

## WFAN ACME® Markets Home Run Payoff OFFICIAL CONTEST RULES

These Contest rules are specific to the WFAN ACME® Markets Home Run Payoff Contest (the “**Contest**”) conducted by Entercom New York, LLC d/b/a WFAN-AM/FM (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 [www.WFAN.com/Rules](http://www.WFAN.com/Rules). As a preventative measure in light of the COVID-19 (Coronavirus) pandemic, copies of the specific Contest rules and the Station’s general contest rules will not be available at the Station’s studio. **To the extent the general contest rules differ from these rules, these rules will govern and control with respect to this Contest.**

### Special Entry/Eligibility Restrictions

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1. No purchase is necessary to enter or participate in this Contest.
2. To be eligible to participate in this Contest, entrants must be legal U.S. residents of NY, NJ, CT or PA and must be 18 years of age or older as of date of entry in this Contest.
3. Employees of Station, ACME® Markets, or any other sponsors participating in this Contest and their respective affiliated companies, advertising or promotional agencies and the immediate family and household members (as defined in the general contest rules) of each are ineligible to participate in this Contest.
4. Maximum of one entry per email address during entire Contest Registration Period.

### How to Enter

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5. To enter beginning at 3:00pm (ET) on July 20, 2020 and ending at 11:59:59pm (ET) on September 24, 2020, or after \$6,000 in prizes has been awarded, whichever happens first, (the “**Registration Period**”), visit [www.wfan.com/ACME](http://www.wfan.com/ACME) and follow the links to the entry form. Follow the online instructions provided to complete and submit the online entry form with all of the required information including name, complete address (*including City, State, Zip*), valid email address, age, and phone number(s) (*including area code(s)*). **All entries must be received by 11:59:59pm (ET) on September 24, 2020 to be eligible.**
  - a. The Contest and Registration Period will end after \$6,000 in prizes has been awarded, or at 11:59:59pm (ET) on September 24, 2020, whichever occurs first.
6. Qualifying games and game dates for this Contest shall be the sixty (60) designated regular season New York professional baseball team in pinstripes (the “**Team**”) baseball games scheduled to be played between Thursday, July 23, 2020 and Sunday, September 27, 2020 (“**Qualifying Game(s)**”).

### How to Win

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7. Up to sixty (60) “**Qualifiers**” will be selected during the Contest. One (1) Qualifier will be selected at random by the Station for each 2020 Team regular season game scheduled to be played between Thursday, July 23, 2020 and Sunday, September 27, 2020. Each Qualifier will be assigned to one (1) Team Qualifying Game in the order in which they are selected. Qualifiers will be selected in Station-conducted random drawings from all eligible online entries received by 11:59pm (ET) on the previous day as follows:
  - a. Up to one (1) Qualifier will be selected on July 22, 2020 at approximately 9:00am ET.
  - b. Up to seven (7) Qualifiers will be selected on July 24, 2020 at approximately 9:00am ET.
  - c. Up to seven (7) Qualifiers will be selected on July 31, 2020 at approximately 9:00am ET.
  - d. Up to five (5) Qualifiers will be selected on August 7, 2020 at approximately 9:00am ET.

- e. Up to seven (7) Qualifiers will be selected on August 14, 2020 at approximately 9:00am ET.
  - f. Up to five (5) Qualifiers will be selected on August 21, 2020 at approximately 9:00am ET.
  - g. Up to six (6) Qualifiers will be selected on August 28, 2020 at approximately 9:00am ET.
  - h. Up to seven (7) Qualifiers will be selected on September 4, 2020 at approximately 9:00am ET.
  - i. Up to six (6) Qualifiers will be selected on September 11, 2020 at approximately 9:00am ET.
  - j. Up to seven (7) Qualifiers will be selected on September 18, 2020 at approximately 9:00am ET.
  - k. Up to two (2) Qualifiers will be selected on September 25, 2020 at approximately 9:00am ET.
8. Subject to verification of eligibility and compliance with the Contest rules, each Qualifier selected will be pre-assigned to one (1) specific Qualifying Game. The name of each Qualifier assigned to each Qualifying Game will be announced on-air on WFAN-AM/FM prior to, during and/or after the commencement of the broadcast of the Qualifying Game to which they were assigned. Qualifiers will not be notified in advance in any other manner that they were selected nor be notified of which designated Qualifying Game they have been assigned to. Qualifiers do not need to be listening to win.
9. If a Team player(s) hits a home run(s) in the second (2<sup>nd</sup>) inning during the Qualifier's Qualifying Game, then the Qualifier selected for that Qualifying Game will win a Prize in the amount corresponding to the number of home runs hit in the second (2<sup>nd</sup>) inning of the Qualifying Game, as described in Section 12 of these Official Rules, upon verification of eligibility. For the purposes of these Official Rules, a Qualifier will NOT be awarded a Prize based on the outcome of any at home run made outside of the second (2<sup>nd</sup>) inning of the Qualifying Game. In order for the home run to be considered valid for the purposes of this Contest, the ball must clear the outfield fence on the fly, without the aid of an opposing player or any other person, surface or object. A ball that touches a fielder prior to crossing the plane of the outfield fence will not constitute a winning home run for this Contest, irrespective of the official scoring of the play. Any home run, which occurs as the result of a spectator who in any way interferes with an opposing player who is attempting to catch the ball (i.e. grabbing a player's arm, removing ball from a player's glove, etc.), will not constitute a winning home run for this Contest, irrespective of the official scoring of the play. A home run must be generated by a ball that is hit over the outfield fence. An inside-the-park home run may constitute as a winning home run for this Contest as long as it is officially scored as an inside the park home run. Each designated Qualifying Game must be an official game. If the Qualifying Game in which a batter has hit a home run in the second (2<sup>nd</sup>) inning is canceled for any reason prior to becoming an official game, all hits are removed from the official score book. Therefore, there will be no winning Qualifier based on this Qualifying Game. No changes by the official scorer on any ruling (i.e. changing an error or a fielder's choice to a home run) will be acknowledged after the completion of the game. If a Qualifying Game is re-scheduled or postponed for any reason, the make-up game will be eligible for the Prize and the selected Qualifier will remain. If the Qualifying Game is cancelled and no make-up game is scheduled, the Qualifier is no longer eligible to win a Prize.
10. If a Qualifier does not win a Prize (*as described in section 12 below*), he/she may not be a Qualifier again, regardless of whether or not he/she wins a Prize, and will not be permitted to enter the Contest again. Non-selected entries will automatically rollover to subsequent random drawings in the Contest, if any.

11. If at any time six thousand dollars (\$6,000) in prizes has been awarded, the Contest will immediately end, and Qualifiers who's Qualifying Game has not yet occurred will not be eligible to win a Prize, and no additional Qualifiers will be selected.

### Prize(s)

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12. Each of the up to sixty (60) Qualifiers in this Contest will receive an ACME® Markets gift card in increments of one hundred dollars (\$100), depending on the number of home runs hit as described in Section 9 above during each Qualifier's Qualifying Game (each a "Prize"). For example, if two (2) home runs are hit during the second (2<sup>nd</sup>) inning, then that Qualifier will be awarded a two-hundred dollar (\$200) gift card. If no home runs are hit in the second (2<sup>nd</sup>) inning of a Qualifying Game, no Prize will be awarded to the designated Qualifier. The Approximate Retail Value of each Prize will depend on the number of home runs hit as described in Section 9 above during the Qualifiers Qualifying Game. The gift cards will be subject to the terms and conditions as set forth by the issuer of the gift cards. Gift cards are not refundable or transferable, and may not be substituted or exchanged for cash or credit at any time, nor will gift certificates be replaced if lost or stolen. Gift cards can be used at any ACME® Markets. There is no expiration date.
13. The maximum amount awarded in gift cards will be six thousand dollars (\$6,000). In the case that the six thousand dollars (\$6,000) limit is reached during a Qualifier's Qualifying Game, he/she will only receive the amount before the six thousand dollars (\$6,000) limit was reached. For example, if two (2) home runs are hit, but the first home run reached the six thousand dollars (\$6,000) limit, the winner will only be awarded a one-hundred dollar (\$100) gift card.

### Odds of Winning

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14. The odds of becoming a Qualifier in the Contest depend on the number of eligible entrants received and the number of drawings each entrant is included in. The earlier you enter this Contest, the greater number of drawings that you will be included in and the greater your chance of becoming a Qualifier. The odds of a Qualifier winning a Prize depend on the play of the Team for each Qualifying Game.

### Sponsors

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15. The Sponsors of this Contest are Entercom New York, LLC and ACME® Markets, 75 Valley Stream Parkway, Malvern, PA 19355.

### Other Rules Specific to This Contest

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16. Station is conducting this Contest using proprietary software owned by a third party known as Second Street Inc. ("**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.
17. Neither Station nor Sponsor are responsible for any error or technical malfunctions associated with the Second Street site that may affect any entrant's ability to enter, to win, or to 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.

18. 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.
19. This Contest is not administered by Albertsons Companies, Inc., ACME Markets, Inc., their affiliates, subsidiaries or banner companies (collectively "Albertsons"). Entrants understand that they are providing their information to Station and Second Street, and not to Albertsons; therefore, Albertsons shall not be not liable for any unauthorized use and/or disclosure of any Entrant information provided to Station and Second Street. Furthermore, Albertsons disclaims any and all liabilities, damages, claims and responsibilities of any nature arising directly or indirectly from, in connection with or related to (i) this Contest; (ii) any cancellation of this Contest by Station; (iii) any failure by the Station to award any prize(s) in this Contest; (iv) Station's and/or Second Street's violation of any applicable law, rule or regulation; and/or (v) Entrant's use of any prize awarded.