

# KFSM

## Kutest Kidz Rules

Staff Writer

KUTEST KIDZ CONTEST

OFFICIAL CONTEST RULES

Do I need to purchase anything to participate in this Contest?

**NO; NO PURCHASE IS NECESSARY TO PARTICIPATE IN THIS CONTEST.**

Who can participate in this Contest?

Must be a legal U.S. resident; must be a least 18 years of age and an Arkansas resident.

Who is conducting this Contest?

KFSM is conducting this Contest.

When will this Contest begin and end?

This Contest will begin on July 6, 2010 and run through August 14, 2010 (the "Contest Term").

How can I participate in this Contest?

Submit photos of children to be judged on photographic technique, to include composition, exposure, depth of field and emotional impact. Entries should be dropped off at Bedford Camera and Video in their Rogers location at 1320 West Walnut Street, thier Springdale location at 610 West Emma Avenue, in Fayetteville at 3277 North College Avenue or or 2801 Rogers Avenue in Fort Smith. Entries may also be mailed to either KFSM Studio:

KFSM-TV P.O. Box 369 Fort Smith, AR 72902

KFSM-TV 4201 North Shiloh Drive, Suite 169 Fayetteville, AR 72703

To be eligible KFSM must receive all mailed entries by 12noon August 14, 2010. Entries may also be dropped off at any Bedford Camera location by close of business on August 14, 2010. Winner will be announced on Daybreak, August 20, 2010. After the winners are announced, photographs may be picked up at the Bedford Camera & Video where you originally dropped them off. Please allow two weeks.



All entries should be no smaller than 3x5 and no larger than 5x7. Each entry must have name, address and phone number on the back of each photo. Also include name and age of person/persons in the picture. No electronic or digital submissions will be allowed.

What can I win?

1st Place Prize:

A Canon EOS Rebel T1i camera with 18-55IS and 55-250IS lenses

Promaster 4GB SD Card

Promaster SLR Case

Promaster UV protection filters (X2)

Promaster 6100 tripod

Bedford 200 print pre paid card

Retail Value \$1350

2nd Place Prize:

A Canon Powershot SD970IS Camera

2GB SD card

Case

Bedford 200 print pre paid card

Retail Value \$450

3rd Place Prize:

\$100 Bedford Camera and Video Gift Certificate

What are my odds of winning this Contest?

The odds of winning depend on the number of entries received.

What else do I need to know about this Contest?

This Contest is subject to the following additional rules:

1. Employees of: (i) KFSM; KFSM (ii) promotional companies and advertising agencies involved with this Contest; (iii) other radio, television or print media operations in the Fort Smith and Fayetteville, AR metropolitan areas; and (iv) the employees, agents, successors, assigns, family

and household members, affiliates and subsidiaries of the aforementioned parties are all ineligible to participate in, or win, this Contest.

2. You are eligible to win a prize from KFSM valued in excess of Six Hundred Dollars (\$600) only once per every six (6) months.

3. Prizes may not be redeemed, exchanged or otherwise substituted. PRIZES ARE NON-TRANSFERABLE. Only the individual who is declared the winner may claim the Prize.

4. The value of the Prize may be taxable as income to the winner of such Prize, if awarded. Payment of any and all applicable taxes are the sole responsibility of each such winner, and each such winner will be required to complete a Form 1099 and/or Form W-9, or other equivalent form, as applicable, in accordance with applicable law. 5. Decisions of KFSM with respect to this Contest shall be final in all regards. KFSM reserves the right, in its sole discretion, to change, alter and/or modify these rules at any time, including the substitution of a prize of equal or greater value. Such change, alteration and/or modification shall become effective upon the broadcast of the same by KFSM.

6. By participating in this Contest, you grant KFSM and its designees permission to use your name, picture, likeness, and/or voice in any manner for any marketing, advertising or promotions, whether broadcast, published, or used in other medium, and to maintain such name, picture, likeness and/or voice in a database for future use, all without additional remuneration, all to the fullest extent permitted by law.

7. None of KFSM or their respective agents and representatives shall be responsible for any technical difficulties including, but not limited to, telephone, electronic, hardware or software program, network, or computer malfunctions, power outages, busy signals, other technological glitches, changes of address, lost, late, misdirected, incomplete, illegible or mutilated correspondence, and/or any other condition beyond the reasonable control of KFSM. KFSM reserves the right, in its sole discretion, to cancel or suspend this Contest in the event KFSM cannot preserve the security or proper administration of this Contest, or for any other reason in KFSM sole and absolute discretion.

8. Winners of any Prize shall be required to execute a Waiver, Indemnification and Release prior to his or her receipt of such Prize whereby he or she agrees, among other things: (i) for himself or herself and his or her heirs, personal representatives and assigns, to completely and forever release, waive and discharge KFSM, the sponsors, promotional partners, and advertising agencies involved with this Contest, and each such party's respective affiliates, parents, subsidiaries, shareholders, directors, officers, agents, employees, successors, assigns, consultants and representatives (collectively, the "Indemnified and Released Parties"), from any and all claims, actions, costs, losses, expenses, demands, damages and/or other liabilities, known or unknown, absolute or contingent, and whether or not fixed, which he or she ever had, now has or might in the future have against any of the Indemnified and Released Parties, resulting in any manner from and/or by reason of his or her participation in this Contest and/or his or her receipt and use of such Prize, including any future use; and (ii) to protect, indemnify, hold harmless, and defend the Indemnified and Released Parties, from and against any and all claims, actions, suits, losses, costs, damages, liabilities and/or expenses of any nature whatsoever (including, but not limited to, the costs and expenses of experts, consultants and attorneys) arising out of or relating to: (a) his or her participation in this Contest; and/or (b) his or her receipt and/or use of such Prize, including any future use. The winner of the Prize, if any, shall also be required to execute a "Winner's

Affidavit & Release" in order to claim the Prize.

9. Violation of these rules may subject you to disqualification from this Contest and cause you to forfeit any prize won by you. 10. Any trademarks, tradenames, and/or tradestyles used in this Contest are the sole property of the respective owners of such trademarks, tradenames, and/or tradestyles and are used herein solely for identification purposes. Any rebroadcast or other use of the contest questions without prior written consent of KFSM is strictly prohibited. 11. Proper identification in the form of a passport, driver's license, or other form of government-issued picture identification must be presented to an authorized representative of KFSM in order for a winner to claim a Prize. No one may claim a Prize other than the winner of such Prize unless proof of handicap or hardship sufficient to KFSM is presented to KFSM. Prize must be claimed at a Bedford Camera and Video. Unclaimed prizes shall be forfeited and not re-awarded. 12. Selection of Winner: Winner will be selected by a panel of judges by the criteria listed above and the decision of the judges is final and binding. In the event the grand prizewinner cannot or does not claim the prize, the second place prizewinner will elevate to grand prizewinner, the third prizewinner will elevate to the second place winner and an alternate winner will elevate to third place winner. Prize must be arranged and picked up at Bedford Camera and Video. 13. THIS CONTEST IS VOID WHERE PROHIBITED BY LAW.

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