

## TOOLS FOR TEACHERS

### Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN, NOR WILL A PURCHASE IMPROVE ONE'S CHANCES OF WINNING.

1. Eligibility: Entrants must be legal US residents, at least 18 years old or above, as determined by WHNT-TV and reside in the Huntsville Designated Market Area as defined by The Nielsen Company. This includes Colbert, DeKalb, Franklin, Jackson, Lauderdale, Lawrence, Limestone, Madison, Marshall and Morgan counties in Alabama and Lincoln County, Tennessee. Void where prohibited. Employees of WHNT LLC and North Alabama Educators Credit Union located at 2309 Whitesburg Drive South, Huntsville, AL 35801 (collectively, the "Sponsor"), and their respective affiliates, parents and subsidiaries, the contests participating sponsors, promotional agencies 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. Eligible winners are public and private school teachers in any discipline, grades pre-school through grade 12. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Contest Period: The Station runs this Contest on a rolling week by week basis, and the entry period coincides with Tennessee Valley schools calendar year. (The "Entry Period") Sponsor reserves the right to shorten or extend the Entry Period, only for the reasons described herein or for reasons outside the control of Sponsor.

3. Contest Entry and Winner Selection: To enter the Contest, entrants must go to <http://whnt.com/2012/02/28/contact-tools-for-teachers/> where you will see the Tools for Teachers nomination form. Complete the official nomination form, submitting your name, email, phone number, name of the nominee, school name, city/state, name of the school's principal and, in 500 words or less, the reason why the nominated teacher should win the prize.

Sponsor reserves the right to disqualify those entries that contain offensive or inappropriate material which are deemed by Sponsor to be unsuitable, or which Sponsor believes would subject them to a claim or litigation.

By submitting an essay, entrants warrant that their essays are their own original creations, have not been previously published, do not violate the rights of any other person or company (including but not limited to privacy and copyrights), do not defame, libel, or slander anyone or any entity, do not contain offensive, indecent, vulgar, obscene or profane content, and in no other way violate any applicable laws, as determined by Sponsor. Entries that include essays that do not comply with these Rules shall be disqualified.

Entries will be judged by WHNT NEWS 19 staff on a case by case basis. Winners will be selected at Sponsor's sole discretion. Each week, one (1) nominee winner will be selected from all eligible entries received as of that date. Entries will be judged by Sponsor on the following criteria: 33% makes learning interesting and thought-provoking, 33% faces challenges with ingenuity and enthusiasm, and 33% on how the teacher demonstrates a willingness to take action and get results for his or her students. Remaining valid entries will carry over to the next weekly judging. All entries become the property of

Sponsor and will not be returned. Incomplete entries will be disqualified. Entrants may be required to become registered users of the website. Multiple entries by means of software-generated or other automated processes will be disregarded. Detection of said automated entry will lead to such entries being voided in Sponsor's sole discretion. Only one registered account per entry. If multiple accounts are detected for a single entrant, the accounts will be voided and the entries will be disqualified in Sponsor's sole discretion. In the event of a dispute as to any registration, the authorized account holder of the email address or account used to register will be deemed to be the registrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Sponsor reserves the right to use any and all information related to the Contest, including information on entrants obtained through the Contest, for marketing purposes or any other purpose, unless prohibited by law. Sponsor reserves the right to contact entrants and all other individuals whose email address is submitted as part of this promotion.

4. Prize: The Winner/nominated teacher's school will receive a donation of \$319. In addition, and subject to approval of the parties, the Winner/ nominated teacher and school may be featured on air on a predetermined Wednesday during WHNT News 19 at 6:00 AM. Actual retail value \$319.

5. Winner Notifications: The Principal of the Winner/nominated teacher will be notified by phone. Sponsor will coordinate with Principal of the school where the winning/nominated teacher is employed to schedule a time to announce the winning nominated teacher.

6. Prize Acceptance/Restrictions: Limit one prize to Winner/nominated teacher. Winners are subject to verification by WHNT-TV. The Principal of the school where the winning nominated teacher is employed will have ultimate approval of the nominated teacher being selected. No entries from individuals under the age of 18 will be accepted. If a winner is disqualified or nominated teacher is not approved by the Principal of the school where the teacher is employed, Sponsor reserves the right to determine an alternate winner or to not award that winner's prize at all.

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, likeness, photograph, voice, opinions, and/or hometown and state, 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.

The nominee may also consent to the use, publication, reproduction for any and all purposes, including publicity, promotion and advertising, in any media (including without limitation, the Internet, television or offline promotions), of their name, likeness, photograph, voice, 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. Delivery Disclaimer: 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 but not limited to failed, incomplete, garbled, or delayed transmission of entries, traffic congestion, viruses, sabotage, satellite failures, electrical outages, on telephone lines, on the Internet, at any website, or application or lost or unavailable network

connections or natural disasters or acts of God or man, 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.

ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY CIRCUMVENT, DISRUPT, OR DAMAGE ORDINARY AND NORMAL OPERATION OF THIS CONTEST 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. 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, 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 interruption in wireless calling devices or wireless service 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, which are final on all matters pertaining to the Contest. 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 Rules. This Contest is not intended for gambling. If Sponsor determines that an entrant is using the Contest for gambling purposes, such entrant may be disqualified and reported to the authorities.

10. Indemnification/Hold Harmless: By participating, entrants agree: (a) to the Rules and decisions of Sponsor, which shall be final in all respects; (b) to release, discharge, and hold harmless Sponsor and its 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 invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright, or other intellectual property rights, death or property damage resulting in whole or in part, directly or indirectly, from the acceptance, delivery, possession, misuse or use of a prize (including any travel or activity related thereto), or from participation in and/or entry into or creation of an entry for the Contest and/or the broadcast or exploitation or use of entry or any other Contest-related activity; and (c) that the Released 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.

11. Limitation of Liability: The Released Parties are not responsible or liable for: (i) 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), (ii) 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, (iii) failure of any entry to be received by Sponsor due to technical problems, telephone service problems, human error, or wireless calling service, (iv) 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, (v) damage to any computer (software or hardware) resulting from participation in the Contest, or damage to mobile phone or other PDA device, (vi) theft or destruction of, tampering with, unauthorized access to, or alteration of entries and/or entry information, (vii) entries which are late, lost, stolen, damaged, illegible, and/or unintelligible (or any combination thereof), or (viii) any change of email address, mailing address, telephone number and/or any other contact information provided by entrant. Any expenses incurred by the entrant during the application process, are the sole responsibility of each entrant and the Sponsor will not issue reimbursement for any expenses.

Neither the failure of Sponsors to insist upon or enforce strict performance of any provision of these Official Rules nor the failure, delay or omission by Sponsors in exercising any right with respect to any term of these Official Rules, will be construed as a waiver or relinquishment to any extent of Sponsor's right to assert or rely upon any such provision or right in that or any other instance.

SUCH PRIZE(S) ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND THE RELEASED PARTIES HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

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

12. Choice of Law/Forum: Alabama law shall govern this Contest, without regard Alabama's choice of law rules. The courts of Alabama shall be the exclusive forum for any dispute regarding any Rule or activity associated with the Contest.

13. Official Rules: To request a copy of the Rules, send a self-addressed stamped envelope to WHNT-TV, located at 200 Holmes Avenue, Huntsville, AL 35801. Written copies of these Rules are also available during normal business hours 8:00AM – 5:00PM CST at WHNT-TV's business offices or online at WHNT.com.

14. Names of Winners: For a list of prize winners for this academic year, send a separate, self-addressed, stamped envelope to WHNT-TV, located at 200 Holmes Avenue, Huntsville, AL 35801 or appear in person at that location between normal business hours 8:00AM – 5:00PM CST.

15. 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.

16. Rights Reserved: The content, information, data, designs and code associated with the Contest and Contest website are protected by intellectual property and other laws.