Entercom Machine Gun Kelly at The Roxy National Text Contest

**Contest Rules**

These contest rules are specific to the above-named contest being conducted by certain Entercom Operations, Inc. subsidiaries (each an “**Entercom Company**”) and each of their certain participating radio stations (each a “**Station**”) as indicated in “**Attachment A**”, as applicable, incorporated at the end of these rules. Individual Station participation may vary. To the extent that the general contest rules for an individual Station differ from these rules, these rules will govern and control with respect to this Contest. A copy of these specific contest rules is available at each of the Station websites (*see Attachment A, as applicable for Entercom Company Station websites*).

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST (MESSAGE AND DATA RATES MAY APPLY). A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED BY LAW.**

**Who Can Enter**

# Eligible contestants must be eighteen (18) years of age or older and legal U.S. residents of one of the fifty (50) United States or the District of Columbia as of the date of entry in the Machine Gun Kelly at The Roxy National Text Contest (the “**Contest**”).

# Employees (including, without limitation, part-time or temporary employees) of the Stations, Contest Sponsor and their respective parent entities, subsidiaries, affiliated companies and advertising and promotion agencies, and management/tour companies at any time during the applicable contesting period and the immediate family and other household members (*i.e.,* spouses, parents, grandparents, children, grandchildren, roommates, housemates, significant others, partners, siblings (half and full) and the steps of each of the foregoing) of each of the above are NOT eligible to enter and/or to win the Contest.

# Weekdays only (*Monday – Friday; excluding weekends*) from September 28, 2020 through October 6, 2020 (each, a “**Contest Day**”), participating Stations will each announce one (1) unique Contest code word (each a “**Code Word**”) per Contest Day at some point during Kevan Kenney’s show (each a “**Contest Play**”). Each Contest Play will air between the hours of 7:00pm (ET) and 2:59am (ET) on each Contest Day. Kevan Kenney’s show airs 7:00pm-11:59pm local time on each Participating Station. You must enter the Code Word announced on-air on each Contest Day during the following specified “**Entry Periods**”:

7:00pm (ET) on Monday, September 28, 2020 until 2:59am (ET) on Tuesday, September 29, 2020

7:00pm (ET) on Tuesday, September 29, 2020 until 2:59am (ET) on Wednesday, September 30, 2020

7:00pm (ET) on Wednesday, September 30, 2020 until 2:59am (ET) on Thursday, October 1, 2020

7:00pm (ET) on Thursday, October 1, 2020 until 2:59am (ET) on Friday, October 2, 2020

7:00pm (ET) on Friday, October 2, 2020 until 2:59am (ET) on Saturday, October 3, 2020

7:00pm (ET) on Monday, October 5, 2020 until 2:59am (ET) on Tuesday, October 6 2020

7:00pm (ET) on Tuesday, October 6, 2020 until 2:59am (ET) on Wednesday, October 7, 2020

# **WARNING! Due to delays in the online streaming of the Station’s broadcast signal, listeners to the online stream may not be able participate in, or may be disadvantaged if participating in, any Contest that requires potential Entrant(s) to listen to Station. Contest participants should not rely on streamed broadcasts.**

## There will be one (1) unique Code Word announced each Contest Day. Entrants must enter using the unique Code Word for each day. Entries with incorrect Code Words will be disqualified.

## Actual Contest Play times may vary. Each Contest Play closes at 2:59:59am (ET) on the day following each Contest Day, regardless of when the Code Word airs. Each Contest Day.

## **ALL CONTEST PLAY TIMES ARE APPROXIMATE, AND ALL CONTEST PLAY TIMES ARE EASTERN TIME (“ET”) REGARDLESS OF TIME ZONE OF EACH PARTICIPATING STATION**.

## **Regardless of the actual time(s) at which a participating Station announces a Code Word during a Contest Play, entries will only be accepted during the Entry Periods (*as described above*)**.

## Stations may, but are not obligated to, announce a particular Code Word more than once; provided, however, the number of times in which any participating Station may announce a Code Word may vary by Station and/or by Contest Play.

**How to Enter & How to Win**

# To enter, listen to a participating Station on any one or more Contest Day and at any one or more of the Contest Play time as applicable for such Station (*both as defined in Section 3 above*) and through the point at which the Entry Period closes for that Contest Play at fifty-nine (59) minutes past the hour as applicable, text the announced Code Word for that particular Contest Play to shortcode 72881.

## **LIMIT ONE (1) ENTRY PER PHONE NUMBER PER CONTEST PLAY, FOR A MAXIMUM OF ONE (1) CONTEST PLAY PER CONTEST DAY PER PHONE NUMBER.** **Once a phone number has texted the Code Word to the shortcode or has been used to enter via online, that number cannot be used again for entry until the following Contest Play. There is a possibility that a contestant may win more than once in this Contest.**

## As part of the entry process, Entrants may be provided with an opportunity to opt-in to receive solicitations from, and/or to become a member/participate in clubs of (i.e., email clubs, text clubs, and rewards programs), the Contest Administrator and/or Participating Stations; provided, however, agreeing to receive such solicitations and/or accepting such membership is not a condition of entry into this Contest and will not increase your chances of winning.

## In the case of text entries:

### Text messages sent to any SMS short codes other than 72881, text messages sent to 72881 that include any Code Word other than the designated and announced Code Word for a particular Contest, and/or text messages sent to 72881 without any Contest Code Word will not be accepted for Contest entry and disqualified without notice. Station not responsible for text messages mistakenly sent to SMS short codes other than Station’s SMS shortcode.

### Entrants may receive a bounceback text from Station with confirmation of Contest entry, but will receive no “extra” offers, information, or message content. Station does not charge a fee for this service. Station assumes no responsibility for charges incurred for text-messaging, including, without limitation, as a result of any bounce back messages or Contest notices from the Station. Standard message and data rates may apply, the frequency of any automated marketing message(s) individual opts in to receive are recurring and varies, text STOP to cancel, and terms are available at <http://bit.ly/15FDy2P>.

### PARTICPATING STATIONS WILL NOT POST CONTEST ENTRY CODE WORD(S) ON ITS WEBSITE, PROVIDE CONTEST ENTRY CODE WORD(S) ON ANY SOCIAL MEDIA PLATFORM OR BY ANY OTHER ELECTRONIC MEANS, OR REVEAL CONTEST ENTRY CODE WORD(S) OVER THE TELEPHONE ON ANY OF THE STATION TELEPHONE NUMBERS. STATION HAS NO OBLIGATION, LIABILITY, OR RESPONSIBILITY WHATSOEVER IF INDIVIDUALS WHO DO NOT LISTEN TO A PARTICIPATING STATION RECEIVE THE CONTEST ENTRY CODE WORD(S) AND/OR SMS SHORTCODE FROM THIRD PARTIES SUCH AS OTHER LISTENERS, CONTEST SPONSORS, ETC…

# A total of seven (7) potential Winners will be selected to receive a Prize (*defined in Section 6 below*) in this Contest, subject to confirmation of eligibility and compliance with these Contest rules (each, a “**Winner**”). Each Entry Period closes for each Contest Play per Contest Day (*both defined in Section 3 above*) at 2:59am (ET) on the day following each Contest Day. A total of seven (7) winners will be selected in this Contest as follows:

1. On Tuesday, September 29, 2020 at approximately 12:00pm (ET) one (1) entry will be randomly selected from among all text entries received nationwide by 2:59am (ET) on Tuesday, September 29, 2020 as a potential Winner, subject to verification of Contest eligibility and compliance with the Contest rules.
2. On Wednesday, September 30, 2020 at approximately 12:00pm (ET) one (1) entry will be randomly selected, from among all text entries received by 11:59pm (ET) on Wednesday, September 30, 2020 as a potential Winner, subject to verification of Contest eligibility and compliance with the Contest rules.
3. On Thursday, October 1, 2020 at approximately 12:00pm (ET) one (1) entry will be randomly selected, from among all text entries received by 11:59pm (ET) on Thursday, October 1, 2020 as a potential Winner, subject to verification of Contest eligibility and compliance with the Contest rules.
4. On Friday, October 2, 2020 at approximately 12:00pm (ET) one (1) entry will be randomly selected, from among all text entries received by 11:59pm (ET) on Friday, October 2, 2020 as a potential Winner, subject to verification of Contest eligibility and compliance with the Contest rules.
5. On Monday, October 5, 2020 at approximately 12:00pm (ET) one (1) entry will be randomly selected, from among all text entries received by 11:59pm (ET) on Saturday, October 3, 2020 as a potential Winner, subject to verification of Contest eligibility and compliance with the Contest rules.
6. On Tuesday, October 6, 2020 at approximately 12:00pm (ET) one (1) entry will be randomly selected, from among all text entries received by 11:59pm (ET) on Monday, October 5, 2020 as a potential Winner, subject to verification of Contest eligibility and compliance with the Contest rules.
7. On Wednesday, October 7, 2020 at approximately 12:00pm (ET) one (1) entry will be randomly selected, from among all text entries received by 11:59pm (ET) on Saturday, October 6, 2020 as a potential Winner, subject to verification of Contest eligibility and compliance with the Contest rules
8. Entries will only be valid for the one (1) drawing they were received before. Entries will not roll over or be considered in any subsequent drawings in this Contest.
9. Potential Winners will be notified at the telephone number from which they texted the entry, or submitted in his or her online entry (as applicable), within twenty (24) business hours of being selected. In the event that a potential Winner is found to be ineligible to win a prize in this Contest, becomes disqualified for any reason, and/or forfeits, Contest Administrator may, but shall not be required to, select an alternate winner from among all entries received in the same Contest Entry Period as such ineligible, disqualified or forfeiting winner, subject to verification of eligibility and compliance with these Contest rules. In the event that any such alternate winner is also ineligible to win a prize in this Contest, becomes disqualified for any reason, and/or forfeits, Contest Administrator shall have no obligation to select any additional entries from such Contest Entry Period, and under such circumstances, no Prize will be awarded.

**Prizes(s)**

# Seven (7) Prizes (each a “**Prize**”) will be awarded in this Contest (up to one (1) Winner per day for seven (7) contesting weekdays). Each verified Winner in this Contest will receive the following Prize:

## Two (2) winners (the winners from September 28and 29, 2020) will each receive two (2) tickets to Machine Gun Kelly’s live stream on October 1, 2020 performing *Tickets To My Downfall* happening at 6:00pm (PT)/9:00pm (ET).

## Five (5) winners (the winners from September 30-October 6, 2020) will each receive two (2) tickets to Machine Gun Kelly’s live stream on October 8, 2020 performing *Hotel Diablo* at6:00pm (PT)/9:00pm (ET).

## Approximate Retail Value (“ARV”) of each Prize is $30.00.

# Total aggregate ARV of all Prizes in the Contest is $210.00.

# Notwithstanding anything to the contrary herein or stated on-air, each Winner will not be entitled to receive any prize until after their eligibility has been confirmed or accepted by Station representatives and all required paperwork (including, without limitation, liability release agreements) have been completed by the pending winner within the required deadlines.

# Winners may be required, in Station’s sole discretion, to sign one or more a Liability Release Agreements relieving the Stations and their respective parents, subsidiaries, officers, directors, members, managers, employees, agents from any and all liability with respect to participation in this Contest and the receipt and/or use of the prize. Any person who refuses to sign such Releases and/or provide a social security number or complete or provide any other documents required by the Stations by the deadline required by Station representative will forfeit any and all Contest prizes. Station reserves the right to examine identification and may reasonably choose to accept or deny awarding the prize based on the identification presented. In the event a potential winner does not provide Station with documentation and paperwork required under these rules by the deadline, the potential winner will forfeit the prize and such prize may be disposed of at the discretion of Station Management. No transfer or assignment of prizes is allowed.

# Further, Stations and their respective parents, subsidiaries, officers, directors, members, managers, employees, agents are not responsible if any part of the prize cannot be awarded due to acts of God, acts of war, natural disasters, weather, acts of terrorism, or other factors beyond the Stations and their respective parents, subsidiaries, officers, directors, members, managers, employees, agents control.

# Winner is responsible for paying all applicable local, county, state and federal taxes on prizes and will be issued an IRS 1099 form for all prizes won in this Contest.

# Stations reserve the right to (but not the obligation) to post some or all winner information on the Stations’ websites or social networking sites.

**Sponsor(s)**

The sponsors of this Contest are Entercom Operations, Inc., and Interscope Records, 2220 Colorado Ave Santa Monica, CA 90404

**Odds of Winning**

# Odds of winning a Prize depend upon number of text and online entries received for each Contest Play.

**Other General Rules that Apply to this Contest**

# Inquiries by contestants or potential contestants to the Contest Administrator (whether in person, by email, or by telephone) regarding the status of their entry or questions about this Contest may or may not be responded to and Contest Administrator is not obligated to respond or treat to all inquiries identically (even if the question is identical). Time considerations and/or volume, among other things, may impact a Contest Administrator’s desire or ability to respond to such inquiries from time to time. Notwithstanding anything communicated by any Contest Administrator employee in connection with any such inquiry, such information shall not be binding on Contest Administrator (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 Contest Administrator 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.

# Winners are prohibited from selling prize awarded or any transferring prize without the Contest Administrator’s authorization (which authorization must be in writing by a Contest Administrator representative and shall be granted or withheld in Contest Administrator’s sole discretion on a case by case basis).

# Contest Administrator shall be the sole arbiter in all matters relating to the Contest and in the interpretation of Contest rules. Contest Administrator’s decisions shall be final. Entry into the Contest constitutes agreement by contestants to abide by these rules, as well as any other rules established by Contest Administrator.

# In case of an identity dispute, the registered user of the primary phone number of the account on the date of entry will be the recognized entrant and participants may be required to provide evidence that he or she is the primary user (e.g., phone bill) as determined in Contest Administrator’s sole discretion. In the case of a text entry, participants acknowledge that messages are distributed via third party mobile network providers and, therefore, Contest Administrator cannot control certain factors relating to message delivery. Participants acknowledge that, depending on the recipient’s mobile provider service, it may not be possible to transmit the message to the recipient successfully. Contest Administrator does not claim or guarantee availability or performance of this service, including liability for transmission delays or message failures. Contest Administrator does not charge a fee for this service. It is each Participant’s responsibility to check with their individual carrier, as other charges may apply. BE ADVISED THAT IN SOME CASES, TEXTS TO THE CONTEST ADMINISTRATOR WILL RESULT IN ONE OR MORE AUTOMATIC BOUNCE BACK MESSAGES, FOR WHICH PARTICIPANTS MAY INCUR A FEE FROM THEIR PROVIDER. Contest Administrator assumes no responsibility for charges incurred for text-messaging, including, without limitation, as a result of any bounce back messages or Contest notices from the Contest Administrator.

# **By participating in Contest Administrator Contest, entrants hereby agree and each entrant hereby remises, releases and forever discharges and agrees to indemnify and hold harmless Contest Administrator, its affiliates, parents, assigns, successors, employees, Contest 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 Contest Administrator, its affiliates, parents, assigns, successors, employees, Contest sponsors, agents and all others connected with them and the promotion, Contest, and/or event.**

# By participating in this Contest, entrants hereby consent to Contest Administrator and prize providers, usage of any one or more of the following for online, social media, radio or television broadcast and/or for any other advertising and promotional purpose 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 entrant’s entry form. By entering this Contest, entrants understand and agree that Contest Administrator may take photographs and/or videotape and/or audiotape any contestants participation, appearance and/or performance in connection with this Contest (before, during or after the Contest) and that Contest Administrator 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 (or other) websites and/or social media websites.

# Contest Administrator is not responsible for any technical difficulties, technical malfunctions or errors (whether technical or typographical) experienced due to overload, busy signals, loss of phone service, internet availability, electronic problems, interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), website, 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, 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 Contest Administrator from receiving (accurately or otherwise) a phone call, an email, accessing any website (including the Contest Administrators or any third party website), or for any problem associated with the Contest Administrator website or software, internet, telephone connections, servers, routers, or any other technical problem that may impact entry, participation, 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 an Contest Administrator Contest or visiting its websites (whether as an entrant or visitor). Contest Administrator and its prize providers 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 Contest Administrator Contest. Contest Administrator is not responsible for any printing errors or typographical errors. **If, for any reason, in the sole opinion of Contest Administrator, this Contest is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, hacking, unauthorized intervention, fraud, technical failures or any other causes, whether discovered or suspected by Contest Administrator, which, in sole opinion of Contest Administrator does or could corrupt or affect the administration, security, fairness, integrity or proper conduct of a Contest, Contest Administrator reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the affected contests with or without selecting winner, and/or provide alternative means of entry or any other changes to these Contest rules that Contest Administrator deems appropriate under the circumstances. In the event of termination, suspension or modification of a Contest, a notice will be posted online.**

# Contest Administrator reserves the right to prohibit the participation of an individual from any or all Contest Administrator contests if fraud or tampering is suspected or if the individual fails to comply with any requirement of participation as stated herein or with any provision in the applicable Contest rules. INTERNET CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, CONTEST ADMINISTRATOR RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW.

# This Contest is subject to all applicable laws and regulations and is void where prohibited.

# Contest Administrator reserves the right to: (i) terminate or declare this Contest null and void and rescind any prize, if in its sole judgment, the rules or the 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.

# Winner List: For a winner list, mail a self-addressed stamped envelope (VT residents may omit return postage) to 2400 Market Street, 4th Floor, Philadelphia, PA 19103 addressed to “ Machine Gun Kelly at The Roxy National Text Contest.” All requests for winner lists must be mailed and received after the Contest is over but prior to six (6) months after the Contest has been concluded.

**ATTACHMENT A**

**ENTERCOM STATIONS PARTICIPATING IN CONTESTING**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Baltimore | Entercom Maryland, LLC | WWMX-HD2 | 1423 Clarkview Rd, Suite 100; Baltimore, MD 21209 | <https://hfs.radio.com/>  |
| Buffalo | Entercom New York, LLC | WLKK | 500 Corporate Pkwy.; Suite 200; Buffalo, NY  14226 | <http://www.alternativebuffalo.com/> |
| Dallas | Entercom Texas, LLC | KVIL | 4131 N. Central Expressway; Suite 1000; Dallas, TX 75204 | <https://alt1037.radio.com/> |
| Kansas City | Entercom Missouri, LLC | KRBZ | 7000 Squibb Road; 2nd Floor; Mission, KS  66202 | <http://www.965thebuzz.com/> |
| Las Vegas | Entercom Nevada, LLC | KXTE | 7255 South Tenaya Way; Suite 100; Las Vegas, NV 89113 | [https://x1075lasvegas.radio.com](https://x1075lasvegas.radio.com/) |
| Los Angeles | Entercom California, LLC | KROQ | 5670 Wilshire Blvd; Suite 200; Los Angeles, CA 90036 | <https://kroq.radio.com/> |
| Miami | Entercom Florida, LLC | WSFS | 20450 NW Second Ave.; Miami, FL  33169-2505 | <http://www.1043theshark.com/> |
| New York | Entercom New York, LLC | WNYL | 345nHudson St; 10th Floor; New York, NY 10014 | <https://alt923.radio.com/>  |
| Orlando | Entercom Florida, LLC | WQMP | 1800 Pembrook Drive; Suite 400; Orlando, FL 32810 | <http://fm1019.radio.com/> |
| Portland | Entercom Oregon, LLC | KNRK | 0700 S.W. Bancroft St.; Portland, OR  97239 | <http://www.947.fm/> |
| Richmond | Entercom Virginia, LLC | WRXL | 3245 Basie Rd; Richmond, VA 23228 | <http://www.xl102richmond.com/> |
| Sacramento | Entercom California, LLC | KKDO | 5345 Madison Avenue; Sacramento, CA  95841 | <http://alt947.com/> |
| San Diego | Entercom California, LLC | KBZT | 9665 Granite Ridge Drive; Suite 600; San Diego, CA  92123 | <http://www.fm949sd.com/> |
| San Francisco | Entercom California, LLC | KITS | 865 Battery Street; San Francisco, CA  94111 | <http://alt1053.radio.com/> |
| Seattle | Entercom Washington, LLC | KNDD | 800 Fifth Avenue; Suite 1400; Seattle, WA  98104 | <http://www.1077theend.com/> |