

Nevada Beef Council
General Contest Rules

These rules apply to all contests conducted by the Nevada Beef Council (NBC).

Who Can Enter

1. Must be legal residents of the State of Nevada, 18 years of age or older on the date of entry. NBC reserves the right to examine identification and may reasonably choose to accept or deny awarding the prize based on the identification presented.
2. Employees (including, without limitation, part-time or temporary employees) of the NBC, Nevada Beef Council voting members and alternates, and contest sponsors, their respective parent entities, subsidiaries, affiliated companies and advertising and promotion agencies and the immediate family (i.e., current and ex-spouses, parents, grandparents, children, grandchildren, and siblings and in-laws and steps in any of the foregoing categories) and other household members (i.e., roommates, housemates, significant others, and partners of each legally residing at the same address) of each are NOT eligible.

Entry/Winning

3. NO PURCHASE NECESSARY OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN NBC CONTESTS.
4. All entries become the property of the NBC and will not be acknowledged or returned. Entries received that are mutilated, tampered with, illegible, incomplete or from ineligible entrants may be disqualified in the NBC's sole discretion. Entries that are determined to be fraudulent will be void, and the person making such an entry or suspected of fraud or tampering with any contest may be barred from further participation in that contest and, in NBC's sole discretion on a case by case basis, banned from any future participation in any NBC contest.
5. The NBC may run more than one contest simultaneously, but entries may be solicited through different avenues (i.e., radio or television station website or social media page, NBC website, on-site enter-to-win, or other method).
 - a. For internet based contest entries (whether via email, social networks, or online submissions):
 - i. Entrants will be asked to go to a particular website, social networking page, or an alternative website that can be accessed directly or as a link through www.calbeef.org to enter a contest or sweepstakes. One or more of the following modes of entry may be included: (a) answering survey questions, (b) correctly answering trivia questions, (c) submitting essays, photos, video or audio, (d) "clicking" a link or taking similar action with respect to a NBC social networking page in order to access an entry form or to be automatically entered in a contest, or (e) simply completing entry forms with contact information.
 - ii. When entry requires membership to, or registration with, a third party social network (e.g., Facebook or Twitter) (such person "Users"): In the event of a dispute regarding the identity of a User, a person who can demonstrate the ability to log into the applicable account with the correct user name and password will be deemed the User who submitted the entry. Users acknowledge that the third party social network sites ("Social Network Sites") are not affiliated with the NBC and, therefore, the NBC cannot control certain factors relating to such sites, including, without limitation, errors, cancellation of User accounts or technical malfunctions associated with any Social Network Site that

may affect any entrant's ability to enter, win, view, be advised of, be eligible for or be properly considered in a particular NBC contest. Contest entry via Social Network Sites may be by one of the following means: (i) User may be required to visit the NBC website to enter; (ii) User may be required to post a comment, post a photo, respond to a question or survey, or take other action to be entered; or (iii) other means of entry as announced by the NBC. By entering NBC contests via a third party social network site, you are authorizing the NBC to access, utilize and/or pre-load applicable portions of your social network site information (i.e. Facebook profile) into the entry form (although clicking on a separate button may be required to access this function, for example clicking on a "Facebook Login" button). The NBC reserves the right, at any time and for any reason or for no reason, to disassociate any person from its social media network page/following by any means then technically available to it (for example, "blocking" someone from liking the NBC's Facebook page). **Social networking site operators (including, without limitation, Facebook) are in no way a sponsor, endorser or administrator of NBC contests and are not affiliated with the NBC or its contests in any manner. Entry information provided in NBC contests through social networking sites is being provided to the NBC, not the associated social networking site operator (for example, Facebook).**

- b. Photo Contests: For contests requiring that entrants submit photographs (via email, text message, mail, fax, online upload, social networking site posts or other mode announced), the following provisions will apply:
- i. Electronic submissions of entry photos may be submitted in the following format: .jpg. Posts to third party sites (like social networking sites) will be accepted only in the formats accepted by such third party.
 - ii. All entrants who submit a photo agree to the following (and the NBC may [but is not obligated to] require, as a condition of entry, that entrants sign a separate agreement or, with respect to online entries, affirmatively check a box or an "I agree" button agreeing to some or all of the provisions set forth in this Section and/or other requirements):
 1. Entrant represents and warrants that he/she owns the rights to, or has obtained permission to use, the photo submitted.
 2. Entrant represents and warrants that he/she authorizes the NBC to post the photo on the NBC's website or social networking sites.
 3. Entrant agrees and acknowledges that the NBC and contest sponsors and their respective affiliates, parents, employees, agents and all other related sponsors may use for advertising and/or promotional purposes, entrant's name, image, photo submission, other entry materials and/or biographical information on radio, TV broadcasts, newspaper advertisements, on websites and/or any other medium in connection with participation in this contest or otherwise without the payment of any additional compensation to you.
 4. Entrant understands and agrees that the NBC shall be the sole and exclusive owner of the photograph submitted and agrees to sign any documents requested by the NBC to evidence such transfer of ownership.

- iii. NBC staff may review each photograph for unsuitable content, as determined in the NBC's sole discretion. All photographs containing content the NBC deems unsuitable shall be disqualified or edited in the sole discretion of the NBC. No notification of such disqualification or editing will be provided. DO NOT SEND ANY PHOTO CONTAINING NUDITY, INDECENCY, ILLEGAL DRUG USE, ILLEGAL ACTIVITIES, OR OBSCENE GESTURES OR SITUATIONS. All of the foregoing may result in disqualification and/or editing and are not intended to limit in any way the NBC's right to deem anything else unsuitable content.
 - iv. In the event that the NBC solicits for photos to be posted by entrants directly on third party social networking sites (for example, Facebook), the fact that such photo is posted does not mean that such photo has been accepted by the NBC as an eligible entry into any contest. The NBC shall be the sole determiner as to whether a posted photo satisfied its entry criteria or not. The NBC reserves the right (but not the obligation) to remove or un-tag (or take similar action) any photo posted on its social networking site for any reason or no reason.
 - v. No more than one (1) photograph may be attached to any entry.
 - vi. Winners will be selected based on the criteria announced by the NBC with respect to each contest, which may include, without limitation, random drawing or the photograph that the NBC deems is "best" (based on any lawful criteria the NBC deems desirable, in its sole discretion).
6. For contests requiring notification to entrants, qualifiers, finalists or winners, if the NBC did not have actual contact (in person or telephonic or by email) in which the necessary information was communicated, then the NBC will only be required to leave one telephone message, send one text or send one email to the number or email address provided in the entry form or provided at the time that the NBC collected the winner's information (by phone, electronically or in person). If no answer or answering machine is reached, the NBC will not be obligated to attempt any further contact. For social network contests, the NBC may elect to only contact the winner via the social network account (or, in the alternative, using any other contact information provided to the NBC in connection with the entry). If the entry provided a telephone number or email address, the NBC may contact the winner via phone or email. However, the NBC reserves the right, in its sole discretion, to attempt to contact any qualifier/entrant/finalist/winner more than once and shall not be required to attempt to contact all qualifiers/entrants/finalists/winners an equal number of times or in the same communication manner. If no telephone number or email address was provided and the NBC has an address, the NBC may elect to send on written notification letter by first class mail, time permitting.
7. Contestants may not violate any federal, state or local laws and may not harm or endanger themselves or other persons or property in connection with a contest. If the NBC deems that a contestant, participant or any winner may have created a public hazard, cheated, engaged in improper or illegal activity, caused interference with or destruction of property and/or utilized public safety resources, such contestant/winner may be disqualified in NBC's sole discretion.
8. The NBC reserves the right to (but not obligation to) post some or all entry information and/or materials on the NBC's website or social networking sites, in whole or in an edited form (in NBC's discretion), as a "featured" entry. Having your entry posted and/or "featured" does NOT mean that the entrant has won or is likely to win in that contest. The decision to post or "feature" any such entries is for entertainment purposes only and is not part of the winner selection process in the contest.

Prize(s)

9. Notwithstanding anything to the contrary herein, no person will be entitled to receive any prize until after their eligibility has been confirmed or accepted by the NBC and all required paperwork (including, without limitation, liability release agreements) have been completed by the pending winner within the required deadlines.
10. Prizes not claimed within thirty (30) business days of being advised by the NBC that the prize is available for pick-up, shipping (valid street address for shipping is required to be supplied by person receiving the prize), or in the case of a time sensitive prize, within its period of usability if shorter than 30 days, shall be considered forfeited (without notice to the winner) and will become property of the NBC. Such a prize may be disposed of at the discretion of the NBC.
11. Prizes will be released to winners only. Winners may be required to present a valid United States state or federal photo ID and valid social security number in order to pick up any prize. Winners may be required, in NBC's sole discretion, to sign one or more liability release agreements relieving the NBC, its council members, officers, directors, managers, employees, agents, contest sponsors and others from any and all liability with respect to the contestant's participation in the contest and the receipt and/or use of the prize. Any person who refuses to sign the release and/or provide a social security number or complete or provide any other documents required by the NBC by the deadline required by NBC will forfeit any and all prizes.
12. Winners are responsible for paying all applicable local, county, state and federal taxes on prizes based on the estimated retail value of the prize, as set forth in the contest rules, and may be issued an IRS 1099 form for all prizes won from the NBC where the aggregate value of all prizes is \$600 or more in any calendar year.
13. Specific restrictions regarding awarded prizes will be provided, if applicable, to the winner. Unless restrictions delivered to a specific winner differ from the following, the following will apply generally to prizes awarded in NBC contests:
 - a. With respect to event tickets and/or events of any kind, NBC and sponsors are not responsible for replacing or reimbursing winners with any form of compensation for events that are cancelled, rescheduled or delayed. All cancellations are deemed beyond the control of the NBC and contest sponsors. This includes, but is not limited to, event cancellations, trip schedule changes, delays of any form or duration, as well as delays or cancellations due to acts of nature, terrorism (including threats), illness or war. Additionally, the NBC is not responsible for any work stoppage, bankruptcy or other condition beyond the NBC's control that may affect the NBC's ability to provide any of the prizes. The NBC is not responsible for any expenses incurred by contest winners as a result of such cancellations, delays or other circumstances beyond the NBC's control.
 - b. Any prize that is awarded in the form of a gift certificate may have an expiration date and use of such certificate may be based on availability and include black-out periods, restrictions or excluded items (for example, tax, tips, alcoholic beverages, or goods from a particular manufacturer). Gift certificates are only redeemable at the locations for which they are specified.
14. Odds of winning depend on how the contest is conducted. For random drawings, the odds of winning will depend upon number of entries received. For contests in which winners are qualified for a grand prize drawing, odds will depend on the total number of qualifiers qualified for a grand prize drawing.
15. In the event that any winner, qualifier or finalist is disqualified in a contest for any reason permitted by the applicable contest rules at any point in time (before or after a winner is determined), the NBC shall NOT be obligated to select an alternative winner/qualifier/finalist and may instead elect to retain any associated prize(s) as its own property and/or dispose of any such prize(s) in any way it sees fit outside of (or within) the scope of the contest. In the event

that any entrant or entry is disqualified or any prize is forfeited in accordance with the applicable contest rules, station and sponsors have no obligation whatsoever to notify any such entrant of any such disqualification or forfeiture.

16. Inquiries by contestants or potential contestants to any employee of the NBC (whether in person, by email, or by telephone) regarding the status of their entry or questions about a contest may or may not be responded to and NBC is not obligated to respond or to treat all inquiries identically (even if the question is identical). Time considerations and/or volume, among other things, may impact the NBC's desire or ability to respond to such inquiries from time to time. Notwithstanding anything communicated by any NBC employee in connection with any such inquiry, such information shall not be binding on the NBC (the sole determining information related to this contest is as set forth in the applicable contest rules) and shall not be deemed to be providing any type of improper assistance or advantage to any particular contestant over another. Any attempt by the NBC to respond to an inquiry will be in the context of providing good customer service only and, in some instances, to address technical issues/problems.
17. NBC executive and management shall be the sole arbiters in all matters relating to the contest and in the interpretation of contest rules. Their decisions shall be final. Entry into the contests constitutes agreement by contestants to abide by these rules, as well as any other rules established by the NBC.
18. **By participating in a NBC contest, entrants hereby agree and each entrant hereby remises, releases and forever discharges and agrees to indemnify and hold harmless the NBC, its affiliates, assigns, successors, employees, board members, sponsors, agents and all others connected with them and the promotion, contest, and/or event from any and all liability, claims, actions, and damages sustained or incurred by participation in the said promotion, contest, and/or event and the receipt and use of any prize(s) awarded (if any) through such promotion, contest, and/or event arising in any manner whatsoever, including but not limited to an act or omission, whether negligent, intentional or otherwise caused by the NBC, its affiliate, assigns, successors, employees, board members, sponsors, agents and all others connected with them and the promotion, contest, and/or event. In the event that the associated contest is administered by the NBC (in whole or in part) via a Facebook page, entrants understand and agree that the foregoing liability release and indemnification in this Section shall also include the release and indemnification of Facebook by entrant in the same manner in which NBC is released and indemnified.**
19. By participating in a NBC contest, entrants hereby consent to the NBC and contest sponsors' usage of any one or more of the following for advertising and promotional purposes in any medium whatsoever without payment of any additional consideration: contestant's name; voice; likeness; biographical information; his/her participation in the contest; and the substance of the contest's entry form, photos, essays or any other contest submissions. By entering or participating in any NBC contest, entrants understand and agree that the NBC may take photographs and/or video or audiotape any entrants participation, appearance and/or performance in connection with any NBC contest (before, during or after the contest) and that NBC will own any such photos, audio and/or video and shall be free to utilize such materials in any way it sees fit during or after the contest with no compensation to the entrants, including without limitation posting any such photographs, audio and/or videos on its website or social media properties.
20. The NBC and its sponsors are not responsible for any technical difficulties, technical malfunctions or errors (whether technical or typographical) experienced due to overload, internet availability, loss of service, electronic problems, interrupted or unavailable satellite

network, server, Internet Service Provider (ISP), website (including, without limitation, third party websites and social networking sites), telephone or other connections, availability or accessibility, or miscommunications, or failed computer, satellite, telephone or cable transmissions, or lines, or technical failure or jumbled, garbled, corrupted, scrambled, delayed or misdirected transmissions, or computer hardware or software or telephone malfunctions, failures, or technical errors or difficulties, any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or tampering with or hacking of any of the websites, computer virus, bug, complications or server performance suspected to be caused by automated entry, voting or web traffic, or other errors or corruptions of any kind whether human, mechanical, electronic or network or the incorrect or inaccurate capture of information or the failure to capture or loss of, any such information or any other factor that may prevent an individual from completing or NBC from receiving (accurately or otherwise) a phone call, an email, accessing any website (including the NBC or any third party website), or for any problem associated with the NBC website or voting website or software, internet, telephone connections, servers, routers, or any other technical problem that may impact entry, participation, voting or prize claim in any way, regardless of the cause including, without limitation, any injury or damage to any person's computer, equipment, property, software or network related to or resulting from participating in a NBC contest or visiting its website(s) (whether as an entrant, visitor or voter). NBC and its sponsors assume no responsibility for any incorrect or inaccurate information, whether caused by website users, or by any equipment or programming associated with or utilized in a NBC contest. NBC is not responsible for any printing errors or typographical errors. **If, for any reason, in the sole opinion of the NBC, any contest is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, hacking, unauthorized intervention, fraud, technical failures, technical slow-downs, or any other causes, whether discovered or suspected by the NBC, which, in sole opinion of the NBC, does or could corrupt or affect the administration, security, fairness, integrity or proper conduct of a contest, the NBC reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the affected contests and/or the voting portion of any contests with or without selecting qualifiers, finalists or winners, and/or provide alternative means of entry or voting or any other changes to these contest rules that the NBC deems appropriate under the circumstances in the event of termination, suspension or modification of a contest, a notice will be posted online.**

21. NBC contests are subject to all applicable laws and regulations and are void where prohibited.
22. The NBC reserves the right to: (i) terminate or declare any contest null and void and rescind any prize, if in its sole judgment, the rules or integrity of the contest have been violated or compromised in any way, intentionally or unintentionally by any person whether or not a participant in the contest; (ii) alter or amend these contest rules at any time; and (iii) stop or conclude the contest at any time without prior notice.
23. **These are general contest rules, and rules for individual contests may vary. To the extent that any specific contest rules differ from these rules, the specific contest rules will govern and control.**