

## John Adams Spirit of Idaho Official Rules

**Eligibility.** This contest is offered only to legal U.S. residents 18 years of age or older at time of entry. One winner per household. One winner per family. Prizes are non-transferable. Winners of a contest hosted or sponsored by Sponsor (as defined below) or its/their affiliates within the past 90 days are not eligible. Sponsor reserves the right to restrict the local winners to only persons whose primary residence is within a 60 mile radius of station. By entering, you agree to comply with all applicable law and these Official Rules, and you agree to abide by all decisions of Sponsor. Sponsor reserves the right to disqualify any entrant if these Official Rules are not followed. "Official Rules" means the rules on the contest entry page, these rules and the Additional Official Rules linked from this page.

**HOW TO ENTER:** Enter a photo at [kidk.com](http://kidk.com) or on the app by midnight on last day of the each month through July 31, 2021.

**Winner Selection.** Weekly winners will be select by John Adams and KIDK Eyewitness News . Weekly winner will the be submitted to the public for voting and winner will be determined by highest number of votes. Potential winner(s) will be notified either by email or phone within six (6) days of selection. Winner must respond to such notification, by contacting Sponsor provided in the notification within the time period described in the notification, or the Winner will be subject to disqualification, in which case the prize will be forfeited, and an alternate Winner will be randomly selected from among the remaining eligible entries, time permitting. Sponsor is not responsible for incomplete, incomprehensible, illegible, or out-of-service contact information.

**Prize Claim.** Winner will make arraignments with KIDK and John Adams GMC to claim prize.

**Odds.** Odds of winning depend on the number of voters.

**Sponsor:** In addition to the sponsor listed in the prior Contest welcome page, this Contest is also sponsored by KIDK Eyewitness News 3, 1915 N. Yellowstone Highway, Idaho Falls, 83406.

**Miscellaneous.** Sponsor reserves the right to use any and all information related to the Contest, including information on contestants obtained through the contest, for marketing purposes or any other purpose, unless prohibited by law. Sponsor not responsible for Internet crashes or slowdowns caused by network congestion, viruses, sabotage, satellite failures, phone line failures, electrical outages, natural disasters or acts of man or God. All results posted are unofficial until winners respond to e-mail notification. This contest is not intended for gambling. If it is determined that a contestant is using the contest for gambling purposes they will be disqualified and reported to authorities.

**NO ASSOCIATION WITH FACEBOOK.** THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, FACEBOOK. YOU ARE PROVIDING YOUR INFORMATION TO THE SPONSORS LISTED ABOVE AND NOT TO FACEBOOK. YOUR NAME MAY BE USED ON FACEBOOK TO ANNOUNCE THAT YOU HAVE WON. ANY QUESTIONS, COMMENTS OR COMPLAINTS REGARDING THE PROMOTION SHOULD BE DIRECTED TO THE SPONSORS, NOT FACEBOOK, AND YOU AGREE TO RELEASE FACEBOOK FROM ANY AND ALL LIABILITY IN CONNECTION WITH THIS PROMOTION.

**ADDITIONAL OFFICIAL RULES:**

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. THESE ADDITIONAL OFFICIAL RULES SUPPLEMENT THE RULES POSTED ON AND/OR AVAILABLE FROM THE SWEEPSTAKES ENTRY PAGE AND TOGETHER THEY ARE REFERRED TO AS THE OR THESE "OFFICIAL RULES." PLEASE SEE SWEEPSTAKES ENTRY PAGE FOR ADDITIONAL INFORMATION. THE TERM "SWEEPSTAKES" IS USED IN THESE OFFICIAL RULES TO REFER TO BOTH SWEEPSTAKES AND CONTESTS.

**ADDITIONAL ELIGIBILITY RESTRICTIONS:** This Sweepstakes is offered only to legal U.S. residents submitting entries and other data from the United States. News-Press & Gazette Company, Sponsor and their respective affiliates, subsidiaries, parents, advertising and promotional agencies, and other companies associated with the Sweepstakes, and each of their officers, directors, shareholders, representatives, employees, interns, partners and agents (the foregoing collectively, "Sweepstakes

Parties”) and members of Sweepstakes Parties’ immediate families and members of the same households of such individuals, are not eligible. The term “immediate families” includes spouses, grandparents, parents, siblings, children and grandchildren. No groups, clubs, or organizations may participate in this Sweepstakes or reproduce or distribute any portion of these Official Rules to their members. Proof of age, identity, and eligibility must be furnished to Sponsor upon request. All entry form information must be complete and accurate. Sponsor will not award a prize to anyone not meeting eligibility requirements at the time of entry.

**ENTRIES:** Sponsor will not verify receipt of entries. Incomplete entries are void. Sponsor is not responsible for entries that are lost, late, misdirected, incomplete, incomprehensible, illegible, damaged, undeliverable or delayed. Photocopied and mechanically generated entries are void. Entries generated by any automated means are void. Electronic entries will be deemed to have been submitted by the authorized account holder of the email address submitted at the time of the entry. “Authorized account holder” is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. Entries become property of Sponsor and will not be returned. Online entrants must have valid email address and it is entrant’s responsibility to update Sponsor of any change in email address. Potential winner(s) may be requested to provide Sponsor with proof that the potential winner(s) is the authorized account holder of the email address associated with the winning entry.

Sponsor will not verify receipt of entries. Incomplete entries are void. Sponsor is not responsible for entries that are lost, late, misdirected, incomplete, incomprehensible, illegible, damaged, undeliverable or delayed. Photocopied and mechanically generated entries are void. Entries generated by any automated means are void.

**INTELLECTUAL PROPERTY GUIDELINES:**

All entries in contests/sweepstakes that involve submission of content from users/participants are subject to the following “Intellectual Property Guidelines”:

1. All entries must be your original work and must not infringe upon any patent, trademark, copyright, trade secret, or other right of any third party. You or your parent or legal guardian warrant that you have all rights to transmit and, to the extent necessary, transfer all rights in and to all material submitted. Sponsor reserves the right to remove or disqualify any

entry that infringes or appears, in Sponsor's sole discretion, to infringe another party's intellectual property rights.

2. You or your parent or legal guardian agree to indemnify the Contest Entities, and hold them harmless from any and all claims and expenses, including attorneys' fees, arising from the entry and/or your failure to comply with these Official Rules.

3. All entries shall be considered "work for hire" under the Copyright Act and shall be the exclusive property of NPG. To the extent necessary, you or your parent or legal guardian hereby further transfer all rights in the entry to NPG and agree to execute and deliver to Sponsor any additional documents Sponsor desires to effectuate and confirm the same. Without limitation, Sponsor shall have the exclusive right, in Sponsor's sole discretion, without obligation (except as specifically provided in these Official Rules), throughout the universe, and in perpetuity, to use, copy, print, display, reproduce, modify, publish, post, transmit and distribute the entry and any material included in the entry in, on, or through all media (including, without limitation, the Internet, television, radio, print, and mobile communications).

4. Sponsor reserves the right, in Sponsor's sole discretion, to disqualify any entry that fails to meet these Intellectual Property Guidelines, appears to infringe another party's intellectual property rights, or is lewd or indecent, or contains profanity or obscene or offensive images, expressions of hate or abuse, inappropriate content, or any material that could give rise to any civil or criminal liability under applicable law or regulations.

5. Sponsor reserves the right, after entry has been submitted, to review the submitted materials with the entry to verify that entry complies with these Official Rules. If entry does not comply, Sponsor reserves the right to deem the entry not eligible and to disqualify the entry.

**ADDITIONAL PRIZE CLAIM DETAILS:** Prize must be claimed as specified on the contest page. To claim prize, winner(s) must provide a valid driver's license or state identification card.

Prize is non-transferable and may not be redeemed for cash. No prize substitution allowed by winner(s). Sponsor reserves the right to substitute a prize of equal or greater value for any reason in the sole discretion of Sponsor if the prize or any component thereof is unavailable for any reason.

All charges, fees, and costs not specifically included in the prize description above, including but not limited to personal incidental items, transportation, taxes, surcharges, souvenirs, gratuities, and licenses, are the responsibility of the respective winner(s) and, if applicable, their guests. For prize that

expressly includes travel, certain blackout dates may apply. Winner(s) responsible for all applicable federal, state, and local income taxes. An IRS Form 1099 will be issued for all prizes with an approximate retail value in excess of \$600.

In order to be named a winner, potential winner(s) may be required to sign and return an Affidavit of Eligibility/Prize Acceptance Form/Liability Release and/or where legally permissible a Publicity Release upon accepting a prize. Winner's guest(s), if applicable, may also be required to sign and return a Liability and Publicity Release prior to the winner's receipt of prize. Failure to sign and return such required forms by winner (and, if applicable, winner's guest(s)) may result in disqualification and selection of an alternate winner.

**USE OF SWEEPSTAKES INFORMATION; PUBLICITY RELEASE:** Notwithstanding any contrary provision in any of Sweepstakes Parties' respective privacy policies, entrants grant to Sweepstakes Parties, and Sweepstakes Parties reserve, the right to use any and all information related to the Sweepstakes, including information provided by entrants in connection with the Sweepstakes, for marketing purposes or any other purpose, unless prohibited by law. Except where prohibited, entry in the Sweepstakes constitutes each entrant's consent to use, publish, reproduce for all purposes, including publicity, promotion and advertising, in any media (including but not limited to the Internet, television, radio, and mobile promotions) in perpetuity without further compensation, credit or right of review or approval. As stated above, winner(s) may be required to sign a Publicity Release that grants permission to Sweepstakes Parties to use his or her name, photograph, likeness, voice, prize information and/or biographical information for all purposes, including publicity, promotion and advertising, in any media (including but not limited to the Internet, television, radio, and mobile promotions) in perpetuity without further compensation, credit or right of review or approval, unless prohibited by law.

**CONDUCT; NO INTERFERENCE WITH OPERATION OF**

**SWEEPSTAKES:** By entering the Sweepstakes, you agree to be bound by these Official Rules and additional rules posted on the contest page. You further agree to be bound by the decisions of the Sponsor, which shall be final and binding in all respects. You are responsible for complying with all applicable federal, state, and local laws and regulations and with these Official Rules, and by entering, you agree to be bound to these Official Rules.

You agree that in your participation in the Sweepstakes you will not use obscene, libelous or slanderous language, or language that infringes upon a third party's trademark, trade name or other intellectual property right or right of privacy. You agree to indemnify and hold harmless the Sweepstakes Parties against and from all claims, damages liabilities, costs and expenses asserted by third parties alleging that the Sweepstakes includes obscenity, libel, slander, or infringes upon the third party's intellectual property or privacy rights, as a direct result of your actions in connection with the Sweepstakes. You further agree to not knowingly damage or cause interruption of the Sweepstakes or to prevent others' participation in the Sweepstakes.

**CAUTION: ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO TAMPER WITH OR DAMAGE WEB SITES (IF ANY) ASSOCIATED WITH THE SWEEPSTAKES OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND ANY OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Further any such activity will disqualify the entrant and may result in the discontinuation, suspension, or cancellation of the Sweepstakes.**

For any Sweepstakes in which members of the public are invited to vote on an entry and/or winner, each person voting during the Sweepstakes is limited to votes associated with one and only one email address.

**GENERAL CONDITIONS; DISCLAIMER OF WARRANTY:** If for any reason, the Sweepstakes is not capable of running as planned for any reason, including but not limited to weather, infection by computer virus, bugs, tampering, and unauthorized intervention, fraud, technical failures, acts of God, war, terrorism, government regulation, disaster, fire, marches, strikes, civil disorder, or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity of the Sweepstakes, Sponsor reserves the right in its discretion to disqualify any individual it believes has tampered with the entry process, and/or cancel, terminate, modify or suspend the Sweepstakes. Sponsor reserves the right to select winner(s) from eligible entries received as of the termination date. Sponsor may prohibit an entrant from participating in the Sweepstakes if it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception or other unfair playing practices or intending to abuse, threaten or harass other

entrants. The Sweepstakes Parties (i) assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries; (ii) are not responsible for any problems or technical malfunction of any telephone network or lines, wifi networks, computer online systems, servers, or provider, computer equipment, software, failure of any entry information to be received by Sponsor due to technical problems, human error, or traffic congestion on the Internet or wifi networks or at any website or the entry location; or (iii) any combination thereof, including any injury or damage to the participant's or any other person's computer related to or resulting from participation or downloading any materials in this Sweepstakes. SPONSOR MAKES NO WARRANTY, GUARANTEE, OR REPRESENTATION OF ANY KIND CONCERNING ANY PRIZE, AND SPONSOR SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS, AND ANY OTHER IMPLIED WARRANTY.

**INTELLECTUAL PROPERTY:** The Sweepstakes and all Sweepstakes-related materials, and all related website pages, contents and code (if any), are copyright of the applicable Sweepstakes Party. The names, logos, trademarks, services marks and icons identifying the products and services ("Marks") of Sweepstakes Parties are proprietary Marks of the applicable Sweepstakes Party. Copying or unauthorized use of any copyrighted material or Marks without the express written consent of its owner is strictly prohibited.

**LIMITATION OF LIABILITY:** WINNER(S) AND ENTRANTS AGREE, EXCEPT WHERE PROHIBITED BY LAW, TO RELEASE AND DISCHARGE, HOLD HARMLESS AND INDEMNIFY THE SWEEPSTAKES PARTIES, AND ALL OTHERS ASSOCIATED WITH THE DEVELOPMENT AND EXECUTION OF THIS SWEEPSTAKES, FROM ANY AND ALL TAX LIABILITY THAT MAY BE IMPOSED OR ASSOCIATED WITH RECEIPT OR USE OF THE PRIZE, AND FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, PROCEEDINGS, AND LIABILITY FOR ANY DAMAGES, EXPENSES, FEES, INJURY OR LOSSES SUSTAINED IN CONNECTION WITH THE RECEIPT, OWNERSHIP, OR USE OF THE PRIZE OR WHILE TRAVELING TO, PREPARING FOR, OR PARTICIPATING IN ANY PRIZE-RELATED ACTIVITY INCLUDING, BUT NOT LIMITED TO, (A) PERSONAL INJURY OR DEATH, (B) TECHNICAL, NETWORK, ELECTRONIC, WIFI, COMPUTER, INTERNET, OR COMMUNICATIONS ERRORS, (C) UNAUTHORIZED HUMAN INTERVENTION IN THE SWEEPSTAKES, (D) MECHANICAL, PRINTING,

OR TYPOGRAPHICAL ERRORS, AND (E) ANY OTHER ERRORS OR PROBLEMS IN CONNECTION WITH THE SWEEPSTAKES, INCLUDING, BUT NOT LIMITED TO, ERRORS IN ADMINISTRATION OF THE SWEEPSTAKES, ANNOUNCEMENT OF THE WINNER(S), CANCELLATION OR POSTPONEMENT AND ANY SWEEPSTAKES-RELATED MATERIALS. ENTRANT FURTHER AGREES THAT IN ANY CAUSE OF ACTION, THE SWEEPSTAKES PARTIES' LIABILITY WILL BE LIMITED TO THE COST OF ENTERING AND PARTICIPATING IN THE SWEEPSTAKES, AND IN NO EVENT SHALL THE ENTRANT BE ENTITLED TO RECEIVE ATTORNEYS' FEES. ENTRANT WAIVES THE RIGHT TO CLAIM ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, PUNITIVE, CONSEQUENTIAL, DIRECT, OR INDIRECT DAMAGES. For prizes valued at \$600 or greater, winner must provide his or her Social Security Number for tax purposes. Prize may be considered income, and any and all taxes associated with prize are the responsibility of winner.

**CHOICE OF LAW:** Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in St. Joseph, MO. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Missouri, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than Missouri.

**PRIVACY; EMAIL COMMUNICATION:** Except as otherwise provided herein, information collected through the Sweepstakes is subject to Sponsor's privacy policy. The information collected in Sweepstakes entries may be shared with third parties and used for marketing and other purposes, as stated above. By participating in this Sweepstakes and submitting an entry, you consent to receiving email from Sponsor at the address provided in your entry for Sweepstakes administration purposes and for invitations to participate in future Sweepstakes or other promotions. You may choose to stop receiving emails from Sponsor by following the unsubscribe instructions included in these emails or by contacting [support@secondstreet.com](mailto:support@secondstreet.com).



**OFFICIAL RULES AND WINNER LIST:** These Official Rules and the name of the winner(s) may be obtained by sending a self-addressed, stamped #10 envelope to the station's address available from the contest page with the Sweepstakes name as set forth on the contest page on the outside of the envelope. Limit one (1) request per envelope. Requests must be sent within 60 days of winner(s) selection. These Official Rules supersede all other published editions. Sponsor reserves the right to change, alter, or amend these Official Rules as necessary, in its sole discretion, to ensure the fair administration of the Sweepstakes or to comply with applicable law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.