

## 98PXY Cutest Baby 2020 Online Photo Contest Official Contest Rules

These Contest rules are specific to the above Contest conducted by Entercom New York, LLC d/b/a WPXY (the “**Station**”). Except to the extent specifically set forth below with respect to this specific Contest, the Station’s general contest rules apply to this Contest as well. A copy of these specific Contest rules and the Station’s general contest rules are available at the Station’s studio at High Falls Studios, 70 Commercial Street, Rochester, NY, 14614 during regular business hours and on the Station’s website at [www.98pxy.com/rules](http://www.98pxy.com/rules). To the extent that the general contest rules differ from these rules, these rules will govern and control with respect to this Contest.

### HOW TO ENTER

---

1. No purchase is necessary to enter or win 98PXY’s Cutest Baby 2020 Online Photo Contest (the “**Contest**”).
2. The Contest entry period will begin at approximately 12:00am (ET) January 6, 2020 and end at 12:00pm (ET) on January 17, 2020 (the “**Contest Entry Period**”).
3. **All individuals who wish to participate in this Contest, either by entering the Contest (as described in Section 4 below) or by voting on Entrant photos (as described in Section 11 below) must either** log into an existing account, or create a free account with the game administrator, Second Street Media, Inc. (“**Second Street**”). You may either elect the option to have your Facebook profile pre-load applicable portions of the entry form (Facebook account is not required to enter this Contest), or complete the online registration/entry form by submitting the Entrant’s name, address, phone number and e-mail address. Limit one (1) registered Second Street account per e-mail address and limit one (1) Contest entry per Second Street account.
4. Persons eighteen (18) years of age or older wishing to enter this Contest (each an “**Entrant**”), must go to [www.98pxy.com](http://www.98pxy.com), click on the graphical “Cutest Baby” Contest entry link, click on the “Upload Photo” tab and complete entry as follows (all of the following collectively, the “**Entry**”):
  - a. Submit only one (1) photograph of your child, **and only your child**, that meets the requirements in Section 5 below, in either the “.jpeg” or “.jpg” file format (no other formats will be accepted);
  - b. Enter your child’s first name, your child’s last initial, your child’s age at the time of entry, and the town/city where you live; and
  - c. Affirmatively check the box or “I agree” button, expressly confirming each of the following:
    - Entrant represents and warrants that he/she is both eighteen (18) years of age or older and a legal New York resident as of entry date.
    - Entrant represents and warrants that 1) the child depicted in the photograph is not over thirty-six (36) months old (*i.e., not yet thirty-seven (37) months old*) at the time of entry, and 2) other than the child, there is no other person visible in the photograph at all, no matter how far away or obscure.
    - Entrant represents and warrants that they are the parent or legal guardian of the child depicted in the photograph.
    - Entrant represents and warrants that he/she either owns the rights to, or has otherwise obtained permission to use, the photograph submitted with their entry.
    - Entrant represents and warrants to Station that the use and distribution of such photograph will not violate or infringe upon the rights of any third party, including, without limitation, copyrights of others in or to the picture.
    - Entrant represents and warrants that he/she authorizes Station to post the photograph on Station’s website and/or on social media sites, or use the photograph in any other manner Station sees fit with no compensation to the Entrant or child.
    - Entrant agrees and acknowledges that Station, all Contest sponsors, and their respective affiliates, parents, employees, agents and all other related sponsors may use the name, image, photograph submission, other entry materials and/or

biographical information of the Entrant and/or the Entrant's child for advertising and/or promotional purposes on radio, TV broadcasts, in the newspaper, on websites and/or any other medium in connection with participation in this Contest or otherwise without the payment of any additional compensation to the Entrant or to the Entrant's child.

- By submitting a photograph in a Station Contest, entrant agrees to indemnify Station should any representations and warranties made by entrant herein or in the applicable Contest rules prove to be false or inaccurate.
- Entrant understands and agrees that Station shall be the sole and exclusive owner of the photograph submitted, whether or not the photograph is selected as a winner, and entrant agrees to sign any documents requested by Station to evidence such transfer of ownership.
- Entrant acknowledges and agrees that the Contest rules are available to him/her at [www.98pxy.com](http://www.98pxy.com), that he/she has had an opportunity to review them before entering this Contest, and agrees to be legally bound by the Contest rules. Contest rules are also available Monday through Friday (excluding holidays) during normal business hours between 8:30am (ET) and 5:30pm (ET) at the Station's studios located at High Falls Studios, 70 Commercial Street, Rochester, NY 14614.

5. The photograph submitted as part of Entry for this Contest must (*in addition to the other requirements in these Contest rules*) satisfy all of the following requirements:
- a. For purposes of this Contest, the terms "photo" and "photograph" may be used interchangeably to include, but not be limited to the inclusion of, any image that may be produced by an analog or digital camera, by an optical image scanner (or simply, "scanner"), by means of a "screen dump," "screen capture," "screenshot," or "screengrab," and/or by the digital manipulation of one or multiple photos such as may be achieved using image editing software.
  - b. The photo must be uploaded in either the ".jpeg" or ".jpg" file format (no other formats will be accepted), using the method described in Section 4 above.
  - c. **Only one (1) photo may be submitted for entry in this Contest 1) by any one (1) Entrant who must be both eighteen (18) years of age or older and the parent or legal guardian of the child depicted in the photo, and 2) depicting only their one (1) child who must be thirty-six (36) months old or younger (i.e., not yet thirty-seven (37) months old) as of the date of entry may be submitted for entry in this Contest.**
  - d. No person but the one (1) child entered into the Contest may be depicted in the photo (no matter how far away or obscure); provided, however, that Station reserves the right to accept photos that have parts of other people visible that Station deems (in its sole discretion) is not material to the photo and such persons are completely indistinguishable (for example, a leg or finger). Further Station's decision in this matter is final and not appealable and Station is not obligated to treat every photo identically (for example, Station may decide that in one photo a leg is not material but that a leg is in another photo). Any photo with any other person(s) depicted in it will be ineligible and disqualified, except as otherwise permitted in this Section 5(d).
  - e. If applicable, the child depicted in the photo must be at least covered with a diaper, blanket, or other covering such that the "diaper area" (area that a standard diaper would cover) is not exposed.
  - f. Entrant must exclusively own (or has obtained the a license from the copyright holder to) the copyright in the submitted photo (it cannot be "owned" in any way by any other person or company without obtaining his/her express consent to enter this Contest and allow Station to use the photo as contemplated in the Contest rules).
  - g. Photo must not contain or convey any content that the Station determines at its sole discretion, subjectively or otherwise, (i) to be indecent, profane, obscene, explicitly sexual, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, libelous, or hateful, (ii) to be racially, ethnically, or otherwise offensive or objectionable, (iii) to encourage unlawful behavior, (iv) to contain, depict, or otherwise infringe upon the brand name(s), copyright(s), trademark(s), servicemark(s), tradename(s), logo(s), or any other

intellectual property that may belong to a third party, or (v) to disclose any detailed personal, physical, contact, or otherwise confidential information that may belong to a third party. The foregoing is not intended to require Station to disqualify entrants who, in Station's sole discretion, appear to be innocently wearing clothing or are in areas that just happen to contain third party logo(s) or mark(s). Further, Station may, but is not obligated to pixelate/cover any trademark(s), servicemark(s), tradename(s), and/or copyrighted materials in Station's sole discretion. Station shall not be required to make the same determination based on the foregoing for every photo and may treat each photo entry differently, in its sole discretion, even if the problematic content is similar.

6. Both the entering parent/legal guardian and the child must be eligible to win in this Contest (other than the minimum entry age restriction with respect to the child).
7. **Station will disqualify any photo that is received from an Entrant who is not the parent or legal guardian of the baby depicted therein.**
8. **Station will discard multiple entries received by same Entrant in Contest, whether photo submitted as entry is of the same or of a different child, and only the first qualified entry to be received by Station, in chronological order, from particular Entrant will be eligible for entry in Contest.**
9. By entering this Contest, Entrants understand and agree that Station may elect to use any entry submitted for entertainment purposes on-air and may choose to comment on, mock, poke fun at, and/or mimic any entry submitted. Entrants waive any right to make any claim against Station or any Contest sponsors with respect to any comments - disparaging or otherwise - made on-air regarding such Entrant's entry.

## HOW TO WIN

---

10. Starting on or about 12:00am (ET) January 6, 2020, Station may post the photo submitted by some or all eligible Entrants on the Station's website at [www.98pxy.com](http://www.98pxy.com) for viewing by listeners and visitors.
11. The Grand Prize Winner and Runner-up will be determined in the following manner:
  - a. By no later than approximately 12:00am (ET) on January 20, 2020, Station will post all eligible photos submitted by all eligible Entrant's photos during the Contest Entry Period on the Station's website at [www.98pxy.com](http://www.98pxy.com) so that Station listeners and visitors to the Station's website may view the Entries, and vote for their favorite photo(s) (*see Section 3 above for voter registration requirement*), until 12:00pm (ET) on January 24, 2020. **LIMIT ONE (1) VOTE PER DAY PER UPICKEM ACCOUNT (see Section 3 above). LISTENER VOTING IS FOR ENTERTAINMENT PURPOSES ONLY AND WILL NOT BE A DETERMINING FACTOR IN SELECTING THE WINNER OF THIS CONTEST. LISTENER VOTES MAY BE TAKEN INTO CONSIDERATION, BUT WILL NOT BE THE DETERMINING FACTOR AS TO WHICH ENTRANT WILL BE CONTEST WINNER.**
    - i. On or about 5:00pm (ET) on January 24, 2020, up to five hundred (500) photos will be selected by Station staff and/or management from among all photos received during the Contest Entry Period, based on evaluation of the eligible photos in their subjective opinion and/or based upon any other lawful criteria Station judges deem desirable, and the Entrants who submitted such photos will continue to the next round of the Contest, subject to verification of eligibility and compliance with the Contest rules (each a "Qualifier").
    - ii. In the event that the Station receives fewer than the minimum number of top photos for any one particular round of this Contest, such voting round will not end as scheduled, but will continue until the end of the next scheduled voting round in which the planned remaining number of Qualifiers is below the original total. For example, if two hundred twenty-five (225) eligible Entries have been received by 12:00pm (ET) on January 17, 2020, voting on such Qualifiers will continue until

- 12:00pm (ET) on February 7, 2020 and one hundred (100) Qualifiers will continue in the Contest.
- b. At approximately 5:00pm (ET) on January 24, 2020, Station will post the photos submitted by each of the five hundred (500) selected Qualifiers to continue in the Contest on the Station's website at [www.98pxy.com](http://www.98pxy.com). Listeners and website visitors will then be able to view and vote (*as set forth in Section 11(a) above*) for their favorite Qualifier photo(s) until 12:00pm (ET) on January 31, 2020.
    - i. On or about 4:30pm (ET) on January 31, 2020, up to one hundred (100) Qualifiers selected by Station will continue to the next round of the Contest based on any lawful criteria Station judges deems desirable as set forth above in Section 11(a)(i) of these Contest rules.
  - c. At approximately 5:00pm (ET) on January 31, 2020, Station will post the photos submitted by each of the one hundred (100) selected Qualifiers to continue in the Contest on the Station's website at [www.98pxy.com](http://www.98pxy.com). Listeners and website visitors will then be able to view and vote (*as set forth in Section 11(a) above*) for their favorite Qualifier photo(s) until 12:00pm (ET) on February 7, 2020.
    - i. On or about 4:30pm (ET) on February 7, 2020, up to ten (10) Qualifiers selected by Station will continue to the next round of the Contest based on any lawful criteria Station judges deems desirable as set forth above in Section 11(a)(i) of these Contest rules.
  - d. At approximately 5:00pm (ET) on February 7, 2020, Station will post the photos submitted by each of the remaining ten (10) selected Qualifiers to continue in the Contest on the Station's website at [www.98pxy.com](http://www.98pxy.com). Listeners and website visitors will then be able to view and vote (*as set forth in Section 11(a) above*) for their favorite Qualifier photo(s) until 12:00pm (ET) on February 12, 2020.
12. After 12:00pm (ET) on February 12, 2020, Station staff and/or management will select the one (1) potential grand prize winner and the one (1) potential runner-up from among the final ten (10) Qualifiers, based on evaluation of the submitted photos (in their subjective opinion) and/or any other any lawful criteria Station judges deem desirable, subject to verification of eligibility and compliance with these Contest rules. Station judges may take the number of votes received into consideration (but is not obligated to) ***but voting will not be the determining factor in the selection of the grand prize winner or the runner-up.***
13. Station will announce the names of both the one (1) grand prize winner and the one runner-up of this Contest on air between approximately 7:00am (ET) and 10:00am (ET) on February 13, 2020. Neither the potential grand prize winner nor the runner-up need listen in order to win. Station will contact both the potential grand prize winner and the runner-up. Should the potential grand prize winner not meet the eligibility requirements or is disqualified for any other reason, the runner-up of this Contest shall become the grand prize winner, subject to verification of Contest eligibility and compliance with the Contest rules, and an alternate potential runner-up may be selected by Station. In the event such alternate grand prize winner or such alternate runner-up do not meet eligibility requirements or are disqualified, Station shall not be obligated to make any additional alternate grand prize winner or runner-up selections, and in such event, no grand prize or runner-up prize will be awarded in this Contest.

## PRIZES

---

14. Station will award one (1) grand prize in this Contest to the one (1) verified grand prize winner of the Contest, subject to verification of Contest eligibility and compliance with the Contest rules. The one (1) grand prize is valued at approximately \$1,448 USD and consists of the following:
- A two (2) night stay in a Premium Loft Suite for a family of up to six (6) at Great Wolf Lodge Niagara Falls Ontario; breakfast buffet, lunch and dinner buffet per person for up to six (6) individuals for each of up to two (2) days; one (1) Paw Pass per child\* (\*Paw Pass includes: one (1) MagiQuest game, one (1) MagiQuest classic wand or classic topper, one (1) quarter pound of fudge, one (1) animal from the Great Wolf Stuffing station (outfit not included), one

(1) 5x7 Paw Prints water park action photo, thirty (30) Paw Points and game card for Northern Lights Arcade, one (1) gift at Scoops Kid Spa, two (2) games of bowling at Ten Paw Alley or one (1) game at Wacky Wilderness Mini Golf, one (1) color your own item in the Cub Club, and one (1) pair of wolf ears); two (2) 55 minute Spa Treatments; and welcome amenity. Valid through 6/30/21. Some restrictions may apply.

15. Station will award one (1) runner-up prize in this Contest to the one (1) verified runner-up of this Contest, subject to verification of Contest eligibility and compliance with the Contest rules. The one (1) runner-up prize is valued at approximately \$686 USD and consists of the following:
  - a. A one (1) night stay in a Premium Loft Suite for a family of up to six (6) at Great Wolf Lodge Niagara Falls Ontario; breakfast buffet, lunch and dinner buffet per person for up to six (6) individuals; one (1) Paw Pass per child\* (\*Paw Pass includes: one (1) MagiQuest game, one (1) MagiQuest classic wand or classic topper, one (1) quarter pound of fudge, one (1) animal from the Great Wolf Stuffing station (outfit not included), one (1) 5x7 Paw Prints water park action photo, thirty (30) Paw Points and game card for Northern Lights Arcade, one (1) gift at Scoops Kid Spa, two (2) games of bowling at Ten Paw Alley or one (1) game at Wacky Wilderness Mini Golf, one (1) color your own item in Cub Club, and one (1) pair of wolf ears.) Valid through 6/30/21. Some restrictions may apply.
16. **Grand prize winner, runner-up prize winner, and each their respective guests must have valid documentation to travel to and from Canada, which may include but not be limited to, valid U.S. passport, passport card, NEXUS card, enhanced New York State driver's license, and/or birth certificate. Obtaining and/or maintaining possession of valid travel documentation is the sole responsibility of grand prize winner, runner-up, and each of his/her respective guests.**
17. The one (1) grand prize in this Contest will be awarded only to the one (1) Entrant who has been both selected and verified as the one (1) grand prize winner of the Contest. The one (1) runner-up prize in this Contest will be awarded only to the one (1) Entrant who has been both selected and verified as the one (1) runner-up. Neither the one (1) child depicted in the one (1) verified grand prize winner's photo nor the one (1) child depicted in the one (1) verified runner-up photo will be entitled to win any prizes in this Contest.

#### **SPONSORS**

- 
18. The sponsors of this Contest are Great Wolf Lodge and Entercom New York, LLC.

#### **OTHER RULES THAT APPLY TO THIS CONTEST**

- 
19. **In order to receive the Grand Prize or the Runner Up Prize, the Grand Prize Winner (and the Runner Up) will be required to produce documentation (including but not limited to a birth certificate or court order appointing a legal guardian) establishing that (i) they are the parent or legal guardian of the child depicted in the selected photograph; and (ii) the depicted child meets the Age Requirement. Grand Prize Winner (and Runner Up) must present the required documentation in person at Station's studios at High Falls Studios, 70 Commercial Street, Rochester, NY 14614 when picking up Grand Prize or Runner Up Prize.**
  20. Station is conducting this Contest using proprietary software owned by a third party known as Second Street. Second Street is not a sponsor of this Contest but entrants may be required, as part of the entry process, to agree and consent to Second Street's Terms of Service and Privacy Policy (both of which are available via a link during the Contest entry process) (collectively, the "Second Street Policies") and may be required to register with Second Street. While agreement to the Second Street Policies is required in order to enter this Contest, the Second Street Policies are not a part of these Contest rules but are a separate agreement between the entrant and Second Street. With respect to the conduct of this Contest by Station, in the event of any conflict

between the Second Street Policies and the Station Contest rules, the Station's Contest rules govern.

21. Station is not responsible for any error or technical malfunctions associated with the UPickEm site that may affect any entrant's ability to enter, win, or be properly considered in this Contest, regardless of the cause. In the event of a malfunction associated with the UPickEm site that Station (in its sole discretion) deems to materially and adversely affect this Contest, Station reserves the right to suspend this Contest, terminate this Contest without a winner, terminate this Contest and select a winner early, provide alternative means of entry or any other changes to these Contest rules that Station deems appropriate under the circumstances. Any such changes, terminations or suspensions will be announced on air and/or posted on the Station's website, if applicable.
22. Employees of Second Street and its affiliates, their respective parents, affiliates, subsidiaries, advertising sponsors and promotional agencies, and the immediate family members of each are not eligible to win in this Contest.