

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

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

A purchase will not improve chances of winning.

By entering this Contest, entrants accept and agree to be bound by these Official Rules and the decisions of Spectrum Bay News 9, 700 Carillon Parkway, Suite 9, St. Petersburg, FL 33716 (the “Sponsor”). Any violation of these rules may, at Sponsor’s discretion, result in disqualification. All decisions of the judges regarding this Contest are final and binding in all respects.

1. **CONTEST PERIOD.** Promotion begins 12:01 AM ET September 1, 2019 and ends 11:59 PM ET January 6, 2020, when all entries must be received (“Contest Period”).
2. **ELIGIBILITY.** To participate in the Contest you must:
 - a) be a United States resident attending a public, private, home or parochial school in one of the following Florida counties: Citrus, Hernando, Hillsborough, Manatee, Pasco, Pinellas or Polk;
 - b) Be in grade 12 (or equivalent in their final year of high school) as of the date of entry; and
 - c) Have an overall GPA, as of the date of entry, of at least 3.5 on a scale of 4.0.

Eligible entrants who are less than eighteen (18) years of age must have a parent or legal guardian’s permission to participate. Officers, directors, members, and employees of the Sponsor, its parent , subsidiaries, affiliates, and distributors, members of the judging panel, or any other party associated with the development or administration of this Contest (collectively, the “Contest Entities”), and the immediate family members (i.e., parents, children, siblings, spouse) and/or persons residing in the same household, as such individuals are ineligible to participate in the Contest. This Contest 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 or the GUIDANCE OR SCIENCE DEPARTMENT at participating high schools during the Contest Period to receive an entry packet. A completed entry (the “Submission”) must include the following:
 - a) 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 in English, no more than 500 words and no less than 300 words;
 - b) a completed Application Form;

- c) a letter of recommendation (250 words or less) from a current high school teacher; AND
- d) a copy of your most current high school transcript for proof of GPA.

MAIL YOUR SUBMISSION TO Spectrum Bay News 9 Project Weather Contest, c/o Spectrum Bay News 9, 700 Carillon Parkway, Suite 9, St. Petersburg FL 33716, received by January 6, 2020. 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 Contest 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 during the Contest Period. In the case of a minor entrant, Submission of an entry constitutes consent of the minor entrant's parent/legal guardian or behalf of themselves and their child/ward entrant to be bound by these Official Rules and the decisions of the Sponsor and/or judges, whose decisions shall be final and binding in all respects. All entrant information, including e-mail addresses, is subject to Sponsor's Privacy Policy available at URL.

4. WINNER SELECTION AND NOTIFICATION. All entries will be judged on or about April 1, 2020 (the "Judging Date") by a panel of judges comprised of employees from Spectrum 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 a potential winner. In the event of a tie, the tied entries will be re-judged by an additional judge based on the foregoing judging criteria to determine the winner, subject to verification of eligibility and compliance with the Official Rules. 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 herein; iv) refuses the prize; and/or (v) the prize or prize notification is returned as undeliverable, such potential winner forfeits all rights to the Contest 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 Contest, including without limitation the execution of required waivers, publicity and liability releases and disclaimers, such individual will be declared the "winner" of the Contest.

5. PRIZE DESCRIPTION. There will be seven (7) winners, one (1) for each county. Each prize consists of a \$1,000 check payable to the Prize winner which may be used to offset expenses related to college or university. Prizes will be presented to the confirmed winners by a Spectrum Bay News 9 meteorologist at the Spectrum Bay

News 9 studios on or about May, 2020. Winners are solely responsible for transportation to and from the Spectrum Bay News 9 studios. Winners will get a tour of the studio and can bring their family with them. Minor winners must be accompanied by a parent or legal guardian. In the event any winner cannot attend the presentation at Spectrum Bay News 9 studios, such winner will receive his/her Prize following the date of the presentation.

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 Contest 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. **CONSENT AND RELEASE.** By entering the Contest, each entrant (or if the entrant is a minor, parent or legal guardian on behalf of such participant/winner) releases and discharges the Contest 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 Contest, 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 (and, in the case of a minor winner, such minor winner's parent/legal guardian on his/her behalf), without further compensation, for Sponsor and its designees 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 (and, in the case of a minor winner, such minor winner's parent/legal guardian on his/her behalf) of the Sponsor Entities of any and all Claims in connection with the administration of this Contest 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, in the case of a minor winner, such minor winner's parent/legal guardian on his/her behalf) 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.

9. **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 Contest. 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 Contest 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 Contest, including without limitation mechanical, human, printing, distribution or production errors, and may cancel, terminate or modify this Contest 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 Contest 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 CONTEST 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 CONTEST 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.

10. **APPLICABLE LAWS AND JURISDICTION.** This Contest 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 Contest will be resolved individually, and without resort to class action, exclusively by a state or federal court located in the State of 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 Contest and shall not include any indirect, punitive, incidental and/or consequential damages.

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