

## NOMINATION FORM

Student Name: \_\_\_\_\_ High School: \_\_\_\_\_

Student's E-mail: \_\_\_\_\_ Student's Date of Birth: \_\_\_\_\_

GPA: \_\_\_\_\_ Month/Year of Graduation: \_\_\_\_\_

Parent/Guardian Name: \_\_\_\_\_ Parent/Guardian Phone: \_\_\_\_\_

Nominator's Name: \_\_\_\_\_ Nominator's Position: \_\_\_\_\_

Nominator's Phone: \_\_\_\_\_ Nominator's Email: \_\_\_\_\_

Student's Athletic Participation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Student's Academic Organization Participation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Student's Community Involvement: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I've read, understand and agree to the Official Rules: \_\_\_\_\_

Nominator's Signature

Date

Eligible nominee will be reviewed **on a rolling basis** by representatives of Spectrum News NY1 to select the winners.

**Entrants are encouraged to apply early.**

Please attach the following to this application. **Only complete applications will be considered**

- 1 The student's transcript
- 2 Letter(s) of recommendation stating what makes this candidate special and why they should be considered over anyone else to be a NY1 Scholar Athlete
- 3 Verification of student's community involvement (ex. official record of completion or written supervisor confirmation etc.)
- 4 Student's Résumé
- 5 Signed General Release Agreement (must be signed by the student and the student's parent or legal guardian, if required)

Once the nomination package is complete and the General Release Agreement is signed by the student and student's parent/legal guardian (if required), please submit **as a single document** via:

**EMAIL (PREFERRED)**

[scholarathlete@ny1.com](mailto:scholarathlete@ny1.com)

(with "Spectrum News NY1 Scholar Athlete Application"  
in the subject line)

**MAIL**

Spectrum News NY1  
Jessica Steiner  
Attn: 2018 Scholar Athlete  
75 Ninth Avenue, 6th Floor  
New York, NY 10011

## GENERAL RELEASE AGREEMENT ("Agreement")

I, the undersigned individual, hereby grant to Charter Communications Operating, LLC (locally known as "NY1"), and each of their respective parents, subsidiaries, affiliates, licensees, sub distributors, successors, agents and assigns, an irrevocable, worldwide, royalty-free, paid-up, perpetual, sublicensable, transferable right and license to use my name, image, voice, likeness, and/or biographical information (collectively, my "Personal Characteristics") and to use, in whole or in part, any or all of my Personal Characteristics and, if NY1 desires, other non-confidential information about me, in all media now known or hereafter to become known (including through various public websites) for any purpose in connection with the advertising and promotion of the Spectrum News NY1 Scholar Athlete of the Week Program, including without limitation for exhibition, distribution, display, advertising, or promotion thereof; provided that NY1 is not obligated to use my Personal Characteristics. I acknowledge receipt of good and valuable consideration for the rights granted by me hereunder, and understand that I shall not be entitled to any further consideration. I acknowledge and agree that any usage of my Personal Characteristics hereunder shall NOT be subject to my approval.

I understand that should I be selected as a Spectrum News NY1 Scholar Athlete of the Week, I will be awarded a scholarship in the amount of \$1,000 (the "Scholarship"). I understand that the Scholarship shall be payable directly to the accredited college or university in which I enroll following my high school graduation and that it must be used towards tuition, fees, books, supplies and/or equipment required for study for the 2019 - 2020 school year. Additionally, I understand that if NY1 is unable to verify to its satisfaction that I have successfully enrolled in an accredited college or university in the 2019 - 2020 school year, then the Scholarship will be forfeited in its entirety.

If requested, I agree to execute additional documents pertaining to my acceptance of the Scholarship and participation in the Spectrum News NY1 Scholar Athlete of the Week Program.

I hereby waive to the fullest extent that I may lawfully do so, any causes of action in law or equity I may have or may hereafter acquire against NY1 for libel, slander, defamation, invasion of privacy, copyright or trademark violation, right of publicity, or false light arising out of or in connection with the utilization by NY1 of my Personal Characteristics.

I represent and warrant that (a) I have the right to enter into this Agreement and grant the rights hereunder, without the consent or approval of any third party; and (b) my Personal Characteristics and NY1's use thereof as contemplated by this Agreement, does not and will not violate any applicable law, rule, guidelines or regulations, or violate, infringe upon or give rise to any adverse claims with respect to any right of any person, entity or estate, including any intellectual property rights, rights of privacy or publicity, or other proprietary rights.

On behalf of myself, my heirs, executors and administrators, and in exchange for my participation in the Spectrum News NY1 Scholar Athlete of the Week Program and receipt of any Scholarship (should I be selected), I hereby release and agree to hold NY1, its parent, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies and each of their respective officers, directors and employees harmless from and against any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to my receipt, use or misuse of the Scholarship.

I shall defend, indemnify and hold harmless NY1 against all claims, liabilities and expenses (including reasonable attorney's fees) arising out of my breach or alleged breach of this Agreement, including, without limitation, any of my representations, warranties, covenants or promises herein.

I understand that NY1 may assign this Release to any parent, subsidiary or affiliated corporation of NY1, or to any corporation with or into which NY1 may merge or consolidate, or to any person, firm or corporation succeeding to all or a substantial portion of NY1's assets. NY1 may freely assign and/or license any of its rights to use my Personal Characteristics and all of my representations and warranties hereunder, to any person or entity whatsoever, and this Release shall inure to the benefit of all such successors, licensees and assignees.

This Release is governed by the laws of the State of New York without regard to its conflict or choice of law rules which would require application of another jurisdiction's laws. No amendment hereof shall be effective unless in writing and signed by me and countersigned by NY1. A fax or email of this Release may be executed and shall constitute a binding and enforceable agreement. This is intended by the parties hereto to be the final, complete, and exclusive expression of the agreement between them with respect to the subject matter hereof, and supersedes any and all prior oral or written

## GENERAL RELEASE AGREEMENT ("Agreement") (Continued)

agreements relating to such subject matter, and I acknowledge and agree that I have not relied on any representations or promises in connection with this Release not contained herein. Should any provision of this Release be held to be void, invalid or inoperative as a result of any judicial or administrative proceeding or decree, such decision shall not affect any other provision hereof, and the remainder of this Release shall be effective as though such void, invalid or inoperative provision had not been contained herein.

I have read the contents of the foregoing Agreement and fully understand the contents thereof.

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Full Name (Printed) Signature Date

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Address (Street, City, State and ZIP)

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**IN THE EVENT THE ABOVE IS A MINOR, SUCH MINOR'S PARENT/LEGAL GUARDIAN MUST COMPLETE THE BELOW:**

I am the parent/legal guardian of the above-mentioned minor. I consent to the foregoing on behalf of such minor and personally join in the warranties and representations set forth above. I agree to indemnify and hold harmless NY1 with respect to any claims which the minor may make as a result of the exercise of its rights hereunder.

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Parent's Full Name (Printed) Relationship to Minor

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Signature Date

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Address (Street, City, State and ZIP)

## OFFICIAL RULES

### NO PURCHASE NECESSARY

**CONTEST DESCRIPTION:** The Spectrum News NY1 Scholar Athlete of the Week Program (the "Contest") provides coaches, teachers, administrators and school counselors in public schools in the five (5) boroughs of New York City (the "Nominators") with the opportunity to nominate a high school senior who otherwise meets the eligibility criteria as detailed herein (a "Nomination" and each student, a "Nominee") to be named as a Spectrum News NY1 Scholar Athlete. Eligible Nominees will be reviewed on a rolling basis by representatives of Sponsor to select the winners, as more fully set forth below. Participating in the Contest does not constitute entry and/or participation into any other promotion, contest or sweepstakes. By participating in the Contest, each participant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Charter Communications Operating, LLC, locally known as Spectrum News NY1, 75 9th Avenue, 6th Floor, New York, NY 10011 ("Sponsor"), which shall be final and binding in all respects.

**ELIGIBILITY:** Nominators must be legal U.S. residents who are 18 years of age or older and are coaches, teachers, administrators or school counselors in public schools in the five (5) boroughs of New York City. Officers, directors and employees of Sponsor, its parent, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies (collectively, the "Contest Entities") and the immediate family members, and/or those living in the same household of each, are ineligible to participate in the Contest. Contest is void where prohibited. Nominee must: a) be a high school senior at a public high school located in the five (5) boroughs of New York City; b) be involved in varsity athletics; c) have an excellent academic record; and d) be involved in extra-curricular activities (e.g. band, newspaper/yearbook, etc.) and/or be active in their local community either through their school or volunteering on their own time.

**HOW TO SUBMIT A NOMINATION:** Nominators may go to [www.ny1.com](http://www.ny1.com) to download a nomination form. A complete nomination package must consist of the following:

- a. The nomination form filled out in its entirety and signed by the Nominator;
- b. A copy of the Nominee's high school transcript;
- c. A copy of the Nominee's resume.;
- d. Verification of student's community involvement (ex. official record of completion or written supervisor confirmation etc.);
- e. No more than three (3) letters of recommendation stating what makes this candidate special and why they should be considered over anyone else to be selected as a NY1 Scholar Athlete of the Week; and
- f. A General Release Agreement signed by the Nominee and his/her parent/legal guardian if the Nominee is less than eighteen (18) years of age.

Complete nomination packages may be emailed to [scholarathlete@ny1.com](mailto:scholarathlete@ny1.com) with "Spectrum News NY1 Scholar Athlete Application" in the subject line, or sent via regular mail to Jessica Steiner, Spectrum News NY1, 75 9th Avenue, 6th Floor, New York, NY 10011, Attn: Spectrum News NY1 Scholar Athlete of the Week Program . All complete applications must be received by May 3, 2019, at 11:59 p.m. Eastern Time (the "Nomination Deadline"). Only complete nomination packets will be considered.

The Contest will terminate as determined by Sponsor in its sole discretion.

Any communication or information transmitted to Sponsor is and will be treated as non-confidential and nonproprietary. Proof of submission is not considered proof of delivery to or receipt of such nomination package. Furthermore, Sponsor shall have no liability for any Nomination that is lost, intercepted or not received by the Sponsor.

**IMPORTANT NOTE:** In the event that there are an insufficient number of eligible Nominations, Sponsor reserves the right to extend the Contest and/or select fewer winners than indicated herein.

**WINNER SELECTION:** As completed applications are received, representatives of the Contest Entities will review the eligible Nominations and will select the winners based on satisfaction of the Nominee Eligibility criteria outlined above. Beginning January 2019, approximately one (1) winner per week will be selected for a total of fifteen (15) to thirty (30)

## OFFICIAL RULES (Continued)

winners, as determined by Sponsor in its sole discretion. The Nominators and the Nominees (or the parent/legal guardian of any Nominee who is less than eighteen (18) years of age) will be contacted to confirm eligibility once selected. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If, despite reasonable efforts, a potential winner does not respond within seventy-two (72) hours of the first notification attempt, or if the winner notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected. If any potential winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the prize for any reason prior to award, such potential prize winner will be disqualified and an alternate prize winner may be selected. Any potential winner (and, in the case of a minor, his/her parent/legal guardian on his/her behalf) must sign and return an Affidavit of Eligibility. If winner fails or refuses to sign and return the Affidavit of Eligibility within five (5) days of prize notification (or a shorter time if required by exigencies), winner may be disqualified and an alternate winner may be selected. Once a potential winner is confirmed and the completed Affidavit of Eligibility is received and confirmed by Sponsor, Sponsor will coordinate the taping of a 2 - 3 minute feature about the confirmed winner, which will air on Spectrum News NY1 in New York City. Each winner must participate in the segment in order to be considered a Spectrum News NY1 Scholar Athlete of the Week and receive a Prize.

**PUBLICITY RELEASE:** By participating in the Contest, in addition to any other grants which may be granted in any other agreement entered into between Sponsor and any Nominator or winner of the Contest, each Nominator and each Nominee (or, in the case of a minor, such nominator's or winner's parent or legal guardian), irrevocably grants the Contest Entities and their respective designees, successors, assigns and licensees, the right to use such Nominator's and Nominee's name, his/her school name, likeness, and biographical information, in any and all media for any purpose, including without limitation, advertising and promotional purposes, the Contest or other promotions, and hereby releases the Contest Entities, and their respective successors, assigns and licensees from any liability with respect thereto.

**PRIZES/APPROXIMATE RETAIL VALUES:** Up to thirty (30) Prizes are available. Each Prize consists of a \$1,000 scholarship for the selected Nominee. The Prize check will be made payable directly to the accredited college or university in which the Prize winner successfully enrolls following his/her high school graduation. The Prize must be used for tuition, fees, books, supplies and/or equipment required for study for the 2019 - 2020 school year. If Sponsor is unable to verify to its satisfaction that the winner is successfully enrolled in an accredited college or university in the 2019 - 2020 school year, then the Prize will be forfeited in its entirety with no further obligation to the Prize winner.

**GENERAL PRIZE CONDITIONS:** Prize winners shall be solely responsible for any required federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished by third parties in connection with the Contest. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

**GENERAL:** Nominators (or if minors, their parents or legal guardians) and Nominees agree that the Contest Entities (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Contest or any Contest-related activity, or from a Nominee's acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Sponsor assumes no responsibility for any damage to a Nominator's or any other person's computer system which is occasioned by participating in the Contest, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for damaged, stolen, or postage-due entries or prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Contest, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent

## OFFICIAL RULES (Continued)

to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. These Official Rules cannot be modified or amended in any way except in a written document issued by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or

unenforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

**GOVERNING LAW/JURISDICTION:** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF NOMINATORS, NOMINEES OR SPONSOR IN CONNECTION WITH THE CONTEST SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

**WINNERS' LIST:** The names of all winners may be posted at [www.NY1.com](http://www.NY1.com).