# KELLY FORD'S TEACHER'S LOUNGE Contest Rules

These contest rules are specific to the above contest conducted by Audacy New York LLC d/b/a WNSH-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 on the Station's website at <a href="https://www.audacy.com/newyorkscountry947/contest-rules">https://www.audacy.com/newyorkscountry947/contest-rules</a>. To the extent that the Station's 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 the Kelly Ford's Teachers Lounge contest (the "Contest"). A purchase or payment will not increase your chance of winning.
- 2. Eligible Nominees must both be eighteen (18) years of age or older and legally reside in New York, New Jersey, or Connecticut as of the date of entry in this Contest (each a "Nominee").
  - a. Individuals may make Nominations (each, a "Nominator") starting at 6:00 AM (ET) on Monday, September 13, 2021 and ending at 11:59PM (ET) on Sunday, October 10, 2021 by means of submissions to the Station by completing the form on the Station's website by clicking on the "Kelly Ford's Teacher's Lounge" page and submit all of the following materials:
    - i. Nominator's contact information including Nominator's full name, address of legal residence, phone number (including area code), date of birth, select a gender, and e-mail address.
    - ii. The name, address, age, and telephone number (including area code) of the Nominee that you are nominating in this Contest; and
    - iii. A short essay in 150 words or less describing why Nominator would like to nominate someone who is and amazing teacher (each a "**Nomination**").
      - 1. Nominators may not nominate themselves.
      - 2. Nominators are not eligible to win or receive a prize in this Contest.
    - 3. Only the first 150 words of any essay submitted will be read (longer essays will not be disqualified).
  - b. By submitting an essay to the Station, each Nominator authorizes the Station to post such essay and/or Nominator's and Nominee's name to the Station's website at <a href="https://www.audacy.com/newyorkscountry947/contests">https://www.audacy.com/newyorkscountry947/contests</a> and/or to read it on-air.
  - c. Station reserves the right to edit an essay in its sole discretion. Not all essays will be posted to the Station's website and/or read on-air.
  - d. Essays need not be truthful. Station shall have no obligation whatsoever to verify the truthfulness or accuracy of any essay submitted in this Contest, even if such essay is submitted with an entry selected as the winning entry.
  - e. IT IS THE NOMINATOR'S RESPONSIBILITY PRIOR TO ENTERING THIS CONTEST TO OBTAIN THE CONSENT OF THE NOMINEE TO STATION READING/POSTING THE NOMINATORS'S NOMINATION WITH RESPECT TO THE NOMINEE'S OR OTHER PERSON'S NAME AND OR OTHER PERSONAL INFORMATION ABOUT THE NOMINEE OR OTHER PERSON THAT NOMINATOR MAY ELECT TO INCLUDE IN SUCH ESSAY. BY ENTERING THIS CONTEST, NOMINATORS AGREE TO INDEMNIFY AND HOLD HARMLESS STATION AND ITS AFFILIATED COMPANIES AND EMPLOYEES FROM AND AGAINST ANY CLAIM BY ANY PERSONS RELATING TO THE CONTENT OF THE ESSAY SUBMITTED BY THE NOMINATOR.
  - f. As part of the entry process, Nominator 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 Participating Stations; 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. By submitting a Nomination, Nominators and Nominees understand and agree that Station may elect to use any submitted Nomination for entertainment purposes on-air and may choose to "make fun" of any submitted Nomination. Nominators and Nominees waive any right to make any claim against Station, or any Contest sponsors with respect to any disparaging comment made on-air about a Nomination submitted by a Nominator, or in which the Nominee was the subject.

- 4. Essays submitted as Nominations in this Contest must be original works created by the person submitting such Nomination. In the event it comes to Station's attention before or after Winner selection in this Contest that any such Nomination includes any plagiarized material, such Nominator and the affected Nominee shall be disqualified and any and all prizes will be forfeited.
- 5. Failure to submit all of the above items in one submission/Nomination will result in disqualification.
- 6. WHETHER OR NOT SELECTED AS A WINNER, ALL ENTRIES BECOME THE SOLE PROPERTY OF STATION AND MAY BE USED BY STATION (OR ITS SPONSORS) IN ANY MEDIUM IT DEEMS DESIRABLE NOW OR IN THE FUTURE WITHOUT ANY COMPENSATION TO THE NOMINATOR OR NOMINEE.

#### **How to Win**

- 7. At approximately 8:30 AM (ET) on Monday, September 20, 2021, Monday, September 27, 2021, Monday, October 4, 2021, and Monday, October 11, 2021, one (1) Winner will be randomly selected from among all of the entries in this Contest to receive one (1) Prize in this Contest (as described in Section 11 below), subject to verification and compliance with the Contest rules (the "Winner").
  - a. There will be up to, but in no event more than, four (4) Winner(s) in this Contest.
  - b. The Station will notify the Winner(s) by means of the phone number or email address provided to the Station at the time the Nominee entered the Contest.
- 8. Odds of winning the Prize in this Contest shall depend upon the number of entries received in the Contest.
- 9. PRIZES WILL BE AWARDED TO THE SELECTED NOMINEES WHO WILL BE THE ONLY PERSONS ACKNOWLEDGED AS WINNERS IN THIS CONTESTS. THE NOMINEES WILL BE REQUIRED TO COMPLETE THE NECESSARY FORMS REQUIRED BY STATION (INCLUDING, WITHOUT LIMITATION, ACKNOWLEDGEMENT OF RESPONSIBILITY FOR TAXES, PROOF OF AGE AND RESIDENCY) PRIOR TO RECEIVING THE PRIZE. WINNERS MUST RETURN ALL DOCUMENTS SENT TO THEM AND REQUIRED TO BE SIGNED BYTHE STATION WITHIN 7 DAYS OF RECEIPT. PRIZES MUST BE PICKED UP BY THE WINNERS AT THE STATION'S STUDIOS DURING REGULAR BUSINESS HOURS WITHIN 30 DAYS OF NOTIFICATION THAT THE PRIZE IS READY. PRIZES WILL BE READY APPROXIMATELY 14 BUSINESS DAYS AFTER STATION RECEIVES ALL OF THE REQUIRED PAPERWORK BACK IN A TIMELY FASHION. IN THE EVENT OF A FAILIURE BY A NOMINEE TO ACCEPT THE PRIZE, TO COLLECT THE PRIZE, OR TO COMPLETE THE FORMS BY THE DEADLINE REQUIRED BY STATION, THE PRIZE WILL NOT BE AWARDED UNLESS OTHERWISE DECIDED BY THE STATION IN ITS SOLE DISCRETION ON A CASE BY CASE BASIS. THE STATION IS NOT OBLIGATED TO SELECT A REPLACEMENT NOMINEE (BUT RESERVES THE RIGHT TO DO SO IN ITS SOLE DISCRETION, TIME PERMITTING).
- 10. Station has no obligation to notify a Nominator that their Nominee was selected as a winner. Station has the absolute and irrevocable right to notify the Nominee of the name of the Nominator(s) who nominated him/her.

#### **Prizes**

11. Up to four (4) verified Winners will receive the following "Prize"): One (1) two hundred and fifty dollar (\$250.00) VISA Gift Card and a link to a virtual event with Walker Hayes (exact date to be determined). Winners will be provided with information to access and join the video meeting. Winners may not share the Zoom video meeting link and login information and if station believes at its sole discretion, subjectively or otherwise, that a winner has shared such information then winner (and any persons believed to have logged in without permission) will be removed from the Zoom video meeting with or without notice. Winners must download the free Zoom application on their cell phone, laptop, desktop, or tablet in order to participate. Winners must access the meeting using their legal name only. Station is not responsible for the failure of a winner to access the Zoom video meeting due to technical or other reasons. The Zoom video meeting may be live streamed via the Internet or via one or more social media platform, and/or recorded by the station and played back in portions or in its entirety on-air, on the station website, and/or on the station's social media pages, and by logging into and/or participating in the Zoom video meeting winners consent to the



station's use and distribution of the Zoom video meeting as provided herein and in the station's general contest rules. Winners who engage in any inappropriate activity or behavior during the Zoom video meeting, as the station may determine at its sole discretion, subjectively or otherwise, including without limitation activities or behavior that (i) is indecent, profane, obscene, explicitly sexual, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, libelous, or hateful, (ii) is racially, ethnically, or otherwise offensive or objectionable, or (iii) encourages unlawful behavior, may be removed from the Zoom video meeting with or without notice.

12. Nominators are not entitled to any award or prize in this Contest, even if their submission was selected as a winner and/or their Nominee rejects the prize, does not complete the require paperwork on time, or cannot be located.

### Sponsor(s)

13. The administrator and sponsor of this Contest are Audacy New York, LLC d/b/a WNSH-FM.

## Other Rules Specific to This Contest

- 14. Station is conducting this Contest using proprietary software owned by a third party known as Aptivada Inc. ("Aptivada"). Aptivada is not a sponsor of this Contest but entrants may be required, as part of the entry process, to agree and consent to Aptivada's Terms of Service and Privacy Policy (both of which are available via a link during the Contest entry process) (collectively, the "Aptivada Policies") and may be required to register with Aptivada. While agreement to the Aptivada Policies is required in order to enter this Contest, the Aptivada Policies are not a part of these Contest rules but are a separate agreement between the entrant and Aptivada. With respect to the conduct of this Contest by Station, in the event of any conflict between the Aptivada Policies and the Station Contest rules, the Station's Contest rules govern.
- 15. Station is not responsible for any error or technical malfunctions associated with the Aptivada 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 Aptivada 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.
- 16. Employees of Aptivada 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.