

**“BAY NEWS 9 PROJECT WEATHER SCHOLARSHIP”
OFFICIAL CONTEST RULES**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST.

A purchase will not improve chances of winning.

CONSUMER DISCLOSURE

You have not yet won.

OPEN ONLY TO LEGAL RESIDENTS WHO ARE IN GRADE 12 IN PUBLIC, PRIVATE OR PAROCHIAL SCHOOLS FOR THE 2016-2017 SCHOOL YEAR IN THE FOLLOWING FLORIDA COUNTIES OF CITRUS, HERNANDO, HILLSBOROUGH, MANATEE, PASCO, PINELLAS AND POLK COUNTIES AS OF THE DATE OF ENTRY.

By entering this Promotion, entrants accept and agree to be bound by these Official Rules. Any violation of these rules may, at Sponsor’s discretion, result in disqualification. All decisions of the judges regarding this Promotion are final and binding in all respects.

1. **PROMOTION PERIOD.** Promotion begins 12:01 AM ET September 1, 2016 and ends 11:59 PM ET January 7, 2017, when all entries must be received (“Promotion Period”). All entries must be postmarked by 1/7/17 and received by 1/12/17.
2. **ELIGIBILITY.** This contest (the “Promotion”) is only open to legal residents who are in grade 12 in public, private or parochial schools for the 2016-2017 school year in the following Florida Counties Citrus, Hernando, Hillsborough, Manatee, Pasco, Pinellas and Polk Counties, as of the date of entry, except officers, directors, members, and employees of the Sponsor, the judging organization (if applicable), or any other party associated with the development or administration of this Promotion, and the immediate family (i.e., parents, children, siblings, spouse), and persons residing in the same household, as such individuals. This Promotion is void outside the Florida Counties of Citrus, Hernando, Hillsborough, Manatee, Pasco, Pinellas and Polk Counties, and where prohibited.
3. **HOW TO ENTER.** Visit www.baynews9.com/projectweather during the promotion period and follow instructions to complete and submit the entry form. You must include an essay explaining why you think you deserve the Project Weather Science Award on an 8 ½ x 11” sheet of paper, neatly written or typed, no more than 500 words and no less than 300 words. Essay must be legible and must be written in English. Entries must include an application form available on www.baynews9.com or from a high school guidance counselor, and letter of recommendation (250 words or less) from a current high school teacher and a copy of your most current high school transcript for proof of GPA. MAIL YOUR ENTRY TO Project Weather Contest, c/o Bay News 9, 700 Carillon Parkway, Suite 9, St. Petersburg FL 33716 and be postmarked by January 7, 2017 and received by January 12, 2017 (“Submission”). Entrants

represent and warrant that their Submission is the original work of such entrant, unpublished, not submitted in any other competition, it has not been copied from others, and it does not violate the rights of any other person or entity. Entrant further represents and warrants that their Submission adheres to the fundamental spirit of the Promotion and does not contain any defamatory, obscene or otherwise unlawful matter or depict anyone engaged in any illegal, immoral or lewd act, any violent or pornographic material or contain any other inappropriate content (as determined by Sponsor). Limit: One entry per person and one entry per e-mail address during the Promotion Period. All entrant information, including e-mail addresses, is subject to the respective Privacy Policy of the applicable Sponsor. Mechanically reproduced entries not eligible.

4. WINNER SELECTION AND NOTIFICATION. All entries will be judged on or about April 1, 2017 (the "Judging Date") by a panel of judges comprised of employees from Bay News 9. The judges will score entries based on the following criteria: Knowledge and Participation in science activities (both at school and outside): (35%); Overall Character (volunteerism, community involvement) of the entrant: (25%); Material Organization in the Essay (Logical interpretation of the subject): (15%); Vocabulary and Style (Phrasing and continuity): (10%); Grammar, Punctuation, Spelling: (10%); Neatness: (5%). The entry with the highest overall score in each county will be declared the potential winner (in the event of a tie, the entry with the higher score in the following criteria will win: Knowledge and Participation in science activities: (35%); Overall character (volunteerism, community involvement) of the entrant: (25%); Material Organization (Logical interpretation of the subject): (15%). Any potential winner will be notified by mail, email and/or telephone.

If a potential winner: i) cannot be contacted; ii) does not respond within five (5) days from the date the Sponsor first tries to notify him/her, iii) fails to return the Affidavit and Release as specified in Rule 9; iv) refuses the prize; and/or (v) the prize or prize notification is returned as undeliverable, such potential winner forfeits all rights to win the Promotion or receive the prize, and an alternate potential winner may be selected. Upon contacting a potential winner and determining that he/she has met all eligibility requirements of the Promotion, including without limitation the execution of required waivers, publicity and liability releases and disclaimers, such individual will be declared the "winner" of the Promotion.

5. PRIZE DESCRIPTION. There will be seven (7) winners, one for each county. The prize is a check for \$1,000 for each winner. If the winner is 18 or older the check will be made out to the winner. If the winner is a minor, the check will be made out to the winner's parent or legal guardian. Checks will be presented to the winners by a Bay News 9 meteorologist at the Bay News 9 studios on or about May, 2017. Winners are responsible for transportation to and from the Bay News 9 studios. Winner will get a tour of the studio and can bring their family with them. Attendance for the winners is mandatory.

6. TAXES. All federal, state and/or local income and other taxes, if any, are the winner's sole responsibility.

7. **OWNERSHIP AND LICENSE.** All entry materials become the property of the Sponsor and will not be acknowledged or returned. The copyright in any Submission shall remain the property of the entrant, but entry into this Promotion constitutes entrant's irrevocable and perpetual permission and consent, without further compensation with or without attribution, to use, reproduce, print, publish, transmit, distribute, sell, perform, adapt, enhance, or display such Submission for any purpose including but not limited to editorial, advertising, trade, commercial, and publicity purposes by the Sponsor and/or others authorized by the Sponsor, in any and all media now in existence or hereinafter created, throughout the world, for the duration of the copyright in the Submission. Sponsor and/or others authorized by the Sponsor shall have the right to edit, adapt, and modify the Submission.

8. **NO PRIZE TRANSFER OR SUBSTITUTION.** No prize or any portion thereof is transferable or redeemable for cash. Any portion of the prize that is not used is forfeited. No substitutions for prize except by Sponsor, in which case a prize of equal or greater value will be substituted.

9. **CONSENT AND RELEASE.** By entering the Promotion, each entrant (or if the entrant is a minor, parent or legal guardian on behalf of such participant/winner) releases and discharges the Sponsor, judging organization (if applicable), and any other party associated with the development or administration of this Promotion, their parent, subsidiary, and affiliated entities, and each of their respective officers, directors, members, shareholders, employees, independent contractors, agents, representatives, successors and assigns (collectively, "Sponsor Entities"), from any and all liability whatsoever in connection with this Promotion, including without limitation legal claims, costs, injuries, losses or damages, demands or actions of any kind (including without limitation personal injuries, death, damage to, loss or destruction or property, rights of publicity or privacy, defamation, or portrayal in a false light) (collectively, "Claims"). Except where prohibited: (i) acceptance of a prize constitutes the consent of any winner, without further compensation, to use the name and likeness of such winner and his/her Submission for editorial, advertising and publicity purposes by the Sponsor and/or others authorized by the Sponsor; (ii) acceptance of a prize constitutes a release by any winner of the Sponsor Entities of any and all Claims in connection with the administration of this Promotion and the use, misuse, or possession of his/her Submission or any prize; (iii) any potential winner may be required to sign an affidavit of eligibility (including social security number) and a liability/publicity/copyright release; and (iv) if prize involves travel or activities, any potential winner and travel companion (if applicable) may be required to execute releases of the Sponsor from any and all liability with respect to participation in such travel/activities and/or use of the prize. Affidavits and releases must be returned within ten (10) days from the date that Sponsor first tries to notify the potential winner. If winner is deemed to be a minor under the jurisdiction of his/her residence, the prize will be awarded in the name of his/her parent or legal guardian who must execute the necessary affidavit and release.

10. **DISCLAIMERS.** (i) Sponsor not responsible for entries that are lost, late, postage due, misdirected, incorrect, garbled, or incompletely received, for any reason, including by reason of hardware, software, browser, or network failure, malfunction,

congestion, or incompatibility at Sponsor's servers or elsewhere. In the event of a dispute, entries will be deemed submitted by the authorized account holder of the e-mail address submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet Access Provider, online service provider, or other organization (e.g., business, educational institute) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. (ii) Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of the web site or otherwise attempting to undermine the legitimate operation of the Promotion. Use of bots or other automated process to enter is prohibited and may result in disqualification at the sole discretion of Sponsor. (iii) Sponsor further reserves the right to cancel, terminate or modify the Promotion if it is not capable of completion as planned, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, force majeure or technical failures of any sort. (iv) Sponsor Entities are not responsible for errors in the administration or fulfillment of this Promotion, including without limitation mechanical, human, printing, distribution or production errors, and may cancel, terminate or modify this Promotion based upon such error at its sole discretion without liability. In no event will Sponsor be responsible for awarding more than the number of prizes specified in these rules. (v) In the event this Promotion is cancelled or terminated, pursuant to subparagraph (iii) or (iv), Sponsor, in its sole discretion, may elect to select a winner from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. (vi) SPONSOR ENTITIES MAKE NO WARRANTIES, REPRESENTATIONS OR GUARANTEES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, AS REGARDS THIS PROMOTION OR THE MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY PRIZE OR ANY COMPONENT OF ANY PRIZE. (vii) CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. (viii) The value(s) of the prize(s) set forth above represent Sponsor's good faith determination of the approximate retail value(s) thereof; the actual fair market value(s) as ultimately determined by Sponsor are final and binding and cannot be challenged or appealed. In the event the stated approximate retail value(s) of a prize is more than the actual fair market value of that prize, the difference will not be awarded in cash or otherwise. No substitution or compensation will be given for any portion of the prize that is not used.

11. APPLICABLE LAWS AND JURISDICTION. This Promotion is subject to all applicable federal, state, and local laws and regulations. Issues concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed by the laws of the State of Florida. All disputes arising out of or connected with this Promotion will be resolved individually, and without resort to class action, exclusively by a state or federal court located in Tampa, Florida. Should there be a conflict between the laws of the State of Florida and any other laws, the conflict will be resolved in favor of the laws of the State of Florida. All judgments or awards shall be

limited to actual out-of-pocket damages (excluding attorneys' fees) associated with participation in this Promotion and shall not include any indirect, punitive, incidental and/or consequential damages.

12. **WINNER LIST.** For a list containing the names of the winners, send a self-addressed stamped envelope, within six (6) months of the Judging Date, to: Winner List, "Project Weather Scholarship," Bay News 9, 700 Carillon Parkway, Suite 9, St. Petersburg, FL 33716.

13. **SPONSORSHIP.** This Promotion is sponsored by Bay News 9, 700 Carillon Parkway, Suite 9, St. Petersburg, FL 33716 (the "Sponsor").