

Stop the Spread Contest
OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS PROMOTION.

The Stop the Spread Contest (“Contest”) begins on July 12, 2020 at 12 am Pacific Time (“PT”) and ends on August 16, 2020 at 11:59 p.m. PT (“Contest Period”). The time will be determined by Sponsor’s timekeeping systems. Sponsors (defined below) will have the sole discretion in determining the timeliness of any action or inaction related to this Contest. All times mentioned in these Official Rules are Pacific Time unless expressly noted otherwise.

Open only to legal U.S. residents of the 50 United States and D.C. who are at least 14 years of age as of date of entry. Void where prohibited. Employees of The San Diego Union-Tribune, LLC; KSWB-TV (FOX 5 San Diego); and [Other Sponsor if noted] (collectively, “Sponsors”), and of their parents, affiliates, and subsidiaries, and of all of the advertising agencies, promotion agencies, prize suppliers, and any other vendors providing services in connection with this Contest (collectively, the “Sponsor Affiliates”) and the immediate family members (spouse, mother, father, in-laws, grandmother, grandfather, brother, sister, children and grandchildren) and/or those living in the same household of any of the foregoing individuals are not eligible. By participating, contestants agree to be bound by the Official Rules and the decisions of Sponsors.

TO ENTER: During Promotion Period, visit <https://www.sandiegouniontribune.com/stopthespread> click on the “Contest” tab, and accurately complete the entry form. Contestants must also submit a catchy public service ad campaign around getting people to wear a mask, social distance, and wash their hands to stop the spread of coronavirus (the “Submission”). The Submission can be in the form of a sample print ad (“Print Ad”), video ad (“Video Ad”), and/or digital ad (“Digital Ad”). The Submission must be in English. A Print Ad or Digital Ad must be no more than 500 words. A Video Ad must be no more than 30 seconds. A contestant may submit more than one type of ad, for example, a Video Ad and a Print Ad, but multiple types of ads will still count as only one Submission. Incomplete entries will be disqualified. Contestants may not enter the Contest more than once. Multiple entries from the same person will not be accepted if discovered by Sponsors. Illegible and incomplete entries are void. Sponsors are not responsible for lost, late, or misdirected entries or entries not received for any reason. If there is a dispute over who submitted an entry, the entry will be deemed to have been submitted by the authorized account holder of the email account identified on the entry form. The authorized account holder of an email account is deemed to be the natural person who is assigned to an email address by an Internet access provider, service provider, or online organization responsible for assigning email addresses for the domain associated with the submitted email address. Received entries (but not the Submissions) become the property of Sponsors and will not be returned.

Submitted Materials: Each Submission must satisfy all of the following submission requirements (the “Submission Requirements”):

- The Submission must be the original creation of contestant.
- The Submission must not portray any recognizable individual, other than the contestant.

- Contestant must either own all rights to the Submission or otherwise have the right to submit the Submission in the Contest and to provide the rights to Sponsors as set forth herein.
- Submissions must not infringe any third party's intellectual property right.
- The Submission must not contain illegal, indecent, obscene, pornographic, or sexually explicit content, or otherwise offensive material or inappropriate content such as aberrational behavior, graphic violence, drug abuse, or nudity.
- A Video Ad must not contain any music.
- The Submission must not promote bigotry, racism, hatred, or harm against any group or individual or discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age.
- The Submission must be non-defamatory and must not invade any third party's right of privacy or publicity.
- The Submission must otherwise be appropriate for publication or broadcast or display in connection with an advertising campaign.
- The Submission must be in compliance with the Terms of Use on the Union-Tribune's website.

By submitting a Submission, each contestant represents and warrants that the Submission meets all of the Submission Requirements and that the distribution, reproduction, display, and any other uses of any part of the Submission by Sponsors as permitted herein will not infringe any third party rights. Each contestant further agrees to indemnify and hold Released Parties (defined below) harmless from and against any and all claims, demands, damages, costs, liabilities and causes of action of whatsoever nature that are based upon or arise out of any breach by such contestant of such warranties or representations made by contestant or of these Official Rules.

By submitting a Submission, contestant grants to Sponsors (and to those acting on their behalf) a worldwide, royalty-free, perpetual, irrevocable, non-exclusive right and fully sub-licensable license to use, copy, reproduce, distribute, publish, publicly perform, publicly display, modify, adapt, translate, archive, store, and create derivative works from such Submission, in whole or in part, in any form, format, or medium, of any kind now known or later developed. Without limiting the generality of the previous sentence, contestant authorizes the Sponsors to: (a) share the Submission across all websites, mobile applications, newspapers, and other online and offline services affiliated with the Sponsors; (b) include the Submission in a searchable format accessible by users of the Sponsors' websites, mobile applications, newspapers and other online services; (c) place advertisements in close proximity to such Submission; (d) incorporate the Submission into advertisements; and (e) use contestant's name, likeness and any other information in connection with the Contest and Sponsors' use of the Submission. Contestant waives all moral rights with respect to any Submission submitted in connection with the Contest. Contestant also grants Sponsors the right to use any material, information, ideas, concepts, know-how or techniques contained in the Submission for any purpose whatsoever, including but not limited to, commercial purposes, and developing, manufacturing and marketing commercial products using such information. All rights in this section are granted without the need for additional compensation of any sort by Sponsors to contestant. Contestant otherwise will retain all rights in the Submission.

If Sponsors determine, in their sole discretion and at any time during the Contest, that any Submission violates the Submission Requirements, is otherwise unsuitable, offensive, or in poor taste, or violates these Official Rules, Sponsors reserves the right to remove and disqualify the Submission. Sponsors retain sole discretion as to whether any Submission satisfies the Submission Requirements and the Official Rules.

WINNER SELECTION: After the close of the Contest Period, a panel of judges selected by Sponsors will select one grand prize winner from among eligible entries based on creativity, components of the ad messaging, cross platform utility, and originality. If there is a tie for the grand prize, the judges will re-judge the tied entries to break the tie. Decisions of Sponsors are final on all matters.

WINNER NOTIFICATION AND RELEASES: Shortly after the selection date, Sponsors will attempt to notify potential winner via telephone or email. If the potential winner: (a) does not respond within 72 hours of initial notification attempt, (b) is not in compliance with these Official Rules, (c) does not meet the eligibility requirements, (d) declines the prize, or (e) does not sign and return required documents or provide required identification by deadlines established by Sponsors, he or she will be disqualified and an alternate winner may be selected, time permitting, by applying the criteria set forth above. Potential winner may be required, in Sponsors' sole discretion, to complete and return an Affidavit of Eligibility & Liability/Publicity Release (TN residents need not sign Publicity Release) and an assignment of rights in their Submission and to provide a scan or photo of legal ID. before claiming the prize. All forms must be postmarked within 10 days of the date on notification materials if return is requested via mail or forms must be completed before receipt of the prize if prize is picked up in person.

PRIZE: There is one grand prize. The grand prize is \$2,500. Prize will be awarded in the form of a check. Winner's Submission may also be published by the San Diego Union-Tribune in print, online, and in social media and featured on the FOX 5 San Diego Morning News and the Together San Diego segment with Luis Cruz. There is no value to any of the media features, and, if some or all do not occur for any reason, no alternate prize will be awarded. Prize consists of only those items specifically listed as part of the prize. Sponsors reserve the right to substitute the prize with prize of equal or greater value in their sole discretion. No substitution or transfer/assignment of prize by winner is permitted. Properly claimed prize will be awarded provided a sufficient number of eligible entries are received, but under no circumstances will more than the advertised number of prizes be awarded. Federal, state, and local taxes on prize, if any, and any other costs, fees and expenses not listed above as specifically included as part of the prize are the sole responsibility of winner. An IRS form 1099 and other tax-related forms and documents may be issued by Sponsors if required by law.

PUBLICITY AND MARKETING: Submission of an entry in the Contest constitutes permission to the Sponsors to use contestant's name, likeness, photograph, voice, opinions, and/or hometown and state, and any portion thereof for purposes of advertising and trade, in any medium in connection with the Contest, without further notice, approval, or compensation, unless prohibited by law.

LIABILITY RELEASE & INDEMNIFICATION: By entering this Contest, contestants agree to release, discharge and hold harmless Sponsors, Sponsor Affiliates, Facebook, Instagram,

LinkedIn, Twitter, and their respective parents, affiliates, and subsidiaries and all of their directors, officers, employees, agents and assigns (the “Released Parties”) from any claims, losses, and damages arising out of, or relating to, contestant’s participation in this Contest or any Contest-related activities and the acceptance and use, misuse, or possession of the prize awarded hereunder (including, without limitation, any misrepresentation made by the contestant in connection with the Contest; any non-compliance by the contestant with these Official Rules; claims brought by persons or entities other than the parties to these Official Rules arising from or related to the contestant’s involvement with the Contest; acceptance, possession, misuse or use of the prize or participation in any Contest-related activity or participation in this Contest; any malfunction, error or other problem arising in connection with the collection, processing, or retention of entry information; or any typographical or other error in the printing, offering or announcement of the prize or winner).

OTHER TERMS: Released Parties are not responsible for any typographical or other error in the printing, the offering, or the announcement of the prize or in the administration of the Contest, whether caused by computer, technical, or human error. Released Parties are not responsible for late, lost, damaged, incomplete, illegible, faulty, or incorrect transmissions, incorrect announcements of any kind, technical hardware or software failures of any kind, any damage to any person’s computer related to or resulting from participating in the online portion of the promotion, lost or unavailable network connections, or failed, incomplete, garbled, or delayed computer transmission that may limit a user’s ability to participate in the Contest whether caused by computer, technical, or human error. Sponsors reserve the right to terminate or modify the Contest or any portion of it for any reason, including but not limited to, if fraud, misconduct, or a technical failure destroys the integrity of the Contest; or if a computer virus, bug, wireless failure, or other technical problem corrupts the administration, security, or proper administration of the Contest as determined by Sponsors, in their sole discretion. If Sponsors terminate the Contest, Sponsors will determine the winner by applying the criteria set forth above to all eligible, non-suspect entries received as of the termination date, provided they are able to do so, or in such other manner as Sponsors, in their sole discretion, deems fair and appropriate under the circumstances. Sponsors will post notice of their action on the Contest website. Sponsors also reserve the right, in their sole discretion, to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes. Sponsors reserve the right to disqualify any individual from further participation in the Contest if Sponsors conclude, in their sole discretion, that such person: (a) has attempted to tamper with the entry process or other operation of the Contest; (b) has failed to comply with or has attempted to circumvent these Official Rules; (c) has committed fraud or attempted to undermine the legitimate operation of the Contest; or (d) has acted toward any Sponsor, any Sponsor Affiliates, or any other contestant in an unfair, inequitable, annoying, threatening, disrupting, or harassing manner. If a dispute arises regarding compliance with these Official Rules, Sponsors may consider, in their sole discretion, data reasonably available to Sponsors through information technology systems in Sponsors’ control, but Sponsors will not be obligated to consider any data or other information collected from any other source. Any failure by Sponsors to enforce any of these Official Rules will not constitute a waiver of such Official Rules. If there is a conflict between any term of the Official Rules and any marketing or entry materials used in connection with the Contest, the terms of these Official Rules will govern.

GOVERNING LAW & JURISDICTION: EXCEPT WHERE PROHIBITED, CONTESTANTS AGREE THAT ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS CONTEST OR PRIZE AWARDED WILL BE RESOLVED INDIVIDUALLY WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS WILL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED BY CONTESTANT WITH REGARD TO THIS CONTEST, BUT IN NO EVENT ATTORNEYS' FEES, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of contestants and Sponsors in connection with the Contest will be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions (whether of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than California. The state and federal courts located in San Diego County, California will be the exclusive forum for any dispute relating to these Official Rules and/or this Contest. All participants and winner agree, by their participation in the Contest, to submit to the personal jurisdiction of the state and federal courts in San Diego County, California and waive the right to contest jurisdiction.

SEVERABILITY: If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

WINNER'S NAME: For the winner's name, available after the close of the Contest Period, send a self-addressed, stamped envelope to: Stop the Spread Contest Winner's Name, San Diego Union-Tribune, 600 B Street, Ste. 1201, San Diego, CA 92101 to be received by 60 days after the close of the Contest Period.

SPONSORS: The San Diego Union-Tribune, LLC, 600 B Street, Ste. 1201, San Diego, CA 92101; KSWB-TV, 7191 Engineer Road, San Diego, CA 92111; [other as noted].

This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram, LinkedIn, or Twitter.

Stop the Spread Contest
ABBREVIATED RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS PROMOTION. Contest runs from 07/12/2020 at 12 am PT to 8/16/20 at 11:59 pm PT. Open to legal residents of 50 US & DC who are 14+. Void where prohibited. To enter, visit

<https://www.sandiegouniontribune.com/stophespread>

click on "Contest" tab & complete entry form with PSA ad on stopping the spread in print, video, and/or digital format. Limit 1 entry per person. 1 Grand Prize: \$2,500. Full rules on contest website. Sponsors: The San Diego Union-Tribune, LLC, 600 B St., Ste. 1201, San Diego, CA 92101; KSWB-TV, 7191 Engineer Rd, San Diego, CA 92111; [other sponsor as noted].

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