

## Rules

**Tickets must be picked up during regular business hours from the KIDK Eyewitness News 3 Studios by 5pm on Tuesday July 14 or Thursday July 16, 2020.**

**Number of tickets are limited, first come first serve. No more than 10 tickets per household will be give out. KIDK Eyewitness News 3 has the right to refuse tickets to anyone.**

## Terms of Use

*Updated May [18], 2018*

### General

**This website at [www.localnews8.com](http://www.localnews8.com) (the “Website” or this or our “Website”) is owned and operated by a subsidiary or affiliate of News-Press & Gazette Company (collectively, “NPG,” “us” or “we”). The following terms of use (“Terms”) govern your use of our Website on any platform and in any format.**

Please read these Terms carefully. By using our Website, you acknowledge that you have read and accept these Terms. If you do not agree to be bound by these Terms, do not access or use this Website. NPG has the right, at its sole discretion, to enhance, change or discontinue all or part of this Website any time. We may update or change these Terms from time to time. If we do so, we will publish an announcement on the Website.

### User Registration, Password and Security

In general, you may access and use our Website in keeping with these Terms. However, to access and use certain features of this Website’s, you must register and create an account. By creating an account, you agree to (i) provide accurate, current, and complete information, which may include your user ID, password, email address, age, date of birth, phone number, (ii) maintain the security of your user ID and password at all times, and (iii) be fully responsible for use of your account.

You are responsible for maintaining security and control over your user ID and password that you create to use the Website. We are not responsible for any losses arising out of the unauthorized use of your accounts or the Website. If you believe that the security of your user ID and/or password has been compromised, you agree to immediately change your user ID and/or password to eliminate this security risk. You will notify us of any known or suspected unauthorized use of, or disclosure related to, your account.

### No Children Under 13

You must be at least 13 years old to use this Website. This Website is not

directed at and not intended for use by children under 13. There may be some features of this Website that require an account. NPG requires its users to provide a date of birth to create an account. You are not permitted to register an account if you are under 13 years old.

## Users Outside the United States

This Website is not directed at and is not intended for use by users outside the U.S. Please be advised that if you are located in the European Union or another region with laws related to data collection and use that may differ from U.S. law, your personal information submitted through this Website and transferred to the U.S. may not have the same legal data protection as in your jurisdiction.

## Consent to Receive Communications

If you register to receive newsletters, alerts, emails, or any other communications from us, you consent to receive such communications. You may opt out of these communications at any time using the prompts contained at the bottom of the communications.

With your prior express written consent, we may also send advertising text messages using an autodialer to your mobile number. Subscribing to text messages is not a condition of purchasing any property, goods or services.

## Functionality and Prohibited Uses of this Website

### *Functionality*

We may limit the amount of storage space, activity, bandwidth, or any other resources available on this Website in its discretion. Periodically, this Website may become unavailable due to required maintenance or other reasons. NPG assumes no responsibility for any errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communications line failures, theft, destruction, or unauthorized access to, or alteration of, any content or information that you submit on, to, or through the Website.

This Website and all of the services offered on this Website are provided "as is" without express or implied warranty of any kind (including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and noninfringement). In no event will NPG, ITS SUBSIDIARIES OR AFFILIATES be liable for damages of any kind, including without limitation any special, indirect, incidental, or consequential damages.

### *Prohibited Uses*

- **You will not manipulate this Website by any means, including but not limited to the use of bots, botnets, automated scripts, or other automated or electronic means. You will not plant viruses or disturb our system through any Trojan horse, spyware, adware, malware, bot, time bomb, worm, or other harmful or malicious component, which might**

**overburden, impair, or disrupt this Website or any Website user's use, access, or experience. If you manipulate or disrupt our Website in connection with a contest or sweepstakes you may be disqualified from participation.**

- **You will not interfere with, tamper with, or damage this Website in any way whatsoever, including but not limited to by trespass, burdening network capacity, repeatedly posting the same or similar content, or uploading or otherwise disseminating viruses, worms, spyware, adware, or other malicious code.**
- **You will not circumvent, disable, or otherwise interfere with security-related features of the Website or any features that prevent or restrict use or copying of any content or enforce limitations on use of this Website.**
- **You will use this Website only for private, non-commercial purposes.**

## Content of this Website

### *NPG Proprietary Content*

All content used on and in this Website and the functionality of this Website, including without limitation the text, logos, designs, icons, software, scripts, source code, graphics, photos, images, likenesses, domain names, interactive features, and the like, and the trade secrets, trademarks, trade names, service marks, copyrights, and logos contained therein, but *excluding* User Content as defined below (collectively, "NPG Content"), are owned by or licensed to NPG and are proprietary and protected by applicable intellectual property law. No express or implied rights are conferred on you to use NPG Content. Except as explicitly permitted by these Terms or the functionality of this Website, NPG Content may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, modified, adapted, sideloaded, used in derivative works, or otherwise exploited for any other purposes whatsoever without our prior written consent. We may change any NPG Content without notice.

### *We Do Not Control Third-Party Content*

This Website may contain content, resources, and services from third parties, including but not limited to User Content (defined and discussed below). We may provide links, data, or information related to third parties and their materials. We have no control over these third parties, and, as such, we do not endorse and are not responsible or liable for any such third-party material, or its accuracy or quality. You assume full responsibility when you choose to access

third-party content or follow any links that lead you to third-party websites. You should review the terms of use and privacy policies of these third-party websites.

### *User Content – What You Can and Cannot Submit*

Subject to these Terms, users may submit, upload, and/or post to the Website data and digital media as may be permitted from time to time by the Website, which may include text, pictures, audio, video, electronic files, and other content supplied by you and other users (“User Content”). By submitting, uploading, or posting User Content, you acknowledge that NPG will store User Content on NPG’s or cloud providers’ servers for use on or by the Website.

For each piece of your User Content, you agree that:

- ***You are responsible for your User Content.*** You are solely responsible for all of your User Content submitted, posted, uploaded, and/or displayed on the Website and for your interactions with other Website users.
- ***You must have the rights to all content in your User Content.*** Your User Content, and each and every part of it, is an original work by you, or you have all full and necessary legal rights and authority, including but not limited to, copyrights, trademarks, rights of attribution, rights to credit, neighboring rights, moral rights, or any other intellectual property or proprietary rights, to use and to authorize NPG to use, or, where relevant, to grant us the licenses to the content pursuant to these Terms, on behalf of yourself and any composers, publishers, authors, or other third parties.
- ***You will not infringe on the rights of others.*** Your User Content does not and will not infringe upon or violate the rights of any third party, including, without limitation, copyright, trademark, intellectual property rights, rights of privacy or publicity, real property rights, or rights in confidential information.
- ***You will not submit prohibited content.*** Your User Content does not contain falsehoods, misrepresentations, or deceptive material that is unlawful, obscene, patently offensive, defamatory, libelous, threatening, sexually explicit, harassing, hateful, racially or ethnically offensive, and does not encourage conduct that would be considered a criminal offense,

**trespass, give rise to civil liability, violate any law, and is not otherwise inappropriate or objectionable.**

- ***You will not use the Website for commercial activities, spam, scams, or advertising. Your User Content does not contain any unsolicited or unauthorized advertising, promotional messages, mass email, spam, or any other form of solicitation involving commercial activities and/or sales, such as contests, sweepstakes, advertising, or pyramid schemes.***
- ***You waive moral rights in your User Content. You hereby irrevocably and unconditionally waive any and all moral and like rights that you may have in your User Content and hereby agree not to make any claim based on such moral or like rights with respect to our use of your User Content in keeping with these Terms.***
- ***We are free to use your User Content on the Website. We are free to use your User Content in keeping with the terms of these Terms and our Privacy Policy.***
- ***You will not be paid for your User Content. We are not be required to pay you or any person or entity for your User Content.***
- ***Your User Content will not harm anyone. Your User Content dos not include information that poses or creates a safety or security risk to any person.***

**We are under no obligation to post or use any User Content, and we may remove User Content of which we become aware at any time for any reason in our sole discretion.**

**We reserve the right to decide whether User Content is appropriate and complies with these Terms, and we may prevent User Content from being displayed or remove it if we decide in our sole discretion that the User Content is not appropriate and/or does not comply with these Terms. We assume no responsibility or liability for the deletion, corruption, or loss of User Content or failure to receive or store User Content for any reason, including, without limitation, malfunctioning of any network, hardware, or software. Removal of User Content will not automatically result in the deletion of the relevant files from our or our cloud providers' systems and servers. Unless required by law, we are not obligated to ensure the deletion of User Content from any servers or systems operated or used by NPG or to require that any user delete any specific**

material. Our Privacy Policy provides additional information on retention of and access to your personal information.

### *User Content - Your Grant of Rights to Us*

By submitting User Content on the Website, you grant us a worldwide, non-exclusive, royalty-free, sublicenseable, transferable, and perpetual license to use, distribute, publicly display, and publicly perform your User Content in connection with the Website. You also grant each other user a non-exclusive license to access your User Content and to use your User Content as permitted by the functionality of this Website and these Terms. The grant of rights by you to NPG and by you to other users described in this paragraph is, in each case, subject to our Privacy Policy.

### **DMCA Copyright Notice and Repeat Infringer Policy**

If you are a copyright holder who believes that any of the products, services, or content which are directly available via the Website contain infringing copies of your work, please notify us at:

Elizabeth Spainhour

Brooks Pierce

P.O. Box 1800

Raleigh, NC 27602

Phone: 919.573.6229

Email: [espainhour@brookspierce.com](mailto:espainhour@brookspierce.com)

We reserve the right to terminate a user's access to the Website if we determine, in our sole discretion, that the user is a repeat infringer. For purposes of the Digital Millennium Copyright Act, a repeat infringer is a user who has been notified of infringing activity and has had User Content removed from the Website more than once.

### **Contests, Sweepstakes and Promotions**

You acknowledge that if and when NPG sponsors contests, sweepstakes or promotions (each a "Special Promotion"), or third parties sponsor a Special Promotion in conjunction with NPG, NPG or the third party will post terms and conditions in the official rules and/or registration area for the Special Promotion that apply to the particular Special Promotion. Those terms and conditions, to the extent they conflict with these Terms, will govern that particular Special Promotion.

### **Termination**

If you fail, or if we suspect that you have failed, to comply with any of the provisions of these Terms, we may, in our sole discretion, without notice to you,

terminate, suspend, disable, or prohibit your access to the Website. If your access has been terminated, we may, but we are not obligated to unless required by law, irretrievably delete any and all content we have stored pertaining to your activity on our Website.

You may terminate this agreement at any time by simply discontinuing access to and use of the Website.

## **Legal Disputes**

### *Choice of Law, Venue, and Jurisdiction*

These Terms are governed by the laws of the State of Missouri. You expressly agree that exclusive jurisdiction for any claim or dispute with NPG concerning these Terms or relating in any way to your use of the Website resides in the federal and state courts located in Missouri. You further agree that neither you nor NPG, its subsidiaries or affiliates will participate in a class action lawsuit or class action arbitration or claims brought in a private attorney general or representative capacity, if NPG or any of its subsidiaries or affiliates is a party to such a proceeding.

### *Indemnification*

You agree to indemnify, defend, and hold harmless NPG, its subsidiaries, and affiliates and each of their directors, officers, shareholders, members, employees, representatives, successors, agents, partners, clients, and contractors from and against any loss, liability, claim, demand, damage, cost, and expense (including reasonable legal fees) asserted by any third party due or arising from or in connection with your use of or conduct on the Website, your violation of these Terms, or your violation of any rights of another user of the Website. NPG reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, which shall not excuse your indemnity obligations.

### *No Obligation to Participate in Disputes Between Users*

If there is a dispute between users of the Website, or between a user and any third party, you understand and agree that we are under no obligation to become involved. In the event that you have a dispute with one or more other users, you release NPG, its subsidiaries, and affiliates and each of their officers, employees, shareholders, members, agents, representatives, and successors from any and all claims, demands, and damages of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and/or the Website.

## **Miscellaneous**

Failure by NPG to enforce any provision of these Terms shall not be construed as a waiver of any provision or right. Nothing in these Terms shall be deemed to confer any third-party rights or benefits. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by NPG without restriction. If any provision of these Terms, or any portion thereof, is held to be invalid and unenforceable, then the remainder of these Terms nevertheless remain in full force and effect.

