

Morning Mix "Weather Kid" Sweepstakes
OFFICIAL RULES

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

The Morning Mix "Weather Kid" Promotion ("Sweepstakes") begins on January 1, 2020 at 12:01 a.m. Eastern Time ("ET") and ends on December 31, 2020 at 11:59 p.m. ET ("Promotion Period"). Nominations will be considered during the entire Nomination Period, but in order to be considered for each respective month's award, they must be received by 11:59 PM ET on the last Monday of each month. Entries for December 2020 must be received by 11:59 PM ET on December 31, 2020. 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 Sweepstakes. All times mentioned in these Official Rules are Eastern Time unless expressly noted otherwise.

ELIGIBILITY: To be eligible, the parent nominator ("Parent") must be a legal U.S. resident at least 18 years of age as of date of Nomination and reside in Michigan in the Grand Rapids-Kalamazoo-Battle Creek designated market area, as determined by The Nielsen Company (the "Promotion Area"). Parent nominators must be the parent or legal guardian of the nominated child (the "Child"). You may not nominate anyone who is not your child or legal ward, and the Child must be no younger than seven years old and no older than 12 years old and be a legal resident of the Promotion Area to be eligible. Void wherever prohibited by law and outside the Promotion Area. Employees of Scripps Media, Inc. d/b/a WXMI, West Michigan Chevy Dealers (collectively, "Sponsor"), their respective parents, affiliates, subsidiaries, advertising and promotion agencies, prize suppliers, including any vendors providing services in connection with this Sweepstakes (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, Parents agree to be bound by the Official Rules and the decisions of Sponsor.

TO ENTER: To submit a nomination, go to www.fox17online.com/contests and following the on-screen instructions to complete the online Nomination form, including your contact information (but not contact information for the nominated Child), and, if desired, upload either an optional photograph (the "Photo") of the Child you are nominating or an optional weather related-drawing drawn by your Child (the "Drawing"). Limit one Nomination per Parent, although a Child may be nominated more than once if nominated by different Parents. If you submit a Photo, the Photo must not contain any recognizable individual other than the Child. Photos that are altered or electronically enhanced in order to substantially misrepresent the Child or the subject matter will not be considered and will be disqualified. Sponsor reserves the right to disqualify at any time those Nominations that contain offensive or inappropriate material, that are deemed by the Sponsor to be unsuitable, or that Sponsor believes would subject it to a claim or litigation. Photos and Drawings must be in .jpeg formats sized between 4"x6" and 8"x10" and no smaller than 300 dpi (1200x1200 pixels).

Incomplete Nominations will be disqualified. 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 Photo or Drawing) become the property of Sponsor and will not be returned.

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

- The Photo must be the original creation of Parent, and the Drawing must be the original creation of the Child.
- Parent must either own all rights to the Drawing/Photo or otherwise have the right to submit the Drawing/Photo in the Sweepstakes and to provide the rights to Sponsor as set forth herein.
- The Drawing/Photo must not portray any dangerous activity.
- The Drawing/Photo must not infringe any third party’s intellectual property right.
- The Drawing/Photo 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 Drawing/Photo 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 Drawing/Photo must be non-defamatory and must not invade any third party’s right of privacy or publicity.
- The Drawing/Photo must otherwise be appropriate for publication or broadcast or display on a general interest website.
- The Drawing/Photo must be in compliance with the WXMI Terms of Use located at <https://www.fox17online.com/terms-of-use>

By submitting a Nomination, each Parent represents and warrants that the Nomination meets all of the Submission Requirements and that the distribution, reproduction, display and any other uses of any part of the Nomination by Sponsor as permitted herein will not infringe any third-party rights. Each Parent 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 Parent of such warranties or representations made by Parent or of these Official Rules.

By submitting a Nomination, Parent 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 Entry (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 Nomination. Furthermore, Parent also grants other users permission to access Parent's Nomination and to use, reproduce, distribute, create derivative works based upon, publicly display, publicly perform, transmit, and publish Parent's Nomination for personal, non-commercial use as permitted by the Terms of Use on the WXMI website. Parent otherwise will retain all rights in the Nomination.

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 the Official Rules. Decisions of Sponsor are final on all matters.

Sponsor may feature a Photo or Drawing, with the Child's name, on the Show each day. Being selected as a featured Photo or Drawing does not mean that a Nomination is a winner and does not affect the Nomination's chances of winning.

WINNER SELECTION: After the close of each Nomination Period, Sponsor will randomly select one winner from all eligible Nominations received, subject to verification and compliance with the Official Rules. Odds of winning depend on the number of eligible entries. Please note, the quality of the Photo or Drawing will not play a role in the determination of the winner. Non-winning Nominations will carry over from one Nomination Period to the other. Decisions of Sponsor are final on all matters.

WINNER NOTIFICATION AND RELEASES: Sponsor will attempt to notify the potential winning Parent who submitted the potential winning Nomination via telephone or email. If Parent who nominated that winner: (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. Each potential Winner 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 and also to have any companion(s) who will participate in the prize activities, if applicable, return the same documentation before claiming the prize or 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 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 is one prize per Nomination Period. Subject to eligibility verification and compliance with these rules, the "Morning Mix Weather Kid" winner will receive: (a) one \$100 VISA[®] gift card and (b) the opportunity to be on-air with a FOX 17 Meteorologist for a weather

forecast during the Show on a date to be designated by Sponsor between 9:00 a.m. and 10:00 a.m. (the "Appearance"). Total ARV: \$100.00. Gift card subject to terms and conditions thereon. Winning Parent and Child assume all applicable tax liability for their prize. The winning Parent and Child agree to be available to be on-air during the Show as selected by Sponsor. Child must be willing to appear on the Show, or winner will be disqualified. Winning Parent and Child must arrive at the station by no later than 8:45 a.m. on the date of the Appearance. The winning Parent must accompany the Child at all times during the Appearance. If winning Nominator and/or Child are unavailable on the designated date or are late for the Appearance, prize will be forfeited, and no alternate prize will be awarded. Sponsor reserves the right to reschedule the broadcast date of the Appearance because of breaking news, technical problems or unforeseen scheduling conflicts. Sponsor will attempt to notify winner in advance, but cancellations frequently happen without notice. If Sponsor cancels the Appearance, Sponsor will attempt to reschedule but cannot guarantee that there will be an open date on the calendar. There is no value to the Appearance, and no alternate prize will be awarded if the Appearance does not occur for any reason. The Appearance may also appear on the WXMI website. Winning Child agrees to comply with and conform to generally accepted broadcast standards with regard to conduct and language during Child's Appearance on WXMI, and such compliance will be determined by Sponsor's staff in their sole discretion.

Prizes consist 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 winners permitted. Subject to all terms, conditions and restrictions on face of gift cards or imposed by issuer. 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."

Federal, state, and local taxes on prizes, 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 a Nomination in the Sweepstakes constitutes permission to contact the Parent via the name and email provided and permission to use the Parent'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 Sweepstakes, in any medium, without further notice, approval, or compensation, unless prohibited by law.

LIABILITY RELEASE & INDEMNIFICATION: By submitting a Nomination in this Sweepstakes, Parents 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, 's participation in this Sweepstakes or any Sweepstakes-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 Parent in connection with the Sweepstakes; any non-compliance by the Parent or Child with these Official Rules; claims brought by persons or entities other than the parties to these Official Rules arising from or related to the Parent's involvement with the Sweepstakes; acceptance, possession, misuse or use of any prize or participation in any Sweepstakes-related activity or participation in this Sweepstakes; 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 winner). The foregoing includes, without limitation, any claim for personal injury, property loss or damage, or death arising in any way in connection with the Sweepstakes.

OTHER TERMS: Sponsor 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 Sweepstakes, 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 Sweepstakes, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmission that may limit a user's ability to participate in the Sweepstakes whether caused by computer, technical or human error. Sponsor reserves the right to terminate or modify the Sweepstakes or any portion of it for any reason, including but not limited to, if fraud, misconduct or technical failures destroy the integrity of the Sweepstakes; or if a computer virus, bug, wireless failure, or other technical problem corrupts the administration, security, or proper administration of the Sweepstakes as determined by Sponsor, in its sole discretion. If Sponsor terminates the Sweepstakes, Sponsor will determine the winners for remaining months by random drawing from among all eligible, non-suspect, non-winning Nominations received as of the termination date and will post notice of its action on the Sweepstakes 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 Parent or Child and the accompanying Nomination from further participation in the Sweepstakes if Sponsor concludes, in its sole discretion, that such person: (a) has attempted to tamper with the Nomination process or other operation of the Sweepstakes; (b) has disregarded or has attempted to circumvent these Official Rules; (c) has committed fraud or attempted to undermine the legitimate operation of the Sweepstakes; or (d) has acted toward Sponsor, any Sponsor Affiliates, or any other Parent or Child 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 other materials used in connection with the Sweepstakes, the terms of these Official Rules will govern.

GOVERNING LAW & JURISDICTION: EXCEPT WHERE PROHIBITED, PARENTS AGREE THAT ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING

OUT OF OR CONNECTED WITH THIS SWEEPSTAKES, 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 PARENT WITH REGARD TO THIS SWEEPSTAKES, 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 Parents and Sponsor in connection with the Sweepstakes 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 Sweepstakes. All participants and Winners agree, by their participation in the Sweepstakes, 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 each Nomination Period, send a self-addressed, stamped envelope to: Morning Mix Weather Kid Winners List, FOX 17 WXMI, 3117 Plaza Drive NE, Grand Rapids, MI 49525 to be received within 60 days of the end of each Nomination Period.

SPONSORS: Scripps Media, Inc. d/b/a WXMI, 3117 Plaza Drive NE, Grand Rapids, MI 49525; West Michigan Chevy Dealers, 150 N. Wacker Drive Suite 2120, Chicago IL 60606.