

2020 MASCOT CHALLENGE

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR TO WIN. The 2020 Mascot Challenge Contest (“the Contest”) is sponsored by Nexstar d/b/a WSPA-TV, Ingles Markets (collectively referred to as “Sponsors”). The geographic scope of this Sweepstakes is the states of South Carolina, North Carolina and Georgia.

Contest is subject to all federal, state and local laws. Void where prohibited. WSPA shall be entitled to interpret these Official Rules as needed — including but not limited to rules regarding entries, selection of the winner, deadlines, restrictions on the prize, and eligibility — and all of its decisions are final. By entering, entrants agree to these Official Rules.

Contest begins on September 4, 2020 at 3:00pm EST and ends on November 23, 2020. Vote deadline is November 23, 2020 at 3:00 p.m. Eastern Time (“ET”). WSPA’s computer is the official time-keeping device for this Sweepstakes promotion. Drawing to determine winner will be held on or about November 23, 2020. The winner will be posted online.

Contest consists generally of the three (3) following phases, which are described in more detail below in these Official Rules:

Round 1- First Round of Public Voting ((September 4, 2020 at 3:00pm EST - September 25, 2020 at 3:00pm EST) - The twelve (12) Mascots receiving the highest number of votes during the First Voting Round will move forward to Phase Two as the Semi-Finalist Mascots.

Round 2 – Second Round of Public Voting (September 25, 2020 at 3:01 pm EST - November 2, 2020 at 3:00pm EST): All votes will be set to zero at the beginning of the second round of voting. The four (4) mascots receiving the highest number of votes during the second voting round will move forward to the “Final Four” voting as the Finalist Mascots.

Final Four – Final Round of Public Voting (November 2, 2020 at 3:01pm EST - November 23, 2020 at 3:00pm EST): All votes again will be set to zero at the beginning of the Final Four Round. Subject to verification of eligibility, the Finalist Mascot receiving the highest number of votes during the Final Four Round will be declared the Winning Mascot and his/her school will be declared the Winning School.

PRIZE

Prize (1): Winning School will receive a check in an amount not to exceed \$500 which must be claimed within (90) days. Approximate Retail Value (ARV): \$500.00

Prize must be claimed in its entirety within (90) days. All details of the prize shall be at the Sponsor's sole discretion. Winning School assumes sole responsibility for all costs associated with the prizes not explicitly outlined above, including without limitation, all federal, state and local taxes (if any).

All content (whether text, graphic, photographic audio, video or otherwise) communicated by Mascot Representatives using the Bio Page or Twitter Account (collectively the Contest Materials) submitted during the contest must satisfy the following Submission Requirements:

Materials must be original to the Mascot Representative (not copied, adapted, or reproduced from any other source and not collaboration with any other person).

No watermarks, signatures, or copyright notices may be added to any Contest Materials.

Any individual whose face is shown in any Contest Materials must have previously given you written permission for the use of his/her image and you must provide Contest Entities with a copy of such permission upon request.

Contest Materials must not depict any identifiable trademark or trade name.

Contest Materials should not include any music.

Contest Materials must not depict or include any profanity, obscene, adult, provocative or otherwise inappropriate content, including but not limited to nudity.

In the event that any claim of unauthorized use of any content contained within the Contest Materials is made to the Contest Entities by any third party, Contest Entities disqualify the related Mascot. In addition, any Contest Materials that are determined by Contest Entities in their sole discretion at any time during the promotion period or violate the Submission Requirements or the Official Rules, or to otherwise be unsuitable, offensive, in poor taste, or otherwise not in keeping with Contest Entities' corporate images, as determined in the sole discretion of Contest Entities, may be deleted and the corresponding Mascot disqualified. Contest Entities retain sole discretion as to whether any Contest Materials satisfy the Submission Requirements and their decisions are final.

By submitting any Contest Materials, each Mascot Representative warrants that

(a) The contest materials are original to and were created solely by the Mascot Representative and have not been copied, in whole or in part, from any copyrighted or proprietary work belonging to someone else. , (b) the Contest Materials do not violate any copyright laws, and do not plagiarize, libel, slander, defame, disparage, or otherwise infringe on or violate the rights of any third parties, (c) any and all persons depicted in the Contest Materials have provided the Mascot Representative with the signed, written permission to take or create the Contest Materials and to submit it into this contest.; (d) Mascot Representative is legally entitled to submit the contest materials in the contest; (e) the distribution, reproduction, display and any other uses of the Contest Material by Contest Entities as permitted herein

will not infringe any third party rights, including those of any person who is depicted in, the Contest Materials; and (f) The Contest Materials comply with each of the provisions of the Terms of Use of the Contest site at : <https://www.wspa.com/mascot/>

Each Mascot Representative agrees to indemnify and hold harmless Contest Entities, their respective parent companies and subsidiaries, and their respective officers, directors, employees and affiliated organizations, from and against any and all claims, demands, damages, costs, liabilities and causes of actions of whatsoever nature that are based upon or arise out of any breach by the Mascot Representative of these Official Rules or the warranties and/or representations made by Mascot Representative pursuant to these Official Rules.

VOTING

Voting is limited to one (1) vote per IP address per hour. Additional entries received from any such person or email address thereafter will be void. Any use of robotic, repetitive, automatic, programmed, script, macro, or any other automated means or similar entry methods or agents (including, but not limited to, contest-entry services) are prohibited and will void all entries submitted by that entrant.

All details of all prizes shall be at WSPA's sole discretion. Winners assume sole responsibility for all costs associated with the prize not explicitly outlined above, including without limitation, all federal, state and local taxes (if any), fees, surcharges on a prize.

The personal information that you provide in connection with the Contest (in any capacity) may be used by sponsor in accordance with Sponsor's Privacy Policy, which is found at www.wspa.com.

Any portion of any prize not used by winner is forfeit and no cash substitute will be offered or permitted. All prizes being offered are provided "as is" with no warranty or guarantee either express or implied by Sponsors. Merchandise prizes carry no warranty other than that offered by manufacturers. Sponsors have neither made nor are responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose. Other restrictions apply.

WINNER NOTIFICATION

WSPA will contact the winning school via email or telephone in accordance with the information supplied to WSPA. Winner may be verified over the telephone at the time and may be asked to provide WSPA with valid identification and execute an affidavit of eligibility or declaration and, where legal, a publicity release, and return these documents within seven (7) days of notification. Acceptable identification includes a valid driver's license or other valid picture ID showing name and address. Winner may also be required to sign other legal documents, including tax forms and a release supplied by WSPA that, among other disclaimers, releases Sponsors and a range of subsidiaries, directors, agents, agencies, affiliates, franchisees, promoters, officers, directors, employees and related persons from any and all liability related to this Sweepstakes and the receipt and use of any prize.

In the event that any potential winner (a) cannot be contacted directly by WSPA within two (2) days from initial attempted notification, (b) fails to satisfy any eligibility or verification requirement herein, (c) declines to accept the prize, (d) or is otherwise determined to be ineligible, WSPA in its discretion may disqualify that individual and an alternate winner will be chosen based on the school with the next highest number of votes as soon as reasonably practical. Alternate winners are subject to all eligibility requirements and restrictions of these Official Rules. WSPA will conduct up to three (3) alternate drawings. If WSPA is unable to confirm an eligible winner for a particular prize after three (3) alternate drawings, no further drawings will be conducted for that prize and that prize will not be awarded.

All activity arising out of and relating to the Contest subject to verification and/or auditing for compliance with the Official Rules and you agree to cooperate with WSPA concerning verification and/or auditing. All references to an entrant's status as a "winner" are subject to verification and/or auditing by WSPA. If verification activity or an audit evidences non-compliance of an entry or entrant with the Official Rules as determined by WSPA in its sole discretion, WSPA reserves the right to disqualify the entrant and remove the entry from the Sweepstakes at any time.

PUBLICITY RELEASE

By accepting a prize, winner agrees to award WSPA the right to publicize his/her name, photograph (including the use and appearance of winner's photograph on WSPA's web page), likeness, biographical information, e-mail address, voice and details of winning for purposes of this and future promotions without further compensation, except where prohibited.

LIMITATION OF LIABILITY/DISCLAIMER OF LIABILITY

Entrants agree that Nexstar d/b/a WSPA, and a range of subsidiaries, directors, agents, agencies, affiliates, franchisees, promoters, officers, directors, employees and related persons (collectively "Released Parties") (a) are not responsible for technical failures of any kind, including but not limited to lost, disconnected, interrupted, or unavailable network, server, or other connections, late, lost, undeliverable, damaged or stolen mail, or for any failed telephone or computer hardware or software, or for any failed, delayed, misdirected, corrupted, or garbled transmissions or errors of any kind, whether human, mechanical, or electronic, or for entries that for any reason are not received by WSPA by the deadlines stated above; (b) are not responsible for any incorrect or inaccurate information, whether caused by entrants, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Contest or in the printing of this offer, administration of this Contest, or in the announcement of the prize; (c) are not responsible for any injury or damage to any computer, modem or other electrical device as a result of participation in this Contest, or downloading of any software or materials; (d) are not responsible for unauthorized human intervention in any part of the Contest; (e) are not responsible for any printing, typographical, technical, computer, network or human error that may occur in the administration of the Contest, the acceptance of entries, the selection of the winner, the prize or otherwise in any Contest-related materials; (f) are not responsible for any unauthorized third party use of any entry; (g) are not responsible for the inability to select the winner because of postal failure, equipment failure, or data storage failure; and (h) are released from any and all alleged, existing, or future actions, claims, and/or liabilities of whatever nature including, but not limited to, personal injury, bodily injury (including, without limitation, wrongful death and disability), property damage, and expense (including, without limitation, reasonable attorneys' fees) and loss or damage of any other kind, arising in whole or in part directly or indirectly, from participating in the Sweepstakes (in whole or in part), the use (including modification, adaptation, and reproduction) of entry materials during or after the Contest, and the delivery, acceptance, possession, redemption, use, misuse, loss, or misdirection of any prize.

RELEASED PARTIES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE), INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. RELEASED

PARTIES SHALL NOT BE LIABLE OR RESPONSIBLE FOR THOSE GUARANTEES OR WARRANTIES MADE OR OFFERED BY ADVERTISERS, PARTNERS, MANUFACTURERS OR SUPPLIERS, INCLUDING THOSE RELATED TO THE PRIZE. UNDER NO CIRCUMSTANCES SHALL RELEASED PARTIES BE HELD RESPONSIBLE OR LIABLE FOR YOUR USE OF THE INFORMATION AND/OR PRODUCTS PROVIDED AND/OR MADE AVAILABLE THROUGH THE SWEEPSTAKES OR FOR ERRORS OR ANOMALIES RESULTING IN THE UNINTENDED OR ERRONEOUS PARTICIPATION, AWARD OF PRIZE OR OTHER BENEFITS UNDER THESE OFFICIAL RULES. RELEASED PARTIES OFFER NO ASSURANCES, GUARANTEES OR WARRANTIES THAT THE SWEEPSTAKES OR RELATED WEBSITES WILL BE UNINTERRUPTED OR ERROR-FREE AND DO NOT GUARANTEE THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SWEEPSTAKES. RELEASED PARTIES WILL NOT BE LIABLE, AND ARE NOT RESPONSIBLE, FOR DAMAGES OF ANY KIND RELATED TO YOUR PARTICIPATION IN OR INABILITY TO PARTICIPATE IN THE SWEEPSTAKES, WHETHER THE DAMAGES ARE DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL.

BY ENTERING THE SWEEPSTAKES AND/OR ACCEPTING A PRIZE, YOU AGREE THAT THE RELEASED PARTIES SHALL NOT BE LIABLE FOR, AND WILL BE HELD HARMLESS BY YOU AGAINST, ANY LIABILITY FOR ANY DAMAGE, INJURY OR LOSS TO PERSON (INCLUDING DEATH) OR PROPERTY RELATED IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, TO ACCEPTANCE, POSSESSION, REDEMPTION, USE OR MISUSE OF PRIZE, PARTICIPATION IN ANY PRIZE-RELATED ACTIVITY, USE BY A RELEASED PARTY OF ANY ENTRY, PARTICIPATION IN THE SWEEPSTAKES, OR ANY OTHER CLAIM OR CAUSE OF ACTION YOU MAY HAVE AGAINST A RELEASED PARTY.

SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU IN WHOLE OR IN PART.

DISPUTES

By entering the Contest, entrants agree that (a) any and all disputes, claims, and causes of action arising out of or connected with the Contest, or any prize awarded, shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorneys' fees; and (c) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses. Some jurisdictions do not allow for limitations on the ability to pursue class action remedies, or certain kinds of damages, and so these limitations may not apply to you.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrants, WSPA and any other Sponsors in connection with the Sweepstakes, shall be governed by, and construed in accordance with the laws of the State of South Carolina, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of South Carolina. Any legal

proceedings arising out of this Sweepstakes or relating to these Official Rules shall be instituted only in the federal or state courts located in the State of South Carolina, County of Spartanburg and the parties consent to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these rules. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

WINNER'S LIST/OFFICIAL RULES COPY

For a copy of the Official Rules or the final Winner's List, visit www.wspa.com or mail a SASE to: 2020 Mascot Challenge c/o WSPA, 250 International Drive, Spartanburg, SC 29303, specifying either "Winner's List Request" or "Official Rules Request." Winner's List will be available after December 5, 2020.