

# Toss to Victory Contest Rules 2025 R1

## 1. PROMOTION DATES

- a. The Toss To Victory Cornhole Contest 2025 ("Promotion") will begin Monday August 25<sup>th</sup> 2025, at 5:00 am ET and end on, ?
- b. The submission period for entries each week begins at 7am ET Fridays and closes at 10am ET Thursdays with the exception of the weeks of September 26<sup>th</sup>-October 3<sup>rd</sup> and October 31<sup>st</sup>-November 7<sup>th</sup>-when there is no University of Tennessee football game.

## 2. ELIGIBILITY RESTRICTIONS

- a. The Promotion is open to all legal residents of the United States and the District of Columbia (except NY and FL) who are 18 years of age or older at the time of entry and who live in East TN and South Eastern KY, which consists of the following counties: Hancock, Fentress, Grainger, Scott, Morgan, Union, Claiborne, Cocke, Campbell, Monroe, Cumberland, Loudon, Jefferson, Roane, Hamblen, Sevier, Anderson, Blount, Knox, Tennessee & McCreary, Bell & Harlan, Kentucky (the "Eligibility Area"). Employees of Fox and Farmer, Forge Advertising, WVLT-TV (the "Station"), its parent, subsidiary, and affiliated entities, WNML (the "Station"), its parent, subsidiary, and affiliated entities, members of their immediate families (spouse, parents, siblings or children) or households (whether related or not) are ineligible to participate or win. This Promotion is subject to all applicable federal, state, and local laws and regulations. Void outside the United States, in NY and FL, as applicable, and where prohibited.
- b. Individuals and members of their immediate families (spouse, parents, siblings or children) or households (whether related or not) may only win one set of Cornhole Sets during entire promotion. Once someone wins a set of cornhole boards members of their immediate families (spouse, parents, siblings or children) or households (whether related or not) are ineligible to participate or win. The winner is then entered as a finalist for a chance to win a Tennessee Football Fan Experience which includes (4) Tickets to the Tennessee Football Bowl game or College Football Playoffs , value \$1,200.00 and a \$2,000.00 gift card for hotel and travel. Total prize value prize value \$3,200.00. Drawing to be held on December 2<sup>nd</sup> at 7pm at Location To Be Determined.

c. Entrants must be 18 years of age and hold a valid Driver's License.

d. Entrants are required to provide truthful information. Any entry that it discovers to be false or fraudulent will be rejected and deleted. We will disqualify any entry from any individual who does not meet the eligibility requirements and will also delete any entry as required by law.

### 3. ENTRY

a. To participate in the Promotion, you may enter via the following method(s):

VIA INTERNET –Follow the links and instructions to enter and submit your first name and last name, complete address, city, state, zip code, telephone number, and a valid email address in the online entry form. Internet entries will be deemed made by the authorized account holder of the email address submitted at the time of entry. The authorized account holder is the natural person who is assigned to the email address by an internet access provider, online service provider or other organization that is responsible for assigning the email address or the domain associated with the submitted email address. Multiple entrants are not permitted to share the same email address. Entries submitted will not be acknowledged or returned. Use of any device to automate entry is prohibited. Proof of submission of an entry shall not be deemed proof of receipt by contest administrator. The contest/sweepstakes administrator's computer is the official time-keeping device for the Promotion.

IN PERSON: To be eligible to win the Last Chance drawing for an exclusive limited edition X-factor Cornhole set and bags, value \$599.99, you must be present to enter your name **on December 2<sup>nd</sup> NLT 7pm at Location To Be Determined.**

b. Only one internet entry per person and one entry per email address are permitted.

IN PERSON-- You must be present to win the grand prize, which will be randomly selected from the twelve weekly winners and the last chance winner, of four (4) tickets to the Tennessee Football Bowl Game or College Football Playoff, value \$1,200.00 and a \$2,000.00 gift card for Hotel and travel. Total prize value prize value \$3,200.00, to be held **on December 2<sup>nd</sup> at 7pm at Location To Be Determined.**

You must be present to win the last chance drawing for the X-factor Cornhole set and bags, value \$599.99 to be held on December 2<sup>nd</sup> at 7pm at Location To Be Determined.

#### 4. PRIZES AND ODDS OF WINNING—

a. Thirteen Finalists will win an exclusive limited edition X-factor Cornhole set and bags. Total prize value of each cornhole set is \$599.99

b. One (1) grand-prize winner will win four (4) tickets to the Tennessee Football Bowl Game or College Football Playoff, value \$1,200.00 and a \$2,000.00 Gift Card for hotel and travel. Total prize value \$3,200.00

c. You do not need to be present to win one of 12 X-factor Cornhole sets and bags chosen weekly.

You must be present to win the grand prize of four (4) tickets to the Tennessee Football Bowl Game or College Football Playoff, value \$1,200.00 and a \$2,000.00 gift card for Hotel and travel. Total prize value \$3,200.00, to be held on December 2<sup>nd</sup> at 7pm at Location To Be Determined.

You must be present to win the last chance drawing for the X-factor Cornhole set and bags, value \$599.99 to be held on December 2<sup>nd</sup> at 7pm at Location To Be Determined.

d. There is no substitution, transfer, or cash equivalent for prizes, except that we may, at our sole discretion and to the extent permitted by law, substitute prizes of comparable value or cash. The prizes are expressly limited to the item(s) listed above and do not include taxes, gratuities, or any other expenses. Any tickets awarded as part of a prize will be subject to the terms and conditions set forth by the issuer and are valid only on the date(s) printed on the tickets. Other restrictions may apply.

#### 5. WINNER SELECTION AND NOTIFICATION

a. Decisions of management with respect to the Promotion are final.

b. One (1) winner will be selected randomly from all eligible entries each week of a UT football game and notified by 5pm each Thursday starting August 28<sup>th</sup>, 2025, to November 27<sup>th</sup> 2025. Each of these twelve (12) total weekly winners will be entered to win the grand prize drawn on a December 2<sup>nd</sup> 2026 but

following Tennessee's selection (if selected) for participation in a bowl game or College Football Playoff.

c. Winners will be called and to set up a date to award prizes. Winners must execute and return any required affidavit of eligibility and release, publicity release, and/or guest/traveling companion release within ten (10) days of notification attempt or winner will be disqualified and the prize will be forfeited, and an alternate winner(s) may be chosen. If a potential winner(s) cannot be contacted, fails to complete, sign and return any required affidavit of eligibility and release, publicity release, and/or guest/traveling companion release within the required time period, or if a prize or prize notification is returned as undeliverable, the potential winner(s) will be disqualified and will forfeit the prize. An entrant who provides a mobile wireless number to in connection with a promotion, including by entering via text message or providing a mobile number for winner notification purposes, is responsible for informing us if his or her number is reassigned to another person at any time before the end of the Promotion set forth in Section I.a. of these rules, and for providing an alternative number where he or she may be reached.

d. Unless otherwise specified in the prize notification, all prizes may be picked up at the office at the address below. The winner(s) will forfeit any prize not claimed within thirty (30) days of winning. Prizes will not be mailed to the winner(s) and must be picked up in person.

## 6. CONDITIONS

a. Payments of all federal, state, and local taxes are solely the responsibility of the winner(s). Winner(s) will be required to complete and submit an IRS (Internal Revenue Service) Form W-9 or the equivalent including a winner's full Social Security Number for receipt of any prize valued at \$600 or more or for any prizes awarded. in a calendar year with an aggregate value of \$600 or more. Failure to submit a complete W-9 or equivalent will result in disqualification and forfeiture of the prize.

b. Participating in the Promotion and acceptance of a prize constitutes a winner's and guest's (where applicable) permission for its agents to photograph, film and record and utilize on social media, TV, radio each winner, and to use his/her name, address (city and state), likeness, photograph, voice, biographical information and/or any statements made by him/her regarding the Promotion or its sponsors for purposes of trade, publicity or promotion without additional financial or other compensation, and contest administrator may, where legal, require a winner (and guest or travel companion, where applicable) to sign a publicity release confirming such consent prior to acceptance of the prize. It is the responsibility of the winner(s) to ensure that their guest(s) or travel companion(s) sign and return any required release.

c. To the fullest extent permitted by law, by participating in the Promotion, you:

i. agree to grant non-exclusive, perpetual, worldwide license to edit, telecast, exhibit, rerun, reproduce, use, syndicate, license, print, distribute and otherwise exploit any items (including any photos, videos, audio, or written material) submitted as part of your contest entry (the "Materials"), or any portion thereof, in any manner and in any and all formats and media now known or hereafter devised, without payment to you or any third party;

ii. acknowledge that we reserves the right, in its sole discretion, not to use the Materials at all; and

iii. represent and warrant that: you are **18** years of age or older; you have the full legal right, power and authority to grant to the contest administrator the license provided for herein; you own or control the complete exhibition and other rights to the materials you submitted for the purposes contemplated in this license; you are either the parent (or legal guardian) of any minor featured in the Materials or have received the express consent of the parent (or legal guardian) for any such minor to appear in the Materials and to enter the minor's likeness in the Materials in the contest; and neither the materials nor the exercise of the rights granted herein shall infringe upon or violate the right of privacy or right of publicity of, or constitute a libel or slander against, or violate any common law or any other right of, any person or entity.

d. Prior to awarding any prize depending on the nature of the prize and eligibility requirements of the Promotion, We in our sole discretion may require verification of Promotion winner's or winners' identification by a showing of valid government-issued photo identification.

e. To the fullest extent permitted by law, by participating and/or accepting a prize, entrants, winner(s) and guests (if applicable) agree to release and hold harmless the sponsor(s) and promotional partner(s), its advertising and promotion agencies, any social media platform utilized in the conduct of the Promotion (including but not limited to Facebook, Instagram, X, Youtube) and each of their respective parent, subsidiary and affiliated entities, and the officers, shareholders, directors, employees, agents, representatives, successors, and assigns of each of them (collectively, the "Released Parties") against any and all claims or liability arising directly or indirectly from the prize or participation in the Promotion. We may also require eligible Promotion winner(s) and their guests or

travel companions, if any (as well as each of their parent(s) or legal guardian(s), if winner(s), guest(s) or travel companion(s) are under the age of majority in their state of residence), to sign a liability release confirming such consent. It is the responsibility of the winner(s) to ensure that their guest(s) or travel companion(s) sign and return to the Station any required release.

f. Sponsors in its sole discretion, reserves the right to disqualify any person (and all their entries) from this Promotion if he or she tampers with the entry process, the operation of the Promotion, or the operation of the sponsor websites, Facebook Page, and/or any other social networking site used in the Promotion, or is otherwise in violation of the rules. Sponsors further reserves the right, at its sole discretion, to modify, cancel, terminate or suspend the Promotion, or any part of it, if it is not capable of completion as planned or if any fraud, technical failures or any factor beyond control, including infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion as determined by the sponsors in its sole discretion. Any attempt by an entrant or any person to deliberately damage any sponsor websites, Facebook Page, and/or any other social networking site used in the Promotion or to undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws. Should such an attempt be made, We reserve the right to seek full prosecution and/or damages from any such individual to the fullest extent permitted by law. Any failure by us to enforce any term of these Official Rules shall not constitute a waiver of this provision. If due to circumstances beyond the control of us, Any competition or prize-related event or travel is delayed, rescheduled, postponed, or cancelled, We reserve the right, but not the obligation, to modify, terminate, suspend, or cancel the Promotion and shall not be required to award a substitute prize.

g. The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering or the administration of the Promotion, or in the announcement of a prize; (ii) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties, malfunctions, disconnections, other technological failures, telephone service outages, delays, dropped calls, or busy signals, or any other difficulties that may prevent an individual from sending or receiving a text message; or (iii) lost, stolen, mangled, misdirected, postage due, illegible, incomplete, incorrect, or late entries. Due to online streaming delays, online viewers of station programming may have difficulty participating in on-air contests. Further, the Released Parties are not responsible if any part of a Promotion prize that cannot be awarded due to acts of God, acts of war, natural disasters, weather, acts of terrorism or other factors beyond the Station's control.

h. To the fullest extent permitted by law, by participating in the Promotion, you understand and agree that:

i. the Federal Arbitration Act applies to this agreement, and if the parties are unable to resolve their dispute amicably, it shall be resolved by means of binding arbitration (not in a court of law).

ii. any and all disputes, claims, and causes of action arising out of or in connection with this Promotion, or any prizes awarded, shall be resolved individually, without resort to any form of class action (even if the rules and procedures of the arbitration tribunal allow class arbitrations).

iii. any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event and under no circumstances will entrants or winners be permitted to obtain awards for attorneys' fees, and you hereby waive all rights to claim punitive, incidental, or consequential damages, or any other form of damages, other than actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased;

iv. any claim or dispute regarding the Promotion or these Official Rules will be resolved pursuant to the laws of the State or Commonwealth in which the sponsors are located, without regard to the conflicts of laws and rules of that State or Commonwealth.

v. any claim or dispute regarding the Promotion or these Official Rules will be resolved in a tribunal within the State or Commonwealth in which the sponsors are located, and you submit to the jurisdiction of, and waive all objections to the jurisdiction or venue of, such tribunal; and

vi. if for any reason a claim or dispute regarding the Promotion or these Official Rules proceeds in court rather than through arbitration, there will not be a jury trial.

i. The invalidity or unenforceability of any provision of these Official Rules, including but not limited to the agreement to arbitrate, shall not affect the validity or enforceability of any other provision. If any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance

with their terms as if the invalid or unenforceable provision was not contained herein.

j. To obtain a copy of the Official Rules or a list of winner(s) following completion of the Promotion (please specify which), send a self-addressed, stamped envelope specifying "Official Rules" or "Winner List" to Toss to Victory Contest 2025 or Official Rules Request Forge Advertising, 9111 Cross Park Drive, Suite D200 Knoxville, TN 37923. All such requests must be received within thirty (30) days following completion of the Promotion.

7. OFFICIAL RULES, TERMS OF USE AGREEMENT & PRIVACY POLICY By entering this Promotion, you agree to be bound by these Official Rules and the Sponsors Terms of Use Agreement and to the use of your personal information as described in the Privacy Policy I

Sponsor(s):

- Fox and Farmer 8900 Executive Park Drive Knoxville TN 37923
- Forge Advertising 9111 Cross Park Drive Suite D200 Knoxville TN 37923
- WNML 99.1 4711 Old Kingston Pike Knoxville TN 37937919