

## The Star 94 Speak Your Tooth Contest Rules

These contest rules are specific to the above contest conducted by Entercom Atlanta LLC d/b/a **WSTR Star 94.1** (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 1201 Peachtree St, N.E. Suite 800, Atlanta, GA 30361 during regular business hours (Monday through Friday 8:30am-5:30pm) and on the Station’s website at [www.star941atlanta.com/rules](http://www.star941atlanta.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 and How to Win

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1. No purchase necessary to enter or to win “The Star 94 Speak Your Tooth” contest (the “**Contest**”).
2. From Monday, October 12, 2020 at 12:01 AM (ET) through Sunday, November 8, 2020 at 11:59 AM (ET), enter by going to the Station’s website at [www.star941atlanta.com](http://www.star941atlanta.com), clicking the Contest banner on the homepage, and completing and submitting the online entry form with all required information, including, in four hundred (400) words or less, a story telling us why you (the “**Entrant**”) or your one (1) child who is twelve (12) years of age or older (the “**Child Nominee**”) deserves the “The Star 94.1 Deserving Smile Makeover” from Professional Dental Alliance of Georgia, LLC (“**Sponsor**”).
  - a. By submitting an entry in this Contest, Entrant represents and warrants, and acknowledges and agrees, as follows:
    - i. Entrant is eighteen (18) years of age or older and a legal U.S. resident of Georgia at time of entry.
    - ii. Entrant is the parent or legal guardian of Child Nominee, and Child Nominee is twelve (12) years of age or older at time of entry.
    - iii. The entry is original and does not contain any copyrighted, plagiarized or defamatory material and agree that Sponsors may read any entry submitted on the air (in whole or in part, edited or unedited) and use entries as the subject of commentary, humorous or otherwise.
    - iv. **Entrant waives any right to make any claim against Sponsors with respect to any disparaging or other comment made on-air about such entrant’s entry and hereby agrees to indemnify and hold Station and Sponsor harmless from any and all claims, demands, complaints, loss, damage or expenses (including without limitation reasonable attorney’s fees) resulting from the information/content contained in each entrant’s entry about themselves, their Child Nominee or any other person mentioned or referenced therein (including, without limitation, if the information/content is communicated by Station or Dr. Douglas Wright and Associates at Owl Orthodontics verbatim or in any paraphrased form).**
  - b. Entry need not be truthful.
  - c. **ENTRIES THAT CONTAIN MORE THAN FOUR HUNDRED (400) WORDS WILL NOT BE DISQUALIFIED, BUT STATION WILL ONLY BE OBLIGATED TO READ THE FIRST FOUR HUNDRED (400) WORDS OF ANY ENTRY SUBMITTED.**
  - d. Entries **MUST** contain the Entrant’s complete legal name, address, and daytime and evening telephone number.
  - e. Station is conducting this contest using proprietary software owned by a third party known as Second Street Media, Inc. (“**Second Street**”). The entry/registration process may require you to either log into an existing account, or create a free account with the game administrator, 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 entry/registration form by submitting the Entrant's full name, address of legal residence, phone number (including area code), age, username (subject to acceptance by contest software to eliminate duplicate usernames), password, e-mail address, and other information requested (some of which may be optional). Limit one (1) Second Street account per email address. Limit one (1) entry per Second Street account.

- f. 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 Station; 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.
3. After 11:59 PM on November 8, 2020, a panel of Station-selected judges comprised of Station staff and/or management, along with Sponsor-selected representatives (collectively, the "**Judges**") will review all eligible entries received and select up to one (1) grand prize winner based upon any lawful criteria the Judges deem desirable, subject to verification of eligibility and compliance with these contest rules (the "**Grand Prize Winner**"). All decision by the Station and the Judges in this Contest are final and may not be disputed or appealed. The winner will be announced on the Station. Grand Prize Winner need not be listening and will be contacted via telephone at 12:00pm on date of on-air announcement.
    - a. The Grand Prize winner will be required to: (1) sign a Station release and statement of eligibility as described in Section 3(c) below and (2) contact Sponsor for an initial consultation within 30 days of being acknowledged as the Grand Prize Winner.
    - b. The Grand Prize Winner or the Grand Prize Winner's Child Nominee must be medically eligible for the potential treatment. The Grand Prize is intended for The Grand Prize Winner or the Grand Prize Winner's Child Nominee ONLY, and no other person. The nature, extent and number of any required exams to determine such eligibility shall be in Sponsor's sole discretion. The determination of whether the Grand Prize Winner or the Grand Prize Winner's Child Nominee is medically eligible for the potential treatment shall be determined solely by Sponsor. In the event that the Grand Prize Winner or the Grand Prize Winner's Child Nominee is determined not to be medically eligible, Sponsor will notify Station of such fact and the Grand Prize Winner will forfeit the Grand Prize. In no event will Station be required to select another Grand Prize Winner.
    - c. Grand Prize Winner, either on their or on behalf of their Child Nominee will be required to sign a Release of Liability Agreement and Affidavit of Eligibility (collectively, "Releases") that, among other things, relieves WSTR, Entercom Atlanta, LLC, Sponsor and the facility at which the service or consultation are performed and each of their respective employees, agents, representatives, officers, director and affiliated companies from any and all liability with respect to the receipt and/or use of any of the prizes and participation in the contest. If Grand Prize Winner refuses to sign or does not return the Releases to Station, as instructed, on or before five (5) days after Grand Prize Winner's receipt of the release, the Grand Prize will be forfeited and the Grand Prize Winner disqualified. In no event will Station be required to select another Grand Prize Winner.

#### **Prize(s)**

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4. Subject to the requirements, restrictions, availability and limitations described in these Contest rules, the one (1) verified Grand Prize Winner will receive \$6,000 towards traditional braces or Invisalign braces for the Grand Prize Winner or their Child Nominee, as applicable. Decision between traditional braces and Invisalign will be made collectively between Grand Prize Winner, on their own behalf or on behalf of their Child Nominee, and Sponsor, based upon medical eligibility. Any expenses above \$6,000 will be the responsibility of the Grand Prize Winner.

5. The scheduling of treatment and any necessary preliminary or post appointments will be based on availability.
6. The Grand Prize is only redeemable at one of the following five Sponsor locations:
  - a. **3450 Cobb Pkwy., Suite 160, Acworth, Georgia, 30101**
  - b. **4374 Atlanta Hwy., Ste. 111, Hiram, GA 30141**
  - c. **1867 Jonesboro Rd., Ste. 12, McDonough, GA 30253**
  - d. **10377 Industrial Blvd., Covington, GA 30014**
  - e. **1111 Johnson Ferry Rd., Suite 100, Marietta, GA 30067**
7. **In addition to all other rules, required releases, and restrictions described in or through these contest rules, by entering this contest all entrants are deemed to acknowledge and agree that (1) the decision to undertake any dental, medical, surgical or similar procedure is a serious decision and that there may be significant health risks, including, without limitation, death, and (2) that Sponsors and each of their respective employees, agents, representatives, officers, director and affiliated companies assume no responsibility, risk or liability for any results, conditions or consequences, directly or indirectly arising from any surgical procedures (including, without limitation, any associated exams, appointments, tests, preliminary or follow-up procedures or appointments) associated with this contest.**
8. Regardless of the circumstances, there will be no cash alternatives for prizes. No transfer or assignment of the grand prize (or any part thereof) by the grand prize winner to another person is allowed.
9. **BY ACCEPTING ANY PRIZE IN THIS CONTEST, THE GRAND PRIZE WINNER ACKNOWLEDGES AND AGREES THAT CERTAIN HEALTH RISKS ARE INHERENT IN ANY PRIZE INVOLVING MEDICAL OR DENTAL PROCEDURES, INCLUDING, WITHOUT LIMITATION, SOME OR ALL OF THE HEALTH RISKS INCLUDED IN THOSE DOCUMENTS ATTACHED HERETO AS ATTACHMENT A.** Please note that, if applicable, the Grand Prize Winner will be required to sign on behalf of his or her Child Nominee, among other things, one or more of the consent agreements attached hereto as Attachment A (as applicable) “as is” and failure to do so will result in forfeiture of all or the affected portion of any prize in this contest, as determined by Station and/or Dr. Douglas Wright and Associates at Owl Orthodontics in their sole discretion.

#### **Sponsor(s)**

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10. The sponsors of this contest are: Entercom Atlanta LLC and Professional Dental Alliance of Georgia, LLC.

#### **Other Rules Specific to This Contest**

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11. 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.
12. Station is not responsible for any error or technical malfunctions associated with the Second Street 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 Second Street 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.

13. 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.

**ATTACHMENT A**  
**CONTEST RELEASE & CONSENT AGREEMENT AND ELIGIBILITY AFFIDAVIT**  
**THIS INCLUDES A RELEASE OF LIABILITY - READ BEFORE SIGNING!**

In consideration of awarding the prize described below in The Star 94.1 "Speak Your Tooth" contest from Entercom Atlanta, LLC, d/b/a WSTR (hereinafter referred to as "Station"), I do hereby irrevocably agree and consent to the following:

- (1) I hereby affirm that I am least eighteen (18) years of age or older, a legal resident of the State of Georgia, if applicable the parent or legal guardian of the child that I nominated in my entry to this contest, and I am not (and no one in my family is) employed by the Station or Professional Dental Alliance of Georgia, LLC ("Sponsor") or their respective parents or affiliates.
- (2) Station, Sponsor and their respective affiliates, parents, employees, agents and sponsors may use for advertising and/or promotional purposes, mine or my child's name, image, voice, likeness, entry submissions, and/or biographical information on radio or TV broadcasts, newspaper advertisements and/or any other medium whatsoever in connection with my participation in this contest and my child's utilization of the Prize without the payment of any additional compensation to me. I understand that I will be required to execute a revocable Patient Release Authorization under the Health Insurance Portability and Accountability Act in connection with being awarded the Prize.
- (3) The "Prize" to be awarded to my child is, subject to the requirements, restrictions, availability and limitations described in the attached contest rules, \$6,000 towards traditional braces or Invisalign for myself or my child, as applicable. I understand that notwithstanding the foregoing, the actual procedures that my child will be entitled to as part of the Prize will be in the sole and professional discretion of the orthodontists at Sponsor. In the event that I elect to accept other unrelated or extra services from Sponsor, they will communicate to me in advance that it is not included in the Prize and if I elect to continue with that additional service that I will be solely responsible for the cost of such unrelated/extra services.
- (4) I acknowledge that my acceptance of the Prize requires that I agree to submit my child to a variety of medical and/or psychological examinations, questionnaires, tests, and related procedures including, without limitation, potentially surgery (collectively, "Procedures and Examinations"). I acknowledge the activity associated with this contest may be potentially hazardous, and hereby reasonably believe that I, or my child, as applicable, is physically, psychologically and medically able to utilize the Prize. I assume all risks associated with this contest and the grand prize on my own behalf, or on behalf of my child, as applicable, by this document and in consideration of the opportunity afforded to me in connection with my participation in and acceptance of said contest Prize, the receipt of which I hereby acknowledge, I remise, release, waive, and forever discharge and agree to indemnify and hold harmless Station, Sponsor, the facilities where any Procedures and Examinations take place, and their respective affiliates, parents, assigns, successors, employees, sponsors, agents and all others connected with

them and this contest from any and all liability, claims, actions and damages including, but not limited to, any claims for personal injury and negligence including but not limited to an act or omission, whether negligent, intentional or otherwise caused by Station, its affiliates, parents, assigns, successors, employees, sponsors, agents and all others connected with them and the Contest and Prize arising in any manner whatsoever from (a) my participation in this contest, including, without limitation, any Procedures and Examinations; and (b) the receipt, use and result of the Prize on behalf of yourself or your child.

- (5) I understand and agree that I may be required to sign one or more consents or liability release agreements associated with this contest and that in no event will the execution of any one such document invalidate the execution of the others. All such agreements, consents, releases and other documentation shall be and remain enforceable against me, regardless of the date of execution.
- (6) I hereby agree that I will be entirely responsible for all income taxes, including all state, federal and local (if applicable) on my Prize for which I may receive a Form 1099 for the year 2020. The estimated actual Prize value will be based on a good faith estimate of Sponsor of the value of the actual services provided (and this will be the amount for which the winner will receive a 1099, regardless of whether the services are completed in 2020 or not). In no event will the Prize provided exceed a value of \$6,000. I certify that I release Station, Sponsor and contest sponsors from responsibility for withholding any taxes.
- (7) I acknowledge that this Prize may only be used by me, for myself or for my child, and is not transferable nor is it redeemable for cash. I understand that if I do not provide Station or its sponsor (as applicable) with my valid social security number or any other required information that I will not be entitled to receive any prize(s).
- (8) I expressly consent on behalf of myself, or my child as applicable, to any physical contact that might naturally result from the Procedures and Examinations described above and in the Contest Rules and any necessary preliminary or follow-up treatments, exams, tests or procedures. I UNDERSTAND THAT IT IS MY SOLE RESPONSIBILITY TO READ, UNDERSTAND AND ACCEPT (or reject the associated procedure) ANY AND ALL HEALTH RISKS COMMUNICATED TO ME BY THE DOCTOR ASSOCIATED WITH ANY SPECIFIC PROCEDURES DETERMINED BY DR. DOUGLAS WRIGHT OR ANY OF HIS ASSOCIATES TO BE NEEDED TO ADDRESS MY DENTAL ISSUES.
- (9) I understand that I am required to provide truthful information to Sponsor and any and all subsequent Procedures and Examinations and that if at any time it is determined that I provided inaccurate information, I may be disqualified from this contest and/or any prize that I was awarded will be forfeited, in Station's sole discretion.
- (10) I have read the above and understand what I have read. I acknowledge and understand that in signing this Agreement.

LEGAL NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

DAYTIME PHONE #: \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_