HAMBURG OVERHEAD DOOR - UGLIEST GARAGE DOOR 2019
CONTEST RULES

These Contest rules are specific to the above Contest conducted by Entercom New York, LLC d/b/a WBEN-AM, WGR-AM, WKSE-FM, WLKK-FM and WTSS-FM (collectively, the "**Station**"). Except to the extent specifically set forth below with respect to this specific Contest, the WBEN general contest rules apply to this Contest as well and are available at www.wben.com/rules. A copy of these specific Contest rules and the WBEN general contest rules are available at the Station's studios at 500 Corporate Pkwy, Suite 200 Amherst, NY 14226 during regular business hours and on Stations' websites at www.wben.com/rules, www.wgr550.com/rules, www.kiss985.com/rules, www.alternativebuffalo.com/rules, and www.mystar1025.com/rules. **To the extent that the WBEN general contest rules differ from these rules, these rules will govern and control with respect to this Contest.**

THIS CONTEST IS BEING CONDUCTED BY WBEN-AM, WGR-AM, WKSE-FM, WLKK-FM & WTSS-FM.

LISTENERS OF ALL FIVE STATIONS, AND VISITORS TO ALL FIVE STATION'S WEBSITES MAY ENTER THIS CONTEST.

How to Enter

1. NO PURCHASE IS NECESSARY TO ENTER OR WIN THIS HAMBURG OVERHEAD DOOR UGLIEST GARAGE DOOR 2019 CONTEST (the "**Contest**").

2. Each person entering this Contest ("**Entrant(s)**") must be 21 years of age or older on the date of entry in order to be eligible to win any prize in this Contest.

3. Entrant or his/her legal spouse must be the record owner of a stand-alone or multi-family home (co-ops and condos are excluded) on the day of entry, that is located within the Buffalo metropolitan area, as reasonably determined by Hamburg Overhead Door as part of their usual service area, in order to be eligible to win the Grand Prize in this Contest.

4. To enter, from July 22, 2019 at 12:01am (ET) through August 4, 2019 at 10:00pm (ET), go to www.wben.com, www.mystar1025.com, www.wgr550.com, www.alternativebuffalo.com, or www.kiss985.com and click on the "Hamburg Overhead Door Ugliest Garage Door Contest" link, complete the online entry form (the "**Submission**"), including essay telling us why you need a new garage door (essay need not be truthful and Station is only obligated to read the first 120 words) and all other required information, click on the "Upload Photo" tab, and:
    a. Attach photo of your garage door and comply with the following guidelines:
    b. Click the "I agree" box confirming each of the following:
        i. Entrant represents and warrants that he/she is twenty-one (21) years of age or older as of date of entry to this Contest,
        ii. Entrant represents and warrants that the Submission is a photograph of the residential garage door of a stand- alone or multi-family house legally owned by the entrant or his/her legal spouse on the date of entry \ and is located within the greater Buffalo area.
        iii. Entrant represents and warrants that the Submission does not use or incorporate any third party image(s), likeness(es), artwork, photograph(s), or any other third party copyrighted materials, or any third party trademarks or servicemarks (other than those of Station).
        iv. Entrant acknowledges and agrees that by submitting a Submission 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.
        v. Entrant understands and agrees 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.
        vi. Entrant agrees and acknowledges that Station, all Contest sponsors, and their respective affiliates, parents, employees, agents and all other related sponsors may use the Entrant's name, image, Submission, other entry materials and/or biographical information 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.

vii. Entrant understands and agrees that Station shall be the sole and exclusive owner of the Submission submitted, whether or not the Submission is selected as a winner, and entrant agrees to sign any documents requested by Station to evidence such transfer of ownership.

viii. Entrant acknowledges and agrees that the Contest rules are available to him/her at www.wben.com/rules and during normal business hours between 8am (ET) and 5pm (ET) Monday through Friday at the Station's studios located at 500 Corporate Parkway, Suite 200 Amherst, NY 14226, that he/she has had an opportunity to review them before entering this Contest, and agrees to be legally bound by the Contest rules.

5. **WHETHER OR NOT SELECTED AS A FINALIST OR THE GRAND PRIZE WINNER, ALL ENTRIES BECOME THE SOLE PROPERTY OF STATION AND SPONSORS AND MAY BE USED BY STATION AND SPONSORS IN ANY MEDIUM IT DEEMS DESIRABLE NOW OR IN THE FUTURE WITHOUT ANY COMPENSATION TO THE ENTRANT(S), OR ANY OF THE PERSONS WHO APPEAR IN OR PROVIDE MATERIALS FOR THE SUBMISSION, INCLUDING, WITHOUT LIMITATION, POSTING THE ARTWORK ON THE STATION OR SPONSORS WEBSITES AND/OR SOCIAL MEDIA PAGES.**

6. **FAILURE TO SUBMIT AND/OR COMPLY WITH THE ITEMS AS REQUESTED/REQUIRED ABOVE MAY RESULT IN IMMEDIATE DISQUALIFICATION. STATION HAS NO OBLIGATION WHATSOEVER TO NOTIFY ANY ENTRANT(S) IF AN ENTRY HAS BEEN DISQUALIFIED.**

How to Win

7. On or around August 5, 2019, members of the Station staff (the "**Judges**") will review all entries and select up to ten (10) Submissions based on any lawful criteria that they deem desirable, which may include, without limitation, (a) look of the garage door, (b) need for a new garage door, and/or (c) essay submission, subject to verification of eligibility and compliance with the Contest rules (each a "**Finalist**" and collectively, the "**Finalists**"). Finalists will be notified no later than August 6, 2019 by telephone at the number they designated in his or her entry. Notification to Finalists may be made by message on their voicemail, with no responsibility for Station for any failure of the answering machine.

8. From approximately August 7, 2019 at 12:01am through August 18, 2019 at 10:00pm (ET), the Submissions submitted by each of the up to ten (10) Finalists will be posted on the Stations' websites. During some or all of that period, listeners and visitors may view, and vote for, their favorite Finalist online at the Station websites. LISTENER VOTING **IS FOR ENTERTAINMENT PURPOSES ONLY AND** WILL NOT BE THE DETERMINING FACTOR IN SELECTING THE RUNNER-UP PRIZE WINNERS AND GRAND PRIZE WINNER. LISTENER VOTES MAY BE TAKEN INTO CONSIDERATION (BUT NEED NOT BE AT ALL) BY OUR JUDGES, BUT WILL NOT BE A SIGNIFICANT DETERMINING FACTOR **IN DETERMINING THE** RUNNER-UP PRIZE WINNERS AND GRAND PRIZE WINNER.

9. On or about August 19, 2019, the Judges will review the Submissions of each of the ten (10) Finalists and select one (1) Finalist they like best based on any lawful criteria they deem desirable to be the winner of the one (1) grand prize in this Contest (*as described in Section 14 below*), subject to verification of eligibility and compliance with the Contest rules (the "**Grand Prize Winner**"). Then, the Judges will select the two (2) Finalists they like second best based on any lawful criteria they deem desirable to be the winner of the two (2) runner-up prizes in this Contest (*as described in Section 13 below*), subject to verification of eligibility and compliance with the Contest rules (the "**Runner-Up Prize Winners**") and The Grand Prize Winner will be announced on-air on WBEN, WGR, Star 102.5, Kiss 98.5 and Alternative Buffalo in the Morning on August 20, 2019. Grand Prize Winner need NOT be listening in order to win and will be contacted via telephone after on-air announcement.

10. In the event that any Finalist, Runner-Up Prize Winner or the Grand Prize Winner or his/her home is found to be ineligible, he/she shall be disqualified. In the event that an Entrant is disqualified for any reason after he/she has been selected as a Finalist, Runner-Up Prize Winner or the Grand Prize Winner, Station is NOT obligated to select a replacement Finalist, Runner-Up Prize Winner or Grand Prize Winner (but reserves the right to do so in its sole discretion, time permitting).

11. **FINALISTS NOT SELECTED AS THE RUNNER-UP PRIZE WINNERS OR GRAND PRIZE WINNER IN THIS CONTEST WILL NOT BE ELIGIBLE TO RECEIVE ANY PRIZE IN THIS CONTEST.**

12. Odds of becoming a Finalist in this Contest depend upon the number of entries received and the Judges' subjective opinion of the submitted design.

Prize(s)

13. The up to two (2) verified Runner-Up Prize Winners in this Contest will receive, as determined by Station or one of its Promotional Partners in their sole discretion, a garage door: Up to a 16x8 foot size with glass (Clopay model 4050 or 4053 with DSB windows and inserts). Valued at approximately $1,803 and includes all materials and installation by Hamburg Overhead Door. Available in white, almond, desert tan, standstone, chocolate, hunter green, gray or bronze. Limited lifetime paint system, 3-year hardware/10 year window warranty. Style to be determined by the Grand Prize Winner based on then available options (some styles may be excluded).

14. The one (1) verified Grand Prize Winner in this Contest will receive, as determined by Station or one of its Promotional Partners in their sole discretion, a garage door: Up to a 16x8 foot size with glass (Clopay model 9130 or 9133 with DSB windows and inserts). Valued at approximately $2,246 and includes all materials and installation by Hamburg Overhead Door. Available in white, almond, desert tan, standstone, chocolate, hunter green, gray or bronze. Limited lifetime paint system, 3-year hardware/10 year window warranty. Style to be determined by the Grand Prize Winner based on then available options (some styles may be excluded).

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Runner-Up Prize Winners and Grand Prize Winner will receive the size garage door that fits current opening of the Entrants' single or multi-family home owned by Entrant and/or his/her spouse and no other people on the date of entry and installation and is located within the greater Buffalo service area as determined by Hamburg Overhead Door ("**Eligible Home**"). There must be a garage door currently in place. There may not be an opening boarded up or covered by a tarp. Winner must provide a prepared opening for the garage door to be installed in (If one is not available, Hamburg Overhead Door will provide a quote to prepare it for installation which will be the sole responsibility of the Grand Prize Winner in accordance with Section 17 below). Garage must be plumb. Winner must provide a clean and safe working environment for Hamburg Overhead Door to install the garage door. Failure to provide any of the foregoing may result in disqualification of the Entrants.

The record owner of the property where the Runner-Up Prizes and Grand Prize will be installed must have a standard homeowner's insurance policy on the home before any work will commence. Station may require proof of such policy.

15. If Runner-Up Prize Winners or Grand Prize Winner wishes to extend or make garage door larger or any other change from the specific Runner-Up Prize or Grand Prize and limitations described above, Hamburg Overhead Door may provide a quote for additional work and, if agreed to by Runner-Up Prize Winners or Grand Prize Winner in writing, will be the sole responsibility of the Winner.

16. This Runner-Up Prize and/or Grand Prize (in its entirety) will be forfeited if the selected winner or his/her legal spouse on the date of entry, winning and installation is not the record owner of a stand-alone or multi-family home (co-ops and condos are excluded) that is located within the Buffalo metropolitan area (as reasonably determined by Hamburg Overhead Door as part of their usual service area) or Station reserves the right to require that the selected winner provide one or more documents to evidence eligibility and qualification (including, without limitation, deeds and/or leases). Failure to provide any requested documents by the deadline requested by the Station will result in automatic disqualification -- in which case, an alternate winner will be selected by Station in this Contest from among all other qualifiers."

17. Like all work in a home, there is always the possibility of significant delays (due to delays in obtaining materials, supplies, third party contractors, etc…) before, during or after the construction of work and/or increased costs or time due to unforeseen circumstances or conditions. Runner-Up Prize Winners and Grand Prize Winner understands and accepts any such risk of delay or increased costs in excess of the line item caps above. Runner-Up Prize Winners and Grand Prize Winner understands and agrees that Station is not responsible for any delays or increased costs.

18. Winners may be allowed to upgrade or purchase additional services not specifically listed in these official Contest rules and must negotiate said purchased upgrades or additional services directly with the Participating Provider. It is Winner's sole responsibility for contracting and remitting payment for these additional services. Station has no liability to Winners or to the Participating Providers for the purchase of these upgrades or additional services. Station has no obligation whatsoever to Winner for any such additional services or goods (of the failure of Participating Provider) to provide or adequately provide any such additional services or goods. All such arrangements are made by the Winners at their sole cost, expense and risk.

19. BY ENTERING THIS CONTEST, RUNNER-UP PRIZE WINNERS AND GRAND PRIZE WINNER UNDERSTANDS AND AGREES THAT HE/SHE IS RESPONSIBLE FOR ANY LIABILITY ARISING FROM WORK BEING CONDUCTED AT THEIR HOME AND AGREES TO COMPLETELY RELEASE STATION FROM ANY LIABILITY OR RESPONSIBILITY WHATSOEVER RESULTING FROM THE DAMAGE OF ANY PROPERTY OR INJURY OF ANY PERSON IN CONNECTION WITH OR ARISING FROM THE USE OF THE PRIZE AND THE WORK TO BE PERFORMED IN CONNECTION WITH THE PRIZE, REGARDLESS OF THE CAUSE. THE FOREGOING SHALL NOT RELIEVE THE CONTRACTORS PERFORMING ANY WORK AT THE HOME FROM ANY LEGAL RESPONSIBILITY OR OBLIGATION TO THE WINNER OR OTHERS.

20. Neither Station nor Hamburg Overhead Door has made or is responsible in any manner for any warranties, representations, or guarantees, express or implied, in fact or law, relating to the products or services, including without limitation, its quality, mechanical condition, merchantability, or fitness for a particular purpose, with the exception of any standard manufacturer's warranty that may apply to any of the products or services received.

Sponsor(s)

21. The sponsor of this Contest is Entercom New York, LLC, and Hamburg Overhead Door.

VOTERS IN THIS CONTEST MAY BE PROVIDED WITH THE OPPORTUNITY TO ENTER TO WIN PRIZE(S) VIA ONE OR MORE SEPARATE CONTESTS THAT ARE NOT GOVERNED BY THESE SPECIFIC CONTEST RULES.