

KFSM

Kutest Kidz Rules

Staff Writer

12:00 AM CDT, July 8, 2011

Kutest Kidz Photo Contest

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN, NOR WILL A PURCHASE IMPROVE ONE'S CHANCES OF WINNING. Odds of winning will depend on the number of eligible entries received.

ALL FORMS MUST BE FILLED OUT COMPLETELY AND TRUTHFULLY. FAILURE TO COMPLETE THE APPLICATION AND PROVIDE TRUTHFUL AND PERTINENT INFORMATION MAY RESULT IN DISQUALIFICATION FROM THE CONTEST. DISQUALIFICATION IS IN THE SOLE DISCRETION OF KFSM AND/OR LOCAL TV, LLC.

KFSM will conduct the Kutest Kidz Photo Contest ("Contest") substantially as described in these Official Rules ("Rules"). Participation in the Contest constitutes entrant's full and unconditional agreement to, and acceptance of, these Official Rules. This Contest may be temporarily postponed or discontinued at any time without prior notice. The Contest is void where prohibited and is subject to all federal, state, and local laws and regulations.

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1. Eligibility: Entrants must be legal US residents, at least 18 years old or above, as determined by KFSM and reside in the Fort Smith or Fayetteville Designated Market Area as defined by The Nielsen Company. Employees of KFSM, Local TV LLC (collectively, the "Sponsor"), the Contest' participating sponsors and their advertising agencies, employees of other television or radio stations, and members of the immediate families of such persons are not eligible to participate and win. The term "immediate family" includes spouses, siblings, parents, children, grandparents and grandchildren, and any other person residing at the same household whether or not related. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Contest Period: The Contest begins on Monday, July 11, 2011 at 4:00 AM CST and ends on Monday, August 15, 2011 at 4:00 PM CST. Sponsor reserves the right to shorten or extend the Contest Period.

3. Contest Entry: To enter, 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, their Springdale location at 610 West Emma Avenue, in Fayetteville at 3277 North College Avenue 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 or KFSM-TV 4201 North Shiloh Drive, Suite 169 Fayetteville, AR 72703. To be eligible KFSM must receive all mailed entries by 12:00 PM CST August 15, 2011. Entries may also be dropped off at any Bedford Camera location by close of business on August 15, 2011. Winner will be announced on Friday, August 19, 2011. 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. Incomplete entries will be disqualified. Entrants may be required to become registered users of the website and may not enter the Contest more than once. Only one prize per person, household, or email address allowed. Duplicate entries will not be accepted.

4. Prize: 1st, 2nd, and 3rd place prizes will be awarded. The 1st place winner will receive a Canon Rebel T31i w/18-55IS lens, CanonEF 55-250IS lens, Promaster 4GB SD card, Promaster SLR case, two Promaster UV protection filters, Promaster 7100 tripod, and Bedford 200 Pre-Paid Digital Card. The 2nd place winner will receive a Canon Powershot Elph, 300HS Camera, Promaster 4GB SD card, camera case, and Bedford 200 Pre-Paid Card. The 3rd place winner will receive a \$100 Bedford Camera & Video gift card.

5. Winner Notifications: The Contest winners will be notified by phone and email after 4:00 PM CST on August 20, 2011. Winners must have a valid email address where they can be notified, or Sponsor reserves the right to award the prize to another winner.

6. Prize Acceptance/Restrictions: Only one (1) winner per household. Winners are subject to verification by KFSM of the winner's name, age, address, phone number, and Social Security number (where the prize value is equal to or greater than \$600.00). In order to claim his or her prize, each winner must appear in person at the business offices of KFSM, located at 318 North 13th Street Fort Smith, AR72901. Winners will be required to sign an Affidavit of Eligibility/Release of Liability and Publicity. Failure to do so will disqualify the winner. No entries from individuals under the age of 18 will be accepted. If a winner is disqualified, Sponsor reserves the right to determine an alternate winner or to not award that winner's prize at all. Prizes cannot be redeemed for cash or substituted for any other items by any winner. Prizes are non-assignable and non-transferrable. Sponsor reserves the right to substitute a comparable prize of like or greater value, including cash, for any prize, for any reason. Costs of transportation and accommodations, where applicable, are the sole responsibility of the winners.

7. Publicity Release: By participating in the Contest, each entrant acknowledges that his/her entry in the Contest constitutes that entrant's consent to use, publish, reproduce and for all purposes, including publicity, promotion and advertising, in any media (including without limitation, the Internet, television or offline promotions), each winner's name, voice, likeness, and any portion thereof, each extending throughout the universe and in perpetuity without further compensation, credit or right of review or approval, except where prohibited by law.

8. Telephone and Delivery Disclaimer: Sponsor disclaims all liability for the inability of a participant to complete or continue a telephone call due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond Sponsor's control, or otherwise. Sponsor disclaims all liability for any delays, misdelivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method. Sponsor is not responsible for mechanical, technical, computer, hardware or software errors, malfunctions, or failures of any kind, including failed, incomplete, garbled, or delayed transmission of entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections, which may limit an entrant's ability to participate in the Contest, and any injury or damage to entrant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in the Contest. Sponsor reserves the right to cancel the Contest if it becomes technically corrupted.

ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY CIRCUMVENT, DISRUPT, OR DAMAGE ORDINARY AND NORMAL OPERATION OF THIS CONTEST, TELEPHONE SYSTEMS OR WEBSITE, OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE,

SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW AND TO DISQUALIFY ANY SUCH INDIVIDUAL FROM PARTICIPATION IN THE CONTEST OR ANY OTHER CONTEST.

9. Taxes: Any valuation of the prize(s) stated above is based on available information provided to KFSM, and the value of any prize awarded to a winner may be reported for tax purposes as required by law. All taxes, including federal, state, and local taxes, are the sole responsibility of the winner. Any person winning over \$600.00 in total prizes will receive a 1099 form from Sponsor at the end of the calendar year and a copy of such form should be filed with the IRS. Each winner must provide Sponsor with valid identification, and a valid taxpayer identification number or Social Security number for total prizes valued at \$600.00 or more, before any prize will be awarded.

10. Conditions: Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend this Contest or any portion hereof, or to disqualify any individual implicated in any of the following actions, if for any reason: (a) infection by computer virus, bugs, interruption in wireless calling devices or wireless service, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes which, in Sponsor's sole opinion, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, (b) the Contest or any website associated therewith (or any portion thereof) becomes corrupted or does not allow the proper processing of entries per these Rules, (c) the Contest becomes corrupted due to wireless calling service interruption for any reason, or (d) the Contest is otherwise not capable of running as planned. By entering, entrants represent that they are eligible and agree to be bound by and comply with the Rules and the decisions of any judges. Any entrant who attempts to tamper with this Contest in any way or use fraudulent means to participate in and/or win the Contest shall be disqualified. Sponsor reserves the right to disqualify any entrant at any time, for any reason, including, without limitation, language, activities or behavior deemed inappropriate. Sponsor and their advertising and promotion agencies are not responsible for cancellations, postponements, or delays. Other than the prizes received by the winner, no entrant shall be entitled to receive any wages, benefits, fees or other compensation whatsoever as a result of participating in the Contest. Sponsor shall have the sole discretion to administer the Contest and interpret and apply the Official Rules.

11. Indemnification/Hold Harmless: By participating, entrants agree: (a) to the Official Rules and decisions of Sponsor, which shall be final in all respects; (b) to release, discharge, and hold harmless KFSM, Local TV, LLC, and their respective affiliates, parents, subsidiaries, advertising and promotion agencies, officers, directors, employees, representatives, and agents (the "Released Parties") from all liability, injuries, losses or damages of any kind to persons, including but not limited to death or property damage resulting in whole or in part, directly or indirectly, from the acceptance, possession, misuse or use of a prize, or from participation in and/or entry into the Contest or any Contest-related activity and for acceptance, delivery, or use of any prize; (c) that the foregoing parties have neither made nor are in any manner responsible or liable for any warranty, representation or guaranty, expressed or implied, in fact or in law, relating to any prize. In consideration for his or her participation in the Contest, each entrant agrees to hold harmless and indemnify the Released Parties from any and all claims, demands and/or causes of action of any nature or kind whatsoever, whether presently known or unknown, foreseen or unforeseen, that arise out of the entrant's participation in the Contest, including attorneys' fees.

12. Limitation of Liability: The Released Parties are not responsible or liable for any incorrect or inaccurate entry information or other errors in the printing, offering or administration of the Contest or in the announcement of the prize(s) and assume no responsibility for (i) any error, omission, interruption, defect or delay in operation or transmission at any website, or wireless calling service, interrupted or unavailable network, server or other conditions, (ii) failure of any entry to be received by Sponsor due to technical problems, telephone service problems, human error, or wireless calling service, (iii) communication line, hardware and/or software failures, malfunction of phones (including wireless phones/handsets), phone lines, other communications malfunctions, unavailable network connections, cellular equipment towers, telephone systems or wireless

service, (iv) damage to any computer (software or hardware) resulting from participation in the Contest, or damage to mobile phone or other PDA device, (v) theft or destruction of, tampering with, unauthorized access to, or alteration of entries and/or entry information, or (vi) entries which are late, lost, stolen, damaged, illegible, and/or unintelligible (or any combination thereof). Any expenses incurred by the entrant during the application process, including but not limited to, postage are the sole responsibility of each entrant and the Sponsor will not issue reimbursement for any expenses.

UNDER NO CIRCUMSTANCES SHALL THE RELEASED PARTIES BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, ATTORNEYS' FEES, OR ANY OTHER DAMAGES.

13. Choice of Law/Forum: All entrants agree, by participation in the Contest, to submit to the personal jurisdiction of the courts of Arkansas. Arkansas law shall govern this Contest, without regard Arkansas' choice of law rules. The courts of Arkansas shall be the exclusive forum for any dispute regarding any Rule or activity associated with the Contest.

14. Official Rules: To request a copy of the Rules, send a self-addressed stamped envelope to KFSM, located at P.O. Box 369 Fort Smith, AR 72902, by August 15, 2011. Written copies of these Rules are also available during normal business hours 8:00 AM – 5:00 PM CST at KFSM's business offices or online at www.5NEWSonline.com.

15. Names of Winners: For a list of prize winners, send a separate, self-addressed, stamped envelope to KFSM, located at P.O. Box 369 Fort Smith, AR 72902, or appear in person at that location between normal business hours 8:00 AM – 5:00 PM CST after August 20, 2011.

16. Compliance with Law: The conduct of the Contest is governed by the applicable laws of the United States of America, which take precedence over any rule to the contrary herein. Sponsor shall follow the applicable laws for conducting Contest.

NO PURCHASE NECESSARY.

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