

## **Rural Spirit Award Terms of Participation**

Nominations for the Rural Spirit Award ("Program") will be accepted starting Mid-August, 2019 through 11:59 pm CST on October 2nd, 2019 ("Nomination Period").

**ELIGIBILITY:** Nominees and nominators must be legal U.S. residents. Void where prohibited. Program is subject to all applicable federal, state and local laws. For the purpose of this Program, both nominators and nominees may be referred to separately and collectively as "participants." By participating, each participant agrees to abide by these Terms of Participation and decisions of Sponsor and judges, which shall be final and binding in all respects relating to this Program.

**HOW TO SUBMIT A NOMINATION:** During the Nomination Period, to participate, visit [ruralspiritawards.com](http://ruralspiritawards.com) and follow the directions provided to submit the Nomination form in its entirety in accordance with the instructions provided in one of the categories listed (each, a "Category") ("Nomination"). An individual may nominate themselves. There is no limit on the number of nominations you can submit; however, each Nomination must be different from any other Nomination submitted by you, as determined by Sponsor in its sole discretion. All Nominations become the sole property of the Sponsor.

**NOMINATION RESTRICTIONS:** Nomination must be true and verifiable and the original work product of the nominator.

By submitting a Nomination, nominator represents and warrants that the Nomination conforms to these Terms of Participation and understands that Sponsor, in its sole discretion, may disqualify the Nomination for any reason.

**PUBLICITY GRANT/USE OF ENTRIES:** By submitting a Nomination, participants hereby grant to Sponsor and its designees, successors, licensees and assigns a nonexclusive license to reproduce, distribute, display, perform, create derivative works based upon, or otherwise exploit the Nomination and all elements embodied therein, in whole or in part, including, without limitation, their names, cities and states of residence and likenesses, in any manner, in any and all media, now known or hereafter devised, throughout the world in perpetuity, for advertising, promotional and other purposes, without further compensation, notification or permission. Participants agree that Released Parties (as defined below) are not responsible for any unauthorized use of Nominations by third parties. Sponsor has no obligation to make use of the rights granted herein.

**JUDGING:** Nominations in each Category will be reviewed by Sponsor to determine the "Award Recipient(s)" for that Category. Sponsor reserves the right not provide all awards if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Nominations. All decisions of the Sponsor and judges are final and binding.

**AWARD RECIPIENT NOTIFICATION:** Potential Award Recipients will be notified by telephone, mail and/or email and will be required to execute and return an Affidavit of Eligibility, and a Liability and, unless prohibited, Publicity Release within seven (7) days of date of issuance. If a potential Award Recipient does not respond to the initial

notification within the time period stated, all required documents are not returned within the specified time period, an award notification is returned as undeliverable, or a potential Award Recipient is not in compliance with these terms, award will be forfeited and, at Sponsor's discretion, a runner-up may be selected for the Category at issue. Award Recipients will be deemed the Nominee and not the nominator.

**AWARDS (3) (ONE (1) PER CATEGORY):** Award Recipients will have the opportunity to direct a donation of \$2,000 to a charity of Award Recipient's choice (to be approved by Sponsor). This award has no value to the Award Recipient. Awards cannot be redeemed for cash. Recipients may not substitute, assign or transfer an award, but Sponsor reserves the right, at its sole discretion, to substitute an award of comparable or greater value. All award details are at Sponsor's sole discretion. Limit one (1) award per person.

**RELEASE OF LIABILITY:** By participating, each participant agrees to release, indemnify, discharge and hold harmless Sponsor, its parent, affiliates, subsidiaries, and advertising and promotion agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the foregoing (collectively, "Released Parties") from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from participant's participation in the Program or any Program-related activity, the acceptance of the award and/or Sponsor's use of the rights granted herein.

**Sponsor:** Osborn & Barr, Communications, Inc. (OBP), 914 Spruce Street, 2<sup>nd</sup> Floor, St. Louis, MO 63102