

## NISSAN NO-HITTER

### OFFICIAL RULES

***NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCE OF WINNING.***

#### 1. HOW TO ENTER

- a. These rules govern the Nissan No-Hitter promotion (the "Promotion") being conducted by Good Karma Broadcasting, dba ESPN Chicago, 190 N State St Suite 700, Chicago, IL 60601 ("GKB") beginning on Thursday, April 15th, 2021 at 12am central time and ending on Sunday, October 3<sup>rd</sup>, 2021 at 11:59pm central time. The contest is over once one prize is awarded should the Chicago White Sox throw a no-hitter.
- b. To participate in the Promotion, you may enter via the following method(s): Visit [nissannahitter.com](http://nissannahitter.com) and complete the online entry form during the Promotion Period and confirm eligibility requirements.
  - i. To participate in the Promotion, you may log onto [www.nissannahitter.com](http://www.nissannahitter.com) and follow the links and instructions to enter the Promotion and submit your first and last name, complete address, city, state, zip code, telephone number, date of birth, and a valid email address in the online entry form. Only one internet entry per nominee and one (1) internet entry per email address is permitted. One (1) entrant ("Qualifier") will be selected at random among all eligible entrants for each game of the White Sox 2021 season that is scheduled for nine innings. If there is a no-hitter thrown by White Sox pitching in the game, the eligible Qualifier who was drawn for that game wins a new Nissan vehicle. The no-hitter can be thrown by one pitcher or multiple pitchers can combine for the no-hitter. The game must last at least 9 innings and has to be a no-hitter for the entire game. 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 an email address or the domain associated with the submitted email address. Multiple participants 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 GKB. GKB's computer is the official time keeping device for the Promotion. GKB is not responsible for entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties or other technological problems. Each entrant must agree to GKB's online submission release in order to submit his or her entry.

- ii. In order to qualify for prize reimbursement, the Chicago White Sox must pitch a complete game (nine [9] innings or more) without allowing an officially scored base hit.
  - iii. The no-hitter must occur during an official game (Promotion Date) specified on these rules. Unless noted otherwise, in the case of multiple games on the same date, only the statistics of the first game will be eligible for prize reimbursement.
  - iv. If a game is suspended or cancelled for any reason, the rules of MLB will apply to the continuation or rescheduling and the final official box score will be determinate of a winner. The qualifier for a suspended or cancelled game will be assigned to the make-up date, provided that the rescheduled game is a full nine-inning game. If a suspended or cancelled game is rescheduled as a double header, the qualifier selected for the original game will be assigned a new game, provided that if there are no remaining nine inning games to be played during the 2021 season, the qualifier will not be assigned to a new game. In addition, if any suspended or cancelled game is not rescheduled for any reason or is suspended again, the qualifier will not be assigned to another game.
  - v. The box score submitted for this promotion is subject to the official scoring rules of baseball as adopted by MLB.
  - vi. The official scorer is not permitted to make a scoring decision that is in conflict with the official scoring rules.
- c. Only one (1) internet entry per fan is permitted for 2021 season. Your name can be selected at any point during the season.

## 2. ELIGIBILITY RESTRICTIONS

- a. The Promotion is open to all persons who are 18 or older and who reside in Illinois or Indiana and have a valid driver's license. Employees of GKB, its subsidiary and affiliated entities, GKB's advertising and promotional agencies, its participating sponsors, and the members of their immediate families (spouse, parents, siblings, or children) and/or households (whether related or not) are ineligible to participate or win. Current or former employees, family members, agents, successors, or assignees of the client or any promotional agency involved with this promotion shall be INELIGIBLE to participate. This Promotion is subject to all applicable federal, state and local laws and regulations and is void where prohibited.
- b. Listeners are eligible to win a prize in a Promotion conducted by GKB only once every seven (7) days and only once every thirty (30) days if the prize is valued over \$600. Only one (1) winner per household is permitted in any GKB promotion.

- c. The winner must provide valid driver's license, and provide his or her complete address, date of birth and phone number to claim a prize..
- d. Entrants are required to provide truthful information and GKB will reject and delete any entry that it discovers to be false or fraudulent. GKB will disqualify any entry from individuals who do not meet the eligibility requirements.

### 3. PRIZES

- a. One (1) Grand prize may be awarded in this Promotion. Prize consists of the following:

(1) new Nissan vehicle, including title, and sales tax. The Approximate Retail Value ("ARV") of the prize is \$37,000. Sponsor will determine, at its sole discretion, all features of the prize vehicle including but not limited to model, trim, color of exterior and interior, model year, and all other features or upgrades/overages will be allowed only if permitted by the delivery dealer and paid for by the winner. **Winners is responsible for all applicable taxes associated with the prize, including, but not limited to, federal, state, or local income taxes**, and all other fees and expenses not specified herein associated with the receipt and use of the Prize. GKB accepts no responsibility for repairing any real or supposed damage to any prize.

- b. Vehicle will be provided by Sponsor from a Chicagoland and Northwest Indiana Nissan dealer. The winner will forfeit any prize or prize certificate not claimed within ten (10) days of winning. GKB is not responsible for the safe arrival of a prize or prize certificate.
- c. There is no substitution, transfer or cash equivalent for prizes, except that Sponsor may, at its sole discretion, substitute prizes or cash of comparable value. The prizes are expressly limited to the item(s) listed above and unless otherwise expressly specified, do not include taxes, gratuities or any other expenses. Other restrictions may apply.

### 4. WINNER SELECTION AND NOTIFICATION

- a. Decisions of GKB management with respect to the Promotion are final.
- b. Qualifier for an eligible game will be notified by email on or prior to the date of the eligible game and their name will be announced on-air during their designated game on ESPN 1000.
- c. Odds of winning a Prize depends upon the White Sox throwing a no-hitter during the 2021 season. In the event there is a winner, winner will be contacted within three (3) business days.

- d. Grand Prize winners must listen to ESPN 1000 to win.
- e. The winner must execute and return any required affidavit of eligibility and/or liability/publicity release within ten (10) days of winning or prize will be forfeited and an alternate winner may be selected by the same method as above. If a potential winner cannot be contacted, fails to sign and return the required affidavit of eligibility and/or liability/publicity release within the required time period, or if a prize or prize notification is returned as undeliverable, the potential winner forfeits the prize.

## 5. CONDITIONS

- a. Payments of all federal, state and local taxes are solely the responsibility of the winner. The winner will be required to complete and submit an IRS Form W-9 with the winner's full Social Security Number or the equivalent for receipt of any prize valued at \$600 or more or for any prizes awarded by GKB in a calendar year with an aggregate value of \$600 or more. Failure to submit a complete W-9 or equivalent will result in forfeiture of the prize. Such winnings of \$600 or more will be reported to the IRS.
- b. By participating in the Promotion, the winner agrees to have the winner's name, voice and likeness used by GKB and Sponsor in any advertising or broadcasting material relating to the Promotion without additional financial or other compensation, and, where legal, to sign a publicity release confirming such consent prior to acceptance of the prize.
- c. By participating in this Promotion, entrants and winner agree to release and hold harmless Sponsor, its affiliates and each of their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors, from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in the Promotion, or possession, acceptance and/or use or misuse of prize or participation in any Promotion-related activity and for any claims based on publicity rights, defamation or invasion of privacy and prize delivery.
- d. Prior to awarding any prize(s) or prize certificate(s), GKB, in its sole discretion, may require Promotion winner(s) (and any travel companion(s) or guest(s)) to sign a liability release, agreeing to release and hold harmless GKB, Sponsor, their respective subsidiary and affiliated entities, their respective officers, shareholders, directors, employees, agents and representatives and all of their successors and assigns from and against any and all claims, liability, or damages of any kind, including death, to persons or property, arising directly or indirectly from the prize or participation in the Promotion.
- e. If for any reason this Promotion cannot be executed as planned, including, but not limited to, as a result of infection by computer virus, tampering, unauthorized

intervention, fraud, technical failures, or any other causes beyond the control of GKB that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Promotion, or if the Promotion is compromised or becomes technically corrupted in any way, electronically or otherwise, the Station reserves the right to cancel, terminate, suspend, or modify the Promotion. If the Promotion is terminated before the original end date, GKB reserves the right to select the winner(s) by random drawing from among all eligible non-suspect entries received as of the termination time/date or otherwise modify the procedure for selecting winner(s).

- f. GKB, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of GKB's website. Failure to comply with the rules of the Promotion may result in a contestant's disqualification and/or forfeiture of any prize or prizes. If GKB makes a good faith determination that an entrant has cheated or committed fraudulent activity in connection with a Promotion, GKB reserves the right to disqualify that entrant from entering and/or winning future Promotions and to prosecute and seek damages to the fullest extent permitted by law.
- g. GKB reserves the right to make changes in the rules of the Promotion, including, without limitation, the substitution of a prize of equivalent value, which will become effective upon announcement. If due to circumstances beyond the control of GKB, any competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, GKB reserves the right, but not the obligation, to cancel, terminate, suspend, or modify the Promotion and shall not be required to award a substitute prize.
- h. Investigation: Upon receipt of Proof of Claim, Odds On Promotions (OOP) may conduct a reasonable investigation including but not limited to requiring the client to produce Promotion Officials, the Winner, and/or Official Scorekeeper for polygraph examination as a condition to payment of the claim if, in the sole opinion of OOP such an examination is warranted by the facts.
- i. GKB is not responsible for typographical or other errors in the printing, the offering or the administration of the Promotion or in the announcement of a prize.
- j. For a copy of these Official Rules, send a self-addressed stamped envelope for receipt by Sunday, October 3<sup>rd</sup>, 2021 to "Nissan No-Hitter – Official Rules," Attn: Promotions, GKB 190 N State Street Suite 700, Chicago, IL 60601. For the names of the prize winners send a self-addressed stamped envelope for receipt by Thursday, December 2<sup>nd</sup>, 2021 to the above address marked "Nissan No-Hitter – Winner List." The Official Rules and the Winner List (when completed) shall also be available during regular business hours at the main offices of GKB and may be posted online at [honorariespy.com](http://honorariespy.com).

## 6. PRIVACY

- a. By use of GKB's website or by entering the Promotion through GKB's website, you agree to the website's Terms of Use Agreement located at <https://goodkarmabrands.com/terms-of-use/> and to the use of your personal information as described in the Privacy Policy located at <https://goodkarmabrands.com/privacy-policy/>. Please review the Sponsor's privacy policy. By participating in the Sweepstakes, Winner hereby agrees to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

Administrator: Good Karma Broadcasting, LLC dba ESPN Chicago, 190 N State St Suite 700, Chicago, IL 60601

Sponsor: Nissan North America, Inc.