

Fall Football Photo Contest

Effective September 1, 2011

ELIGIBILITY:

Participation constitutes full and unconditional agreement to, and acceptance of, these Official Contest Rules (the "Rules"). The Fall Football Photo Contest ("The Contest") is open to legal residents of the United States and the District of Columbia, residing in the United States or the District of Columbia, who are 18 years of age or older at the time of entering the Contest. Employees, officers, and directors of Wheatland Electric Cooperative, Inc., (WECI) its subsidiaries, their immediate family members and persons living in their same household, are not eligible to participate in the Contest. This Contest is offered in the U.S. only and shall only be construed and evaluated according to U.S. law. To obtain a printed copy of these Rules write to: Wheatland Electric Cooperative, Inc., Attn: Wheatland Broadband Contest Department, PO Box 230, Scott City, KS 67871.

GENERAL RULES OF CONTEST:

To enter the Contest, you must (a) submit one (1) photograph of a high school football game played in the state of Kansas, (see "How To Enter" below) (b) identify the game the picture was taken at and (c) provide your full name, address, at least one contact phone number and email address at the time of entry. The Contest begins on September 1, 2011 and ends on October 29, 2012. The selection criteria for determining the winning photograph are: the originality of the photo, photographic qualities (such as lighting and angle) and the overall "moment" captured in the photo. Using these criteria, select employees of WECI and kansasprepfootball.com (the "Panel") will select both the weekly winning photograph and an overall final winner (Grand Prize Winner) taken from the weekly winners. Determination of winners by the Panel will be final. Limit one photograph per person per weekly contest. By registering for the Fall Football Photo Contest, entrants also agree (i) to accept e-mail and direct mail marketing messages from Wheatland Broadband Services (WBS), a subsidiary of Wheatland Electric Cooperative, Inc. and its advertising affiliates and (ii) that such act constitutes an inquiry and/or application for purposes of applicable federal and state telemarketing laws and, therefore, we have the right to contact you by telephone for marketing purposes, notwithstanding that your telephone number may be listed on federal and/or state Do Not Call lists.

HOW TO ENTER:

You may enter the contest in one of three ways:

- 1. Online:** Go online to <http://www.wbsnet.org> ("WBS Website") and click on the Photo Contest link. Provide all requested information, including your full name, postal address, phone number, email address (where available) and identify the game the picture was taken at. Upload one (1) photograph from a Kansas state high school football game and email to photocontest@wbsnet.org. Submitted photographs may not be digitally, or otherwise, altered. Any winning photograph found to be altered will be disqualified. Entrant must be the owner of the photograph, or otherwise have the right to submit the photograph for consideration in the Contest. In the event that you do not (a) provide full registration information or (b) do not provide a valid photograph, then your entry will NOT be submitted and you will not be entered into the Contest. Weekly entries must be received by 11:59:59 p.m. CST on the Sunday immediately following the sports weekend. (For example, the first week of the contest begins on September 1, 2011 and covers the games played through Saturday, September 3, 2011. Week one submissions for the contest must be submitted by 11:59:59 CST on Sunday, September 3, 2011.) Weeks 2-9 will follow the same format with submissions for the final week (Week 9) due by 11:59:59 CST Sunday, October 30, 2011.
- 2. Online:** Go online to <http://www.facebook.com/pages/Wheatland-Broadband/165152456877339?ref=ts> ("WBS Facebook Page"). Click on the "like" button to like the WBS Facebook page. Then click on the share photo button at the top of the page. Upload one (1) photograph from a Kansas state high school football game and identify the game the picture was taken at. Submitted photographs may not be digitally, or otherwise, altered. Any winning photograph found to be altered will be disqualified. Entrant must be the owner of the photograph, or otherwise have the right to submit the photograph for consideration in the Contest. In the event that you do not (a) provide full registration information or (b) do not provide a valid photograph, then your entry will NOT be submitted and you will not be entered into the Contest. Weekly entries must be received by 11:59:59 p.m. CST on the Sunday immediately following the sports weekend. (For example, the first week of the contest begins on September 1, 2011 and covers the games played through Saturday, September 3, 2011. Week one submissions for the contest must be submitted by 11:59:59 CST on Sunday, September 3, 2011.) Weeks 2-9 will follow the same format with submissions for the final week (Week 9) due by 11:59:59 CST Sunday, October 30, 2011.
- 3. Online:** Go online to <http://www.kansasprepfootball.com> and click on the Photo Contest link. Provide all requested information, including your full name, postal address, phone number, email address (where available) and identify the game the picture was taken at. Upload one (1) photograph from a Kansas state high school football game and email to reba@kansasprepfootball.com. Submitted photographs may not be digitally, or otherwise, altered. Any winning photograph found to be altered will be disqualified. Entrant must be the owner of the photograph, or otherwise have the right to submit the photograph for consideration in the Contest. In the event that you do not (a) provide full registration information or (b) do not provide a valid photograph, then your entry will NOT be submitted and you will not be entered into the Contest. Weekly entries must be received by 11:59:59 p.m. CST on the Sunday immediately following the sports weekend. (For example, the first week of the contest begins on September 1, 2011 and covers the games played through Saturday, September 3, 2011. Week one submissions for the contest must be submitted by 11:59:59 CST on Sunday, September 3, 2011.) Weeks 2-9 will follow the same format with submissions for the final week (Week 9) due by 11:59:59 CST Sunday, October 30, 2011.

SELECTION OF WINNER:

The criteria for determining the winning photograph will be: the originality of the photo, photographic qualities (such as lighting and angle) and the overall "moment" captured in the photo. Using these criteria, select employees of WECI and kansasprepfootball.com (the "Panel") will select the weekly winning photograph. A grand prize winner will be selected from the 9 weekly winners by popular vote through the WBS Website. Voting will be made available through the WBS Website for a period of 2 weeks following the selection of the week 9 winner, October 31-November 14, 2011. Determination of winners by the Panel will be final.

Winners will be determined within 30 days after the end of the Contest; however, WBS reserves the right to take more or less time to determine the winner as it deems necessary in its sole discretion.

The winner will be selected by the Panel, and will be subject to approval by WBS pending confirmation of the winner's compliance with these Official Contest Rules. WBS's decisions are final on all matters relating to this Contest. The winner will be notified by phone, email and/or postal mail.

The winner will be required to sign an Affidavit of Eligibility/Liability and Publicity Release within 30 days of attempted notification. Failure to return these documents within the time specified or the return of the notification marked undeliverable will result in disqualification of the entry and selection of an alternate winner by the Panel.

LIMITED TIME ONLY:

The Contest period begins September 1, 2011 and ends November 14, 2012. Public voting for the grand prize winner will take place from October 31-November 14, 2011.

PRIZE DESCRIPTION:

The grand prize winner will receive 6 months of free basic internet service from WBS, \$200 cash, a prize pack valued at \$200 from KJIL Radio and a promotional sweatshirt. 6 Month free basic internet offer is valid in current WBS service area only. For a complete coverage map of WBS' service area please go to <http://www.wbsnet.org/area/area.php>. Winner may be required to sign one-year contract to receive 6 month free internet offer from WBS. WBS' basic internet service regularly costs \$39.99 per month. No substitution, assignment, or transfer of prize permitted, except by Sponsor, who reserves the right to substitute a prize with another prize of greater or equal value in the event the offered prize is unavailable. Winning photos may appear on the home page of the WBS Website and kansasprepfootball.com, where potentially thousands of viewers may see the photograph. Entrants waive any and all rights to photographs and give WBS the right to publish same in any medium without compensation.

TAX CONSEQUENCES:

Federal, state and/or local taxes are the responsibility of the Winner. The determination of liability for any federal, state and/or local taxes that may arise out of the entrant's participation in the Contest (including the entrant's receipt of any prizes), and the payment of any such tax liability, shall be the sole responsibility of the entrant. However, should federal, state and/or local law impose any tax reporting or filing obligations on WBS arising out of the entrant's participation in the Contest (including the entrant's receipt of any prizes), the entrant agrees to timely provide WBS with any information that is reasonably necessary for WBS to comply with any such reporting or filing obligations. In addition, should federal, state or local law impose any tax withholding obligation on WBS with respect to entrant's receipt of any prizes, the entrant agrees to such withholding and shall timely provide any information to WBS as may be required for WBS to accomplish such withholding.

SPECIAL TERMS:

WBS reserves the right, in its sole discretion, to reject any photographs. No inappropriate, indecent or obscene photographs may be submitted to for entry into the Contest or submitted for display on any of the websites associated with the Contest. Visitors to any of the Contest websites may notify the Contest through the "Contact Us" button of any photographs or captions that appear to violate these Rules. WBS will use its best efforts to exclude any such photographs or captions; however, WBS is not a publisher of the photographs; it is merely providing a forum for the display of these photographs for voting purposes and, therefore, WBS expressly disclaims any and all liability associated with the display of any of the photographs on the WBS Website. The display of these photographs are for voting purposes only and, therefore, WBS expressly disclaims any and all liability associated with the display of any of the photographs on the WBS Website, WBS Facebook Page or kansasprepfootball.com.

REPRESENTATIONS AND WARRANTIES OF ENTRANT:

Entrant represents and warrants to WBS, its affiliates and its advertising sponsors that: (a) he/she is over 18 years of age and a legal resident of the U.S. or the District of Columbia; (b) he/she has all of the rights and authority necessary to submit the photograph for entry in the Contest in compliance with these Rules, including the right to publish the photograph, and the right to grant the Promotion Release set forth below; (c) the publication of the photograph will not infringe on the rights of any third party; (d) he/she knows the date and location of the photograph and that the photograph was taken at a Kansas state high school football game during the contest period outlined above; and (g) the photograph submitted has not been digitally, or otherwise, altered.

WINNERS LIST:

To receive a list of winners, send a self-addressed stamped envelope to: Wheatland Electric Cooperative, Inc., Attn: Wheatland Broadband Contest Department, PO Box 230, Scott City, KS 67871. Indicate in the correspondence your request for a list of winners.

PROMOTION RELEASE:

By submitting an entry and participating in the Contest, entrant, for him/herself and on behalf of any other person, irrevocably transfers, grants and assigns to WBS, its affiliates and its respective successors, assigns, and licensees, the right worldwide and in perpetuity, to use the name, likeness, image and photographs, including any reproductions of same, in any and all media including, without limitation, use on the WBS Website in connection with the Contest or other promotions, for any advertising or promotional purposes without additional compensation, and releases WBS and any entity acting on behalf of WBS from any liability with respect thereto.

RELEASE OF LIABILITY:

Entrant, for him/herself, agrees that WBS, its affiliates and its employees, officers, directors, shareholders, agents, representatives, its respective successors, assigns, agencies and licensees shall not be liable for any personal injury, death, loss or damage of any kind or any other causes of action or claims related to entrant's participation in this Contest or acceptance or use of the prize awarded including, without limitation, any claims based on publicity rights, defamation or invasion of privacy. If, for any reason, the Contest or any portion thereof is not capable of running as planned by reason of infection by virus, bugs, worms, tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in the sole opinion of WBS, may corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, WBS reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest or any part of the Contest, and select the winner for the Contest from the entries received prior to the action taken or in other such manner as deemed fair and appropriate by WBS.

GENERAL CONDITIONS:

WBS, its affiliates and its employees, officers, directors, shareholders, agents, representatives, its respective successors, assigns, agencies and licensees are not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible or misdirected entries, which will be disqualified, or for other problems of any kind, whether mechanical, human or electronic, whatever the cause. Proof of submission will not be deemed to be proof of receipt by WBS. WBS' sole responsibility for any irregular entry is replacement with another entry in the Contest. If a potential winning entry is made by Internet, that potential winner may be required to provide WBS with proof that the potential winner is the authorized account holder of the registered information associated with the potential winning entry.

GOVERNING LAW:

These rules shall be interpreted and enforced in accordance with the laws of the State of Kansas, without regard to conflicts of law principles. Any and all actions, proceedings and disputes between the parties, irrespective of place of execution or performance, shall be instituted and resolved in the courts of the State of Kansas, County of Scott. Each party consents to the exclusive jurisdiction of the courts of the State of Kansas.

DISQUALIFICATION:

WBS, its legal representatives, affiliates, subsidiaries, parents, agencies and its officers, directors, employees and agents, are not responsible for lost, interrupted or unavailable network server or other connections, miscommunications, failed telephone or computer transmissions or technical failure, lost online entries, lost mail-in entries, jumbled, scrambled or misdirected transmissions, or other error of any kind, whether human, mechanical or electronic. Persons found tampering with or abusing any aspect of the Contest, as solely determined by WBS, will be disqualified. If disqualified for any of the above reasons, WBS reserves the right to terminate entrant's eligibility to participate in the Contest.

INDEMNIFICATION:

You agree to release, indemnify and hold WBS, its parents, subsidiaries and affiliates, and each of their respective members, officers, directors, employees, agents, co-branders and/or other partners, harmless from and against any and all claims, expenses (including reasonable attorneys' fees, costs and settlement costs), damages, suits, costs, demands and/or judgments whatsoever, made by any third party due to or arising out of: (a) your participation in the Contest and/or your use of the Website; (b) your breach of these Rules; and/or (c) your violation of any rights of another individual and/or entity. The provisions of this paragraph are for the benefit of WBS, its parent, subsidiaries and/or affiliates, and each of their respective officers, directors, employees, agents, shareholders, licensors, suppliers and/or attorneys. Each of these individuals and entities shall have the right to assert and enforce these provisions directly against you on its own behalf.

LEGAL WARNING:

Any attempt by any individual, whether or not an entrant, to damage, destroy, tamper with or vandalize the Contest and/or the WBS Website, or otherwise interfere with the operation of the Contest, is a violation of criminal and civil law and WBS will diligently pursue any and all remedies in this regard against any offending individual or entity to the fullest extent permissible by law and in equity.