# FM100 Cutest Couple Photo Contest Rules

These contest rules are specific to the above contest conducted by Audacy Tennessee, LLC d/b/a WMC-FM (collectively, 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 on the Station's website at fm100memphis.com/rules. As a preventative measure in light of the COVID-19 (Coronavirus) pandemic, a copy of the specific contest rules and the Station's general contest rules will not be available at the Station's studios. 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 OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST
- To enter, from July 19, 2021at 9:00am (CT) through 11:59pm (CT) on August 6 2021, go to <u>www.fm100mempis.com</u>, click on the Cutest Couple Photo Contest link and complete the on-line entry form with:
  - (a) your contact information (name, address, daytime telephone number, email address)
  - (b) upload a color photograph of yourself and your significant other. The uploaded photos must be in one of the following photo formats: .jpeg, and
  - (c) upload a signed copy of the "Consent & Release" form attached at the end of these rules, signed by EVERY person depicted in the photo (no matter how far away or obscure they are in the photo). The signed document must be uploaded in one of the following file formats: .pdf In the event that the number of people visible in the photo does not match the number of people who sign the Consent & Release, that entry will be disqualified (with no notice to the entrant).
- 3. ENTRANT AND ALL PEOPLE VISIBLE IN THE PHOTO MUST BE 18 YEARS OF AGE OR OLDER ON THE DATE OF ENTRY IN THIS CONTEST IN ORDER TO BE ELIGIBLE TO WIN ANY PRIZE IN THIS CONTEST.
- 4. By entering this contest the entrant consents to use of the photograph by Station in any manner it sees fit with no compensation to the entrant. By submitting a picture, each Entrant represents and warrants that they own the rights to, or have obtained permission to use, the picture submitted with each entry. Further, each Entrant authorizes the Station to post the photograph on the Station website(s), Facebook page or via other social media sites.
- 4. Photograph entries must not contain any indecency, profanity or obscenity as determined by Station in its sole discretion. Photograph entries must not contain or depict any registered trade/servicemark or other copyrighted material other than those owned or licensed by the entrants or the Station or a Contest Sponsor. BY ENTERING THIS CONTEST AND SUBMITTING PHOTOGRAPH, THE ENTRANT IS REPRESENTING 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. By submitting a picture, Entrants agree to indemnify Station should any representations and warranties in these contest rules prove to be false or inaccurate.
- 5. By entering this contest, Entrants understand and agree that Station may elect to use any entry submitted for entertainment purposes 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 regarding such Entrant's entry.

### **How to Win**

6. Starting on or about 9:00am (CT) on July 19, 2021 through approximately 11:59pm (CT) August 6, 2021, some or all of the photo entries received by Station will be posted on-line at <a href="https://www.fm100memphis.com">www.fm100memphis.com</a> so that listeners and visitors may vote for their favorite entry. LISTENER VOTING IS FOR ENTERTAINMENT PURPOSES ONLY AND WILL NOT BE A DETERMINING FACTOR IN SELECTING WINNERS. LISTENER VOTES MAY BE TAKEN INTO CONSIDERATION, BUT WILL NOT BE A SIGNIFICANT DETERMINING FACTOR AS TO WHICH ENTRANT WILL BE CONTEST WINNER.

7. On or about August 9, 2021, Station staff and/or management will select one (1) winner (subject to eligibility verification and compliance with these contest rules) as the photograph that Station judges deem the best based on any lawful criteria as determined by the Station in its sole discretion.

#### Prize(s)

7. One (1) prize will be awarded in this Contest. The verified winner in this contest will receive:

\$3000 gift certificate to be redeemed at Robert Irwin Jewelers, located at 376 Perkins Ext Memphis, TN 38117. Gift Certificate expires 12/31/21. No cash value. Must be redeemed in Robert Irwin Jewelers Memphis Location. Balance may only be applied toward a piece or pieces of jewelry; no change will be given. Not redeemable for cash, not replaced if lost, stolen or damaged.

#### Sponsor(s)

8. The sponsors of this contest are: Audacy Tennessee LLC, Robert Irwin Jewelers

## Other Rules Specific to This Contest

9. The only person entitled to win any prize in this contest is the winning entrant. Persons depicted in any photo submitted are not entitled to win any prize.

# FM100 Cutest Couple PHOTO CONTEST Consent & Release

This CONSENT & RELEASE must signed below by <u>all persons who appear in the photo submitted</u>. All references below to "I" and "my" refers to each and every person who signs the form below.

By signing below, I, the undersigned, intending to be legally bound, do hereby irrevocably agree to all of the following:

- 1. I authorize and consent Audacy Tennessee, LLC ("Audacy") d/b/a WMC-fFM ("Station") and the contest sponsors (collectively, "Sponsor") the right to use, publish, and exploit for any and all advertising, endorsement, commercial and trade purposes whatsoever (including but not limited to advertising, promoting or publicizing the Station, Entercom, Sponsor and/or its products and services) my name, likeness, portrait, recorded voice and image, statements made by me and biographical material.
- 2. I hereby release and discharge Entercom from any and all claims and liability for compensation, damages, or injury, including but not limited to claims for libel, false light, invasion of privacy, or other infringements of personal, property or proprietary rights of any nature, foreseen or unforeseen, associated with or arising out of the commercial or other uses of these images regardless of the nature of such use.
- 3. I authorize Entercom to post the photograph on the <u>wwwFM100memphis.com</u> website, Facebook page or via other social media sites.
- 4. I understand and agree that Station may elect to use the photo submitted for entertainment purposes and may choose to comment on, mock, poke fun at, and/or mimic any entry submitted. I waive any right to make any claim against Station or any contest sponsors with respect to any comments disparaging or otherwise made regarding the photo or my depiction in the photo.
- 5. I hereby waive any right that I may have to inspect and / or approve the finished product, advertising copy or printed matter and am aware that any and all photos may be edited and juxtaposed with other material.
- 6. I have read this release and fully understand its contents. I acknowledge that this release was willingly and voluntarily signed. I affirm that I am 18 years of age or older and that I intend to be legally bound by the terms of this release.
- 7. I also acknowledge and agree that electronically transmitted signatures on this Consent & Release are deemed to be and are acceptable as if they were original signatures. I agree to keep the original of this Consent & Release for at least 6 months after I submit the photo and to provide it to Entercom, upon Entercom's request, at any time prior to 6 months after this photo is submitted to Entercom whether or not Entercom elects to post this photo.

AGREED TO BY (must be signed by entrant(s) and <u>all</u> persons who appear in the photo submitted in this promotion before this submitted to Entercom):

Print Name
Signature
Street Address
City / State / Zip Code
Phone Number
Date:

Print Name
Signature
Street Address
City / State / Zip Code
Phone Number  Date:
Print Name
Signature
Street Address
City / State / Zip Code
Phone Number  Date:
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**Print Name** 

	Signature	
	Street Address	
	City / State / Zip Code	
Date:	Phone Number	
	Print Name	
	Signature	
	Street Address	
	City / State / Zip Code	
	Phone Number	
Date:		