



MOBILE VIDEO TAPES d/b/a KRGV-TV5, and d/b/a KRGV-DT, its subsidiaries and affiliated companies (together, the “Company”), will conduct the Contest substantially as described in these rules, and by participating, each entrant agrees as follows:

1. **Description of Contest/Participation.** 1 high school band will be the named KRGV Band of the Week each week for a total of 12 weeks. Winner will be chosen based on most votes received on the KRGV Sports Twitter. Band of the Week will receive a “Band of the Week” banner to display at football games.
2. **Dates of Contest:** The Contest will begin on Monday, August 30, 2021 and run until Wednesday, November 17, 2021.
  - A. **NO PURCHASE NECESSARY. PURCHASE DOES NOT INCREASE ODDS OF WINNING. Void where prohibited. Odds of winning depend upon the number of entrants.**
3. **How to Enter:** Each week KRGV will choose three high school bands Across the RGV and post a poll on KRGV Sports Twitter page where participants can vote for the band of their choice. The poll will be posted on Monday at noon for the 12 weeks of football season. Participants have 24 hours to vote. The band with the most votes becomes the KRGV Band of the Week.
4. **Winning the Contest.** The winner will be based on the band that receives the most votes. Twitter polls are based on percentages, the winner with the highest percentage (based on number of people that vote) will be our KRGV Band of the Week. The Band of the Week will be announced every Wednesday on CHANNEL 5 NEWS at 6 and receive “Band of the Week” banner to display at football games.
5. **Eligibility and Limitations.** Participants and winners must be U.S. residents at least 18 years old (as of December 30, 2020) as determined by the Company, and must reside in Hidalgo, Cameron, Willacy or Starr County, Texas. Employees of the Company, the Contest’s participating sponsors and their advertising agencies, members of the immediate family of any such persons are not eligible to participate and win. The term “immediate family” includes spouses, siblings, parents, children, grandparents, and grandchildren, whether as “in-laws,” or by current or past marriage(s), remarriage(s), adoption, co-habitation or other family extension, and any other persons residing at the same household whether or not related.
6. **Delivery Disclaimer.** The Company is not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, include: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online



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.

7. **Publicity, Use of Personal Information.** By participating in the Contest, where allowed by law, entrants agree that the Company may disclose personal information obtained from entrants in the Contest to third parties and use such information for marketing and other purposes.
8. **Release.** By participating in the Contest, each entrant and each winner waives any and all claims of liability against the Company, its employees and agents, for any personal injury or loss which may occur from the conduct of, or participation in, the Contest.
9. **Taxes.** Any valuation of the prize(s) stated above is based on available information provided to the Sponsor, and the value of any prize awarded to a winner may be reported to the IRS as required by law. Each winner is solely responsible for reporting and paying any and all applicable federal, state, and local taxes, related to prize acceptance and use not specified herein. Each winner must provide the Sponsor with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Any person winning over \$600 in prizes from the Sponsor in a calendar year will be issued an IRS Form 1099 reporting the value of those prizes to the IRS.
10. **Conduct and Decisions.** By participating in the Contest, entrants agree to be bound by the decision of Company personnel. Persons who violate any rule, gain unfair advantage in participating in the Contest, or obtain winner status using fraudulent means will be disqualified. Unsportsmanlike, disruptive, annoying, harassing or threatening behavior is prohibited. The Company will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Contest and the Company's decisions concerning such disputes shall be final. If the conduct or outcome of the Contest is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference or any event beyond the control of the Company, the Company reserves the right to terminate this Contest, or make such other decisions regarding the outcome as the Company deems appropriate. All decisions will be made by the Company and are final. The Company may waive any of these rules in its sole discretion. ANY ATTEMPT BY A CONTESTANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY CIRCUMVENT, DISRUPT OR DAMAGE ORDINARY AND NORMAL OPERATION OF THIS CONTEST, TELEPHONE SYSTEMS OR WEBSITES, OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW.



11. **Miscellaneous.** The Company disclaims any responsibility or notifies entrants of any aspect related to the conduct of the Contest. For a copy of the rules, or where required by law, a list of winners, visit the business office of the Company during normal business hours or mail a written request with a stamped, self-addressed return envelope to, 900 East Expressway 83, Weslaco, Texas 78596. All entries become the property of the Company and will not be returned.

12. **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 of the contrary herein. Station(s) shall follow the applicable laws for conducting contests, including notice to the state attorney general or consumer affairs office, posting of a prize bond, furnishing lists of winners, providing specific written information about the Contest, etc. as required by local and state law.