

Class Act Promotion
OFFICIAL RULES

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

The Class Act Promotion (“Contest”) begins on August 14, 2023 at 12:01 a.m. Eastern Time (“ET”) and ends on June 30, 2024 at 11:59 p.m. ET (“Promotion Period”). The Promotion Period will be divided into 10 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: August 21, 2023; September 18, 2023; October 16, 2023; November 20, 2023; December 18, 2023; January 15, 2024; February 19, 2024; March 18, 2024; April 15, 2024; and May 20, 2024. 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 teacher (“Teacher”) in the Contest.

ELIGIBILITY: To be eligible, a Teacher must be a legal U.S. resident at least 18 years of age as of date of Nomination and reside in Michigan in the WXMI-TV designated market area (the “Promotion Area”). The Teacher must teach full or part-time at a public or private elementary school, middle school/junior high, or high school in the Promotion Area (the “Teacher’s School”). Pre-school and college teachers are not eligible. School administrators and staff members are not eligible, and substitute teachers are not eligible. Individuals who coach but do not also teach at the school are not eligible. Private tutors are not eligible. 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. dba WXMI, Michigan Educational Savings Program (collectively, “Sponsor”), their respective parents, affiliates, and subsidiaries, and of all 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 the Official Rules and the decisions of Sponsor.

TO ENTER: During the Promotion Period, a Nominator can nominate a Teacher for the Contest by going to www.fox17online.com/contests and following the on-screen instructions to complete the online Nomination form. Nominators will also be required to submit an essay describing why the teacher being nominated should be chosen as a “Class Act” 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 students; 3) leadership at the school; 4) positive attitude; and/or 5) lasting impact on former students. The Essay must be in English and no more than 500 words. All information provided must be truthful, accurate and complete. The Essay and the Nomination Form are collectively referred to as the “Submission”.

Incomplete entries will be disqualified. Limit one entry per person and per household address. Entries in excess of this limit will be disqualified if discovered by Sponsor. No mechanically reproduced entries of any kind permitted. Illegible and incomplete entries are void. Sponsor is not responsible for lost, late, or misdirected entries or entries not received for any reason. If there is a dispute over who submitted an entry, the entry will be deemed to have been submitted by the authorized account holder of the email account identified on the entry 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 entries (but not the Submissions) become the property of Sponsor and will not be returned. Sponsor will use the information you provide in accordance with its Privacy Policy.

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

- The Submission must be the original creation of Nominator;
- The Submission must not portray any recognizable individual, other than the Nominator or Teacher
- Nominator must either own all rights to the Submission or otherwise have the right to submit the Submission in the Contest and to provide the rights to Sponsor as set forth herein;
- The Submission must not portray any dangerous activity;
- The Submission must not infringe any third party’s intellectual property right;
- The Submission 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 Submission 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 Submission must be non-defamatory and must not invade any third party’s right of privacy or publicity;
- The Submission must otherwise be appropriate for publication or broadcast or display on a general interest website; and
- The Submission must be in compliance with the Terms of Use on Sponsor’s website.

By submitting an Essay, each Nominator represents and warrants that the Submission meets all of the Submission Requirements and that the distribution, reproduction, display and any other uses of any part of the Submission 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 a Submission, Nominator grants to Sponsor and its licensees 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 Submission

(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, without prior notice, approval, or compensation. 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 Submission. Furthermore, Nominator also grants other users permission to access Nominator's Submission and to use, reproduce, distribute, create derivative works based upon, publicly display, publicly perform, transmit, and publish Nominator's Submission for personal, non-commercial use as permitted by the Terms of Use on Sponsor's website. Nominator otherwise will retain all rights in the Submission.

If Sponsor determines, in its sole discretion and at any time during the Contest, that any Submission 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 Submission. Sponsor retains sole discretion as to whether any Submission satisfies the Submission Requirements and the Official Rules.

WINNER SELECTION: For each Entry Period, a panel of judges will select one potential Class Act Teacher of the Month Award winner from eligible Nominations for that Entry Period. Judges will base their decisions on the Essays' demonstrations of how the Teachers 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 10 Class Act Award winners during the Contest. There will be a one Class act Teacher of the Year Award, selected by a panel of judges selected from all 10 Class Act Award winners. Judges will re-judge the Essays of the 10 Class Act Teacher of the Month Award winners and base their decisions on the Essays' demonstrations of how the Teacher 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 Class Act Teacher of the Month Award per person and per household address. Decisions of Sponsor are final on all matters. Limit one prize per person/household address.

WINNER NOTIFICATION AND RELEASES: Sponsor will attempt to notify the potential winning Teacher, and the Nominator who submitted the potential winning Nomination via telephone or email to notify the winning Teacher of their status and confirm acceptance of the prize. If either of the potential winning Teacher or the Nominator who nominated that winning Teacher: (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 by applying the criteria set forth above to remaining eligible, non-winning entries, time permitting. Each potential winner may be required, in Sponsor's sole discretion, to complete and return an Affidavit of Eligibility & Liability/Publicity Release (TN residents need not sign Publicity Release) and a scan or photo of legal ID. before claiming the prize. Any companion(s) who will participate in the prize activities, if applicable, may be required to sign and return a Travel Companion Release before being allowed to participate in any prize activities. If any of the potential companion(s), if applicable, is under the age of majority in his or her state of residence, then the parent or legal guardian of the minor potential companion(s) must sign and

return all required forms. All forms must be postmarked by the date set forth 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.

PRIZE(S): There are 10 Class Act Teacher of the Month Awards, one per Entry Period. Each winning Teacher will receive a check in the amount of \$100.00, payable to the winning Teacher (ARV: \$100/winner).

There will be one Class Act Teacher of the Year Award and that Teacher will receive a check in the amount of \$1,000, payable to the winning Teacher (ARV: \$1,000). Additionally, a check in the amount of \$1,000 will be donated to the 501c3 charity that the Class Act Teacher chooses as the recipient.

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 Teacher and Nominator may be highlighted in a WXMI news story, at a date and time to be determined by Sponsor ("Appearance"). Winning Teacher 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 Teacher 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.

Prize consists of only those items specifically listed as part of the prize. 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 winner is permitted. Properly claimed prize(s) will be awarded provided a sufficient number of eligible entries are received, but under no circumstances will more than the advertised number of prizes be awarded. Prize(s) are awarded "AS IS."

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 winner. 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 an entry in the Contest constitutes permission to the Sponsor to use Nominator's name, likeness, photograph, voice, opinions, and/or hometown and state, and any portion thereof for purposes of advertising and trade, in any medium in connection with the Contest, 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 (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; any malfunction, error or other problem arising in connection with the collection, processing, or retention of entry information; or any typographical or other error in the printing, offering or announcement of any prize or winner), 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.

OTHER TERMS: Released Parties are 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. Released Parties are 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 Contest, 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 a technical failure destroys 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 winner(s) by applying the criteria set forth above to all eligible, non-suspect entries received as of the termination date, or in such other manner as Sponsor, in its sole discretion, deems fair and appropriate under the circumstances, provided it is able to do so. Sponsor 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 Sweepstakes. Sponsor reserves the right to disqualify any individual from further participation in the Contest if Sponsor concludes, in its sole discretion, that such person: (a) has attempted to tamper with the entry process or other operation of the Contest; (b) has failed to comply with 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 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 the Official Rules and any marketing or entry materials used in connection with the Contest, the terms of these Official Rules will govern.

GOVERNING LAW & JURISDICTION: EXCEPT WHERE PROHIBITED, NOMINATORS AGREE THAT 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 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 winner(s) 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 winner name(s), available after the close of the Promotion Period, send a self-addressed, stamped envelope to: WXMI Class Act Winners List, FOX 17 WXMI, 3117 Plaza Drive NE, Grand Rapids, MI 49525 to be received by 60 days after the close of the Promotion Period.

SPONSORS: Scripps Media, Inc. d/b/a WXMI, 3117 Plaza Drive NE, Grand Rapids, MI 49525; MESP, PO Box 55451, Boston, MA 02205-5451.