

## 1010 WINS AND SMALL BUSINESS \$10K CHALLENGE Official Contest Rules

These contest rules are specific to the 1010 WINS and Small Business \$10K Challenge Contest (the “**Contest**”) conducted by Entercom New York, LLC d/b/a WINS(AM) (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 345 Hudson Street, 10<sup>th</sup> Floor, New York, NY 10014 during regular business hours and on the contest page on the Station’s website at <https://1010wins.radio.com/>. **To the extent the general contest rules differ from these rules, these rules will govern and control with respect to this Contest.**

### Who Can Enter

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1. No purchase is necessary to enter or participate in this Contest.
2. Entrants must be 18 years of age or older, residing in the following states of New York, New Jersey, and Connecticut as of March 4, 2020. An “**Eligible Business**” shall mean a company, product or service business (including, without limitation, a sole proprietorship) and must, as of March 4, 2020, also be headquartered or have a physical location within the aforesaid states and must be a privately owned and operated, for-profit, corporation, limited liability corporation, partnership, limited partnership or sole proprietorship with up to one hundred (100) employees. Entrant should be the owner or principal or a decision-making employee of an Eligible Business. Employees, officers, directors and agents of Sponsor, BNB Bank, Administrator and each of the foregoing’s affiliates, the members of their immediate families (spouse, parents, siblings or children) and those living in the same household of each (whether related or not), are ineligible to enter or be an owner or proprietor of a winning business.

### How to Enter

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3. Beginning on March 11, 2020 at approximately 6:00am (ET) and ending on May 17, 2020 at approximately 11:59pm (ET), enter online at <http://1010WINS.com/Challenge> (the “**Website**”) and follow all links and instructions to enter. Entrant must complete and submit the online entry form on the Website during the Entry Period with a written statement of up to one thousand five hundred (1,500) characters (the “**Essay**”), each presenting their business Eligible Business or business idea, as well as how the \$10,000 prize would help launch or grow their Eligible Business. Additionally, entrants must enter the Eligible Business’ legal name and entrant’s first and last name, city, state, zip code, telephone number, date of birth and a valid email address in the online entry form. **Entries may only be submitted by an owner or proprietor of the Eligible Business.** Online entrants are subject to all notices posted online.
4. **Only one (1) entry per person and per email address is permitted during the Entry Period.**

### How to Win

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5. Up to ten (10) Qualifying Prize winning Eligible Businesses will be selected as follows: all eligible entries will be judged from a judging panel made up of Station team members, will select up to the top ten (10) Essays. The judges will base their selection on the originality, persuasiveness and creativity of the Essays and the worthiness of the use to be made of the \$10,000 prize.

- a. The Station will contact the entrants who submitted the potential Qualifying Prize winning Essays by telephone and/or email no later than May 22, 2020. If an entrant who submitted a potential Qualifying Prize winning Essay cannot be contacted, fails to sign and return the required affidavit of eligibility and/or liability and publicity release within three (3) business days of being contacted or if a prize or prize notification is returned as undeliverable, the potential Qualifying Prize winner forfeits the Qualifying Prize and the right to participate in the Event and Sponsor may select another Qualifying Prize winner from the remaining Essays.
6. Up to one (1) Grand Prize winning business will be selected from the up to ten (10) Qualifying Prize winning Eligible Businesses as follows:
  - a. The entrant who submitted a Qualifying Prize winning Entry (the “**Representative**”), must attend the 1010 WINS Small Business Grant Challenge Event (the “**Event**”) to be held on June 4, 2020 from 2:00pm (ET) until approximately 6:45pm (ET) at Entercom New York’s 1010 WINS Theater located at 345 Hudson Street, 10<sup>th</sup> Floor, New York, NY 10014 in order to claim the Qualifying Prize and be eligible to win the Grand Prize. In the event the Representative of a potential Qualifying Prize winning Eligible Business does not agree to attend the Event, the Sponsor reserves the right, but not the obligation to select an alternate Qualifying Prize winning business using the judging criteria above, time permitting.
  - b. Each Representative has the opportunity to check in with the Station staff at 2:00pm (ET) for their pitch practice and critique and must check in with Station staff at the Event by 3:30pm (ET) in order to receive the Qualifying Prize and to be eligible to win the Grand Prize.
  - c. Starting at approximately 5:30pm ET, each Representative will have an opportunity to step on stage and give a ninety second (:90) “elevator pitch” followed by approximately three and one half (3½) minutes of questioning from a judging panel made up of three (3) judges determined by the Station (the “**Judging Panel**”). The Event, including each Representative’s participation in the Event, may be streamed live on the Website, Facebook Live and/or other media.
  - d. After a Representative has given his/her pitch and answered the Judging Panel’s questions, one (1) Grand Prize winning Eligible Business will be selected from among the Qualifying Prize winners. The determination will be by the Judging Panel who shall base their decision on the originality, persuasiveness and creativity of the pitches, responses to questions and the worthiness of the use to be made of the \$10,000.00 prize. The potential Grand Prize winning Eligible Business will be announced at the conclusion of the Event.

### **Prize(s)**

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7. Up to ten (10) Qualifying Prizes will be awarded in this Promotion. The Station reserves the right to award fewer Qualifying Prizes in the event that an insufficient number of entries are received. Each Qualifying Prize consists of one (1) \$100.00 MasterCard Gift Card, courtesy of BNB Bank and up to three (3) 1:1 coaching session (in person or virtual) within three (3) months of the June 4, 2020 Challenge event, courtesy of BNB Bank in partnership with the International Coach Federation Long Island Chapter (ICF-LI). Approximate Retail Value (“ARV”) of each Qualifying Prize is \$850.00.
  8. Up to one (1) Grand Prize will be awarded. The Grand Prize winning Eligible Business will receive a grant in the amount of \$10,000.00 in the form of a check issued in the name of the Grand Prize winning Eligible Business and a \$500.00 MasterCard Gift Card, courtesy of BNB Bank. ARV of the Grand Prize is \$10,500.00.
  9. Total ARV of all prizes in this Contest is \$19,000.00.

10. The only winners in this Contest is the Eligible Businesses, not the entrants. After selecting an entry, if the Station determines that the entrant is not properly associated with an Eligible Business or its Eligible Business refuses to accept or fails to timely accept the prize in this Contest, the prize may not be awarded in this Contest or, in its sole discretion, the Station may elect to randomly select another potential winner.
11. The Eligible Business is responsible for paying all applicable local, county, state and federal taxes associated with the prize, and will be issued an IRS 1099 for the \$10,500 prize for the 2020 tax year.

### **Sponsor(s)**

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12. The sponsor of this Contest is Entercom New York LLC and BNB Bank.

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

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13. The Station may require selected entrants or winning Eligible Business to produce documentation (as determined in the Station's sole discretion) evidencing eligibility in this Contest.
14. Notwithstanding anything to the contrary in these rules or otherwise by the Station, in no event is the Station required to confirm eligibility or eliminate ineligible entrants prior to selecting winner. In the event that any selected winner is determined to be ineligible at any time, he/she will be disqualified and not entitled to any prize in this Contest. In such event, the Station may select an alternative winner from among all other entries received, time permitting.
15. All entries become the property of the Station and will not be acknowledged or returned. Entries received that are illegible or from ineligible entrants will be void. Entries that are determined to be fraudulent will be void, and the person making such an entry barred from further participation in that Contest and, in the Station's sole discretion on a case by case basis, banned from any future participation in any the Station contest (which the Station decision may not be disputed or appealed). Incomplete or illegible entries may be disqualified in the Station's sole discretion.
16. Inquiries by contestants or potential contestants to the Station (whether in person, by email, or by telephone) regarding the status of their entry or questions about this Contest may or may not be responded to and the Station is not obligated to respond or treat to all inquiries identically (even if the question is identical). Time considerations and/or volume, among other things, may impact the Station's desire or ability to respond to such inquiries from time to time. Notwithstanding anything communicated by any the Station employee in connection with any such inquiry, such information shall not be binding on the Station (the sole determining information related to this Contest is as set forth in the applicable Contest rules) and shall not be deemed to be providing any type of improper assistance or advantage to any particular contestant over another. Any attempt by the Station to respond to an inquiry will be in the context of providing good customer service only and, in some instances, to address technical issues/problems.
17. With respect to the Station's obligation to notify winner or where there is a deadline for prize claims, the Station will only be required to leave one message at the telephone number provided in the entry form. If no answer or answering machine is reached, the Station will not be obligated to attempt any further contact. However, the Station reserves the right, in its sole discretion, to attempt to contact winner more than once. If no telephone number was provided and the Station has an address, the Station may elect to send one written notification letter by first class mail or email, time permitting.
18. Prize will be released to the winning entrant's business only. Winning Eligible Business is required to present a valid United States tax ID number (or, in the event of a sole

proprietorship or partnership, social security number) in order to receive a prize. Winner may be required, in the Station's sole discretion, to sign one or more liability release agreements relieving the Station, its parents, subsidiaries, officers, directors, members, managers, employees, agents and contest Sponsors from any and all liability with respect to the contestant's participation in the Contest and the receipt and/or use of the prize. Any person who refuses to sign the Release and/or provide a social security number or complete or provide any other documents required by the Station by the deadline required by the Station will forfeit any and all prizes.

19. The Station reserves the right to substitute a prize of equal or greater value. No transfer or assignment of prize is allowed, except as may be determined by the Station in its sole and absolute discretion on a case by case basis.
20. Winner is prohibited from selling prize awarded or any transferring prize without the Station's authorization (which authorization must be in writing by a Station representative and shall be granted or withheld in the Station's sole discretion on a case by case basis). In the event that the Station discovers or suspects (correctly or incorrectly) that a winner is attempting to sell his/her prize from the Station (i.e., eBay, craigslist or otherwise), the Station reserves the right, in its sole discretion, on a case by case basis to take any one or more of the following actions: (a) immediately disqualify the winner and deem any prize they were otherwise entitled to as forfeited, (b) refuse to award the prize to such winner, even if he/she represents that they will not resell or transfer the prize, and/or (c) prohibit the violating winner from participating and/or winning any future the Station contests (whether for a fixed period of time or in perpetuity, the Station's sole discretion) and if such winner ever wins a future Station contest during the period that he/she is banned, he/she shall be disqualified from the Contest and forfeit any prize once it has come to the Station's attention. Further, the Station reserves the right to track and/or cancel and invalidate any prize awarded that the Station suspects was sold or transferred without authorization.
21. Use of robotic, mechanical or other forms of pre-programmed entry methods is NOT prohibited. The Station does not intend to monitor or disqualify any contest entry or web hits in a contest on the basis of the use of such manipulation tools. Notwithstanding the foregoing, entrants are not entitled to use such manipulation tools and the Station reserves the right (in its sole discretion), from time to time, to implement entry/voting processes that may frustrate or prohibit such automated entry (including, without limitation, CATSUP or requiring Club membership log ins); provided, however, that no contestant in any contest may rely upon or insist upon the Station's failure or refusal to take any of the foregoing actions or to determine, in its sole discretion, that one entrant's entry should be discounted because another entrant's entry was or vice versa.
22. The Station shall be the sole arbiter in all matters relating to the Contest and in the interpretation of Contest rules. The Station's decisions shall be final. Entry into the Contest constitutes agreement by contestants to abide by these rules, as well as any other rules established by the Station.
23. **By participating in an the Station Contest, entrants hereby agree and each entrant hereby remises, releases and forever discharges and agrees to indemnify and hold harmless the Station, its affiliates, parents, assigns, successors, employees, Sponsors, agents and all others connected with them and the promotion, Contest, and/or event from any and all liability, claims, actions, and damages sustained or incurred by participation in the said promotion, Contest, and/or event and the receipt and use of any prize(s) awarded (if any) through such promotion, Contest, and/or event arising in any manner whatsoever, including but not limited to an act or omission, whether negligent, intentional or otherwise caused by the Station, its affiliates, parents, assigns, successors, employees, Sponsors, agents and all others connected with them and the promotion, Contest, and/or event.**

24. By participating in a Station Contest, entrants hereby consent to the Station and Sponsors, usage of any one or more of the following for any advertising and promotional purpose in any medium whatsoever without payment of any additional consideration: contestant's name; voice; likeness; biographical information; his/her participation in the Contest; and the substance of the contestant's telephone call, entry form, videos, photos or any other contest submissions. By entering or participating in any Station contest, entrants understand and agree that the Station may take photographs and/or videotape and/or audiotape any contestants participation, appearance and/or performance in connection with any Station contest (before, during or after the Contest) and that the Station will own any such photos, audio and/or video and shall be free to utilize such materials in any way it sees fit during or after the Contest with no compensation to the entrants, including without limitation posting any such photographs, audio and/or videos on its website.
25. The Station and its Sponsors are not responsible for any technical difficulties, technical malfunctions or errors (whether technical or typographical) experienced due to overload, busy signals, loss of phone service, internet availability, electronic problems, interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), website, telephone or other connections, availability or accessibility, or miscommunications, or failed computer, satellite, telephone or cable transmissions, or lines, or technical failure or jumbled, garbled, corrupted, scrambled, delayed, or misdirected transmissions, or computer hardware or software or telephone malfunctions, failures, or technical errors or difficulties, any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or tampering with or hacking of any of the websites, computer virus, bug, or other errors or corruptions of any kind whether human, mechanical, electronic or network or the incorrect or inaccurate capture of information or the failure to capture, or loss of, any such information or any other factor that may prevent an individual from completing or the Station from receiving (accurately or otherwise) a phone call, an email, accessing any website (including the Station's or any third party website), or for any problem associated with the Station website or voting website or software, internet, telephone connections, servers, routers, or any other technical problem that may impact entry, participation, voting or prize claim in any way, regardless of the cause, including, without limitation, any injury or damage to any person's computer, equipment, property, software or network related to or resulting from participating in a Station contest or visiting its websites (whether as an entrant, visitor or voter). The Station and its Sponsors assume no responsibility for any incorrect or inaccurate information, whether caused by website users, or by any equipment or programming associated with or utilized in a Station Contest. The Station is not responsible for any printing errors or typographical errors. **If, for any reason, in the sole opinion of the Station, any contest is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, hacking, unauthorized intervention, fraud, technical failures or any other causes, whether discovered or suspected by the Station, which, in sole opinion of the Station does or could corrupt or affect the administration, security, fairness, integrity or proper conduct of a Contest, the Station reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the affected contests with or without selecting winner, and/or provide alternative means of entry or any other changes to these Contest rules that the Station deems appropriate under the circumstances. In the event of termination, suspension or modification of a contest, a notice will be posted online.**
26. The Station and Sponsors reserve the right to prohibit the participation of an individual from any Station contest if fraud or tampering is suspected or if the individual fails to comply with any requirement of participation as stated herein or with any provision in the applicable Contest rules. INTERNET CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO

DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF ANY CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS AND THE STATION RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW.

27. This Contest is subject to all applicable laws and regulations and is void where prohibited.
28. The Station reserves the right to: (i) terminate or declare any Contest null and void and rescind any prize, if in its sole judgment, the rules or the integrity of the Contest have been violated or compromised in any way, intentionally or unintentionally by any person whether or not a participant in the Contest; (ii) alter or amend these Contest rules at any time; and (iii) stop or conclude the Contest at any time without prior notice. Material changes to the Contest rules will be broadcast on-air, when practical.
29. Copy of rules: For a copy of these Contest rules, mail a self-addressed stamped envelope to "Small Business \$10K Challenge – Official Rules," WINS(AM), 345 Hudson Street, 10<sup>th</sup> Floor, New York, NY 10014. All requests for rules must be received by June 30, 2020.
30. Winner List: For the name of the winner, mail a self-addressed stamped envelope to "Small Business \$10K Challenge – Official Rules," WINS(AM), 345 Hudson Street, 10<sup>th</sup> Floor, New York, NY 10014. All requests for winner lists must be mailed and received by THE STATION after June 11, 2020 but prior to by June 30, 2020.