

*Pay It Forward Awards*  
OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

The Pay It Forward Awards Promotion (“Contest”) begins on January 1, 2021 at 12:01 a.m. Eastern Time (“ET”) and ends on December 10, 2021 at 11:59 p.m. ET (“Promotion Period”). The Promotion Period will be divided into 12 periods (each, an “Entry Period”). Eligible nominations will be considered during the entire Promotion Period, but in order to be considered for each respective month’s award, they must be received by 11:59 PM ET on the cutoff date for each month, which are as follows: January 8, February 12, March 12, April 9, May 14, June 11, July 9, August 13, September 10, October 15, November 12, December 10, 2021. The time will be determined by Sponsor’s timekeeping systems. Sponsor will have the sole discretion in determining the timeliness of any action or inaction related to this Contest. All times mentioned in these Official Rules are Eastern Time unless expressly noted otherwise. To participate, a nominator (“Nominator”) will submit a nomination (“Nomination”) nominating a member of the community (“Community Member”) in the Contest.

**ELIGIBILITY:** To be eligible, a Community Member must be a legal U.S. resident, who is at least eight years of age as of date of Nomination and resides in Michigan in the WXMI-TV designated market area (“DMA”), as determined by Nielsen (the “Promotion Area”). To be eligible, the Nominator must be a legal U.S. resident at least 18 years of age as of date of Nomination and reside in the Promotion Area. Void wherever prohibited by law and outside the Promotion Area. Employees of Scripps Media, Inc. (WXMI), Lake Michigan Credit Union (collectively, “Sponsor”), their respective parents, affiliates, and subsidiaries, and of the advertising agencies, promotion agencies, prize suppliers, and any other vendors providing services in connection with this Contest (collectively, the “Sponsor Affiliates”) and the immediate family members (spouse, mother, father, in-laws, grandmother, grandfather, brother, sister, children and grandchildren) and/or those living in the same household of any of the foregoing individuals are not eligible. By participating, Nominators agree to be bound by these Official Rules and the decisions of Sponsor.

**TO ENTER:** During the Promotion Period, a Nominator can nominate a Community Member for the Contest by going to [www.fox17online.com/payitforward](http://www.fox17online.com/payitforward) and following the on-screen instructions to complete the online Nomination form. If the Nominated Community Member is under the age of 18, the Nominator must not provide any contact information for the Community Member and must instead provide contact information for the Community Member’s parent or legal guardian. Nominators will also be required to submit an essay describing why the Community Member being nominated should be chosen as a “Pay It Forward” award winner (the “Essay”), including how the nominee demonstrates some or all of the following qualifications: 1) persistence in giving personal best; 2) an inspiring example to others; 3) leadership; 4) strong contribution to community (through volunteerism, school clubs, extra-curricular activities, projects, etc.); and/or 6) positive attitude. The Essay must be in English and no more than 500 words. All information provided must be truthful, accurate and complete.

Illegible and incomplete Nominations are void. Sponsor is not responsible for interrupted, distorted, or incorrect broadcast information; lost, late, misdirected Nominations; or Nominations not received for any reason. If there is a dispute over who submitted a Nomination, the Nomination will be deemed to have been submitted by the authorized account holder of the email account identified on the Nomination form. The authorized account holder of an email account is deemed to be the natural person who is assigned to an email address by an Internet access provider, service provider, or online organization responsible for assigning email addresses for the domain associated with the submitted email address. Received Nominations (but not the Essays) become the property of Sponsor and will not be returned.

**Submitted Materials:** Each Essay must satisfy all of the following submission requirements (the “Submission Requirements”):

- The Essay must be the original creation of Nominator.
- Nominator must either own all rights to the Essay or otherwise have the right to submit the Essay in the Contest and to provide the rights to Sponsor as set forth herein.
- The Essay must not portray any dangerous activity.
- The Essay must not infringe any third party’s intellectual property right.
- The Essay must not contain illegal, indecent, obscene, pornographic, or sexually explicit content, or otherwise offensive material or inappropriate content such as aberrational behavior, graphic violence, drug abuse, or nudity.
- The Essay must not promote bigotry, racism, hatred or harm against any group or individual or discrimination based on race, gender, religion, nationality, disability, sexual orientation or age.
- The Essay must be non-defamatory and must not invade any third party’s right of privacy or publicity.
- The Essay must otherwise be appropriate for publication or broadcast or display on a general interest website.
- The Essay must not contain any contact information (email address, telephone number, etc.) for any individual under the age of 18.
- The Essay must be in compliance with the WXMI Terms of Use located at <https://www.fox17online.com/terms-of-use>.

By submitting an Essay, each Nominator represents and warrants that the Essay meets all of the Submission Requirements and that the distribution, reproduction, display and any other uses of any part of the Essay by Sponsor as permitted herein will not infringe any third-party rights. Each Nominator further agrees to indemnify and hold Released Parties (defined below) harmless from and against any and all claims, demands, damages, costs, liabilities and causes of action of whatsoever nature that are based upon or arise out of any breach by such Nominator of such warranties or representations made by Nominator or of these Official Rules.

By submitting an Essay, Nominator grants to Sponsor (and to those acting on its behalf) a worldwide, royalty-free, perpetual, irrevocable, non-exclusive, fully sublicensable, and transferable right and license to use, reproduce, distribute, create derivative works based upon (including, without limitation, translations), publicly display, publicly perform, transmit, and publish the Essay (in whole or in part) as Sponsor, in its sole discretion, deems appropriate including, without limitation, (a) in connection with Sponsor’s business; and (b) in connection

with the businesses of Sponsor's successors, parents, subsidiaries, and their related companies. Sponsor may exercise this grant in any format, media or technology now known or later developed for the full term of any copyright that may exist in such Essay. Furthermore, Nominator also grants other users permission to access Nominator's Essay and to use, reproduce, distribute, create derivative works based upon, publicly display, publicly perform, transmit, and publish Nominator's Essay for personal, non-commercial use as permitted by the Terms of Use on Sponsor's website. Nominator otherwise will retain all rights in the Essay.

If Sponsor determines, in its sole discretion and at any time during the Promotion Period, that any Nomination violates the Submission Requirements, is otherwise unsuitable, offensive, or in poor taste, or violates these Official Rules, Sponsor reserves the right to remove and disqualify the Nomination. Sponsor retains sole discretion as to whether any Nomination satisfies the Submission Requirements and these Official Rules. Decisions of Sponsor are final on all matters.

**WINNER SELECTION:** For each Entry Period, a panel of judges will select one potential Pay It Forward Person of the Month Award winner from eligible Nominations for that Entry Period. Judges will base their decisions on the Essays' demonstrations of how the Community Members meet the criteria set forth in the TO ENTER section in these Official Rules. Non-winning Nominations will carry over from one Entry Period to the next. There will be a total of 12 Pay It Forward Person of the Month Award winners during the Contest. There will be a one Pay It Forward Person of the Year Award, selected by a panel of judges selected from all 12 Pay It Forward Person of the Month Award winners. Judges will re-judge the Essays of the 12 Pay It Forward Person of the Month Award winners and base their decisions on the Essays' demonstrations of how the Community Members meet the criteria set forth in the TO ENTER section in these Official Rules. If there is a tie for first, Sponsor in its sole discretion will make the tie-breaking decision. Limit one Pay It Forward Person of the Month Award per person and per household address.

**WINNER NOTIFICATION AND RELEASES:** Sponsor will attempt to notify the potential winning Community Member (or the parent or legal guardian of the winning Community Member if the winning Community Member is a minor), and the Nominator who submitted the potential winning Nomination via telephone or email to notify the winning Community Member (or the parent or legal guardian of the winning Community Member if the winning Community Member is a minor) of their status and confirm acceptance of the prize. If either of the potential winning Community Member (or, as applicable, the parent or legal guardian of the winning Community Member if the winning Community Member is a minor) or the Nominator who nominated that twinning Community Member: (a) does not respond within 48 hours of initial notification attempt; (b) is not in compliance with these Official Rules, (c) does not meet the eligibility requirements, (d) declines the prize, or (e) does not sign and return required documents or provide required identification by deadlines established by Sponsor, he or she will be disqualified and an alternate winner will be selected from the relevant pool of Nominations by applying the criteria set forth above. Each potential winning Community Member (and the parent or legal guardian of the winning Community Member if the winning Community Member is a minor) may be required, in Sponsor's sole discretion, to complete and return an Affidavit of Eligibility & Liability/Publicity Release and a scan or photo of legal ID before claiming the prize or being allowed to participate in any prize activities. All forms must be postmarked within two

days of the date on notification materials if return is requested via mail or forms must be completed before receipt of any prize if prizes are picked up in person.

**PRIZES:** There are 12 Pay It Forward Person of the Month Awards, one per Entry Period. Each winning Community Member will receive a check in the amount of \$300.00, payable to the winner.

There will be one Pay It Forward Person of the Year Award and that Community Member will receive a check in the amount of \$2,500, payable to the winner.

Winners must provide the required personal documentation and ID to the Sponsor and a signed W9. Checks will be mailed to the winners' home address provided on the tax form after they provide the required documentation to Sponsor. It may take up to (45) forty five days for the winner to receive the check in the mail. Sponsor is not responsible for any lost check or checks not received by the winner, that were sent to the address winner provides on the tax form.

The winning Community Member and Nominator may be highlighted in a WXMI news story, at a date and time to be determined by Sponsor ("Appearance"). Winning Community Members and Nominators will also receive an invitation to attend a celebratory event taking place in January, 2021 at a time and date to be determined by Sponsor, at Frederik Meijer Gardens located at 1000 E Beltline Ave NE, Grand Rapids, MI 49525 ("Event"). Sponsor will determine in its sole discretion whether companions are allowed at the Event, although a winning Community Member who is a minor will, at minimum, be allowed to bring his or her parent or legal guardian. There is no monetary value associated with the Appearance or the Event.

Winning Community Member and Nominator must comply with generally accepted broadcast standards with regard to dress, conduct, and language during the Appearance, and such compliance will be determined by Sponsor's staff in their sole discretion. If the Appearance does not occur for any reason or a winning Community Member or Nominator is unable to participate in the Appearance for any reason, no alternate prize will be awarded. Sponsor will attempt to give winning Nominator approximately five days advance notice of the Appearance. If Sponsor cancels the Appearance, Sponsor will attempt to reschedule but cannot guarantee that there will be an open date on the calendar.

If a winning Community Member is a minor, the check will be made payable to the winning Community Member's parent or legal guardian on winning Community Member's behalf. Sponsor reserves the right to substitute any prize with prize of equal or greater value in its sole discretion. No substitution or transfer/assignment of prize by winning Community Members permitted. Subject to all terms, conditions and restrictions on face of checks. All properly claimed prizes will be awarded provided a sufficient number of eligible Nominations are received, but under no circumstances will more than the advertised number of prizes be awarded. Prizes are awarded "AS IS." Winning Community Member must complete his or her prize paperwork at WXMI, 3117 Plaza Drive NE, Grand Rapids, MI 49525 M-F between 9AM – 5PM no later than 10 days from date of notification.

Federal, state, and local taxes on prize, if any, and any other costs, fees, and expenses not listed above as specifically included as part of the prize are the sole responsibility of the winning Community Member. An IRS form 1099 and other tax-related forms and documents may be issued by Sponsor if required by law.

**PUBLICITY AND MARKETING:** Submission of a Nomination in the Contest constitutes permission to contact the Nominator and Community Member (or parent or legal guardian of Community Member who is a minor) via the name and email provided and permission to use the Nominator's name, identity, title, likeness, distinctive appearance, physical likeness, image, portrait, picture, photograph (whether still or moving), screen persona, voice, vocal style, statements, gesture, mannerism, personality, performance characteristic, biographical data, signature, social media handles and identities, and any other indicia or imitation of identity or likeness for purposes of advertising and trade in connection with the Contest, in any medium, without further notice, approval, or compensation, unless prohibited by law.

**LIABILITY RELEASE & INDEMNIFICATION:** By entering this Contest, Nominators agree to release, discharge and hold harmless Sponsor, Sponsor Affiliates and their respective parents, affiliates, and subsidiaries and all of their directors, officers, employees, agents and assigns (the "Released Parties") from any claims, losses, and damages arising out of, or relating to, Nominator's participation in this Contest or any Contest-related activities (including, without limitation, any event attended as part of a prize) and the acceptance and use, misuse, or possession of any prize awarded hereunder (including, without limitation, any misrepresentation made by the Nominator in connection with the Contest; any non-compliance by the Nominator with these Official Rules; claims brought by persons or entities other than the parties to these Official Rules arising from or related to the Nominator's involvement with the Contest; acceptance, possession, misuse or use of any prize or participation in any Contest-related activity or participation in this Contest; any malfunction, error or other problem arising in connection with the collection, processing, or retention of Nomination information; or any typographical or other error in the printing, offering or announcement of any prize or winning Community Member). The foregoing includes, without limitation, any claim for personal injury, property loss or damage, or death arising in any way in connection with the Contest.

**OTHER TERMS:** Sponsor is not responsible for any typographical or other error in the printing, the offering or the announcement of any prize, or in the administration of the Contest, whether caused by computer, technical or human error. Sponsor is not responsible for late, lost, damaged, incomplete, illegible, faulty, or incorrect transmissions, incorrect announcements of any kind, technical hardware or software failures of any kind, any damage to any person's computer related to or resulting from participating in the online portion of the promotion, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmission that may limit a user's ability to participate in the Contest whether caused by computer, technical, or human error. Sponsor reserves the right to terminate or modify the Contest or any portion of it for any reason, including but not limited to, if fraud, misconduct or technical failures destroy the integrity of the Contest; or if a computer virus, bug, wireless failure, or other technical problem corrupts the administration, security, or proper administration of the Contest as determined by Sponsor, in its sole discretion. If Sponsor terminates the Contest, Sponsor will determine the winning Community Members for remaining Entry Periods as well as the Pay It Forward Person of the Year Award winner by applying the criteria set forth above to

all eligible, non-suspect Nominations received as of the termination date and will post notice of its action on the Contest website. Sponsor also reserves the right, in its sole discretion, to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Contest. Sponsor reserves the right to disqualify any individual (Nominator or Community Member) from further participation in the Contest if Sponsor concludes, in its sole discretion, that such person: (a) has attempted to tamper with the Nomination process or other operation of the Contest; (b) has disregarded or has attempted to circumvent these Official Rules; (c) has committed fraud or attempted to undermine the legitimate operation of the Contest; or (d) has acted toward Sponsor, any Sponsor Affiliates, or any other Nominator or Community Member in an unfair, inequitable, annoying, threatening, disrupting or harassing manner. If a dispute arises regarding compliance with these Official Rules, Sponsor may consider, in its sole discretion, data reasonably available to Sponsor through information technology systems in Sponsor's control, but Sponsor will not be obligated to consider any data or other information collected from any other source. Any failure by Sponsor to enforce any of these Official Rules will not constitute a waiver of such Official Rules. If there is a conflict between any term of these Official Rules and any marketing or other materials used in connection with the Contest, the terms of these Official Rules will govern.

**GOVERNING LAW & JURISDICTION:** EXCEPT WHERE PROHIBITED, NOMINATORS AGREE THAT ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS CONTEST, OR PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED BY NOMINATOR WITH REGARD TO THIS CONTEST, BUT IN NO EVENT ATTORNEYS' FEES, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of Nominators and Sponsor in connection with the Contest will be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to any choice of law or conflict of law rules or provisions (whether of Ohio or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Ohio. The state and federal courts located in Hamilton County, Ohio will be the exclusive forum for any dispute relating to these Official Rules and/or this Contest. All participants and winners agree, by their participation in the Contest, to submit to the personal jurisdiction of the state and federal courts in Hamilton County, Ohio and waive the right to contest jurisdiction.

**SEVERABILITY:** If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

**WINNERS LIST:** For the winners' names, available after January 1, 2021, send a self-addressed, stamped envelope to: WXMI Pay It Forward Awards Winners List, FOX 17 WXMI, 3117 Plaza Drive NE, Grand Rapids, MI 49525 to be received by March 1, 2021.

**SPONSORS:** Scripps Media, Inc. d/b/a WXMI, 3117 Plaza Drive NE, Grand Rapids, MI 49525; Lake Michigan Credit Union, P.O. Box 2848, Grand Rapids, MI 49501.