email.

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

Conditions of Acceptance of Prize. A valid driver's license or other valid picture identification is required to claim a prize. The winner(s), and if applicable any travel companion(s), will be required to execute and return a release

and affidavit of eligibility prior to receiving their prize, or the prize will be forfeited. A winner must claim his or her prize by August 6, 2023, by 5:00 pm or the prize will be forfeited.

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. WSFX-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 WSFX-TV if WSFX-TV reports any winnings to the Internal Revenue Service.