

## WYRD-AM/WORD-AM General Contest Rules

Except to the extent set forth for any particular contest, sweepstakes, promotion, or giveaway (individually and/or collectively hereinafter, “**Contest(s)**”), these general contest rules (“**General Contest Rules**”) will govern and apply to all Contests conducted by Audacy South Carolina, LLC, operator of WYRD-AM/WORD-AM (“**Station**”). Some Contests will have specific rules developed and customized for them (“**Specific Contest Rules**”). The General Contest Rules, along with the Specific Contest Rules or material terms and conditions as applicable for any particular Contest, may hereinafter also collectively be referred to as the “**Rules**”. A copy of the Rules for all Contests are published on the Station’s website at [thefanupstate.com/rules](http://thefanupstate.com/rules) (the “**Contest Rules Page**”). In the event of any inconsistency or discrepancy between these General Contest Rules and the Specific Contest Rules or material Contest terms and conditions as applicable for any particular Contest, the Specific Contest Rules or material terms and conditions for such particular Contest as published on the Contest Rules Page will govern and control the resolution of any such conflict to the extent applicable. For questions and additional information about any Contest(s) and/or prize(s), contact the Station’s Promotions Department by phone at 864-271-9200 or by visiting the Station’s website at [thefanupstate.com](http://thefanupstate.com) (the “**Website**”), clicking the “Contact Us” link in the Website footer, and completing the online form as applicable.

### Who Can Enter

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1. Individuals who are both 18 years of age or older and legal residents as of the entry date may enter and potentially win Contests (“**Entrant(s)**”). Only if these General Contest Rules, or the Specific Contest Rules or material terms and conditions for a particular Contest, explicitly allow for individuals fourteen (14) years of age or older to enter, then in the event a prize is won by any Entrant who is under eighteen (18) years of age (*i.e., only as applicable, if an Entrant is between fourteen (14) and seventeen (17) years of age*), then such Entrant’s parent or legal guardian will be deemed the winner for all purposes hereunder.
2. The following individuals are **NOT** eligible to enter or win Contests, even if such individuals meet the age and residency requirements set forth in Section 1 above:
  - a. Employee(s) (*i.e., full-time, part-time and/or temporary employees*), officers, directors, contractors, vendors, and/or suppliers of the Station, of any third party prize provider(s), of any advertiser(s) or participating sponsor(s), of any advertising, promotion, and/or prize fulfillment agencies or services, and/or of any of their respective parent entities, subsidiaries, or affiliated companies;
  - b. Immediate family members of such employees, including without limitation current and/or ex-spouses, parents, grandparents, children, grandchildren, siblings, in-laws, and/or steps in any of the foregoing categories; and
  - c. Any other individual legally residing in the same household (*i.e., at the same address*), whether related or not, of such employees, including without limitation roommates, housemates, significant others, and partners.
3. The Station may elect, in its sole and absolute discretion, to set limitations in the Rules for any one or more Contest(s) as to how frequently an individual and/or any number of individuals from the same family or within the same household may enter a specific Contest and/or any number of Contests within a specified time period; and/or how frequently an Entrant may be eligible to win more than one (1) prize in a specific Contest, more than one (1) of any specific prize, and/or any number of Contests within a specified time period. In the event the Station elects to set any such limitation for a Contest, such limitation shall apply to that Contest except to the extent required by law or otherwise indicated by the Station.

### How to Enter/How to Win

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4. **NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR TO WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCE OF WINNING.**
5. **ALL CONTESTS ARE SUBJECT TO AND GOVERNED BY APPLICABLE FEDERAL, STATE AND LOCAL LAWS, STATUTES, AND REGULATIONS. PARTICIPATION IN THIS CONTEST IS VOID WHERE PROHIBITED OR OTHERWISE RESTRICTED BY LAW.**
6. For any Contest administered under these General Contest Rules, but only to the extent different from or not already stipulated in these General Contest Rules, the Station will specify the following material terms and conditions as applicable: (i) who can enter the Contest; (ii) when to enter the Contest and/or the deadline for Contest entry (“**Entry Period**”); (iii) how to enter the Contest, which may include, but will not be limited to, one or more of the entry methods described herein; (iv) the time(s), date(s), location(s) (*if applicable*), and method(s) for selecting or otherwise determining any qualifier(s), semi-finalist(s), finalist(s) (collectively hereinafter “**Qualifier(s)**”), winner(s) and/or grand prize winner(s) (collectively hereinafter, “**Winner(s)**”) of the Contest as applicable; and (iv) a description, the approximate value, and the terms, conditions, and restrictions applicable to the redemption, of any qualifying prize(s), prize(s), and/or grand prize(s) to be awarded in the Contest (collectively hereinafter, “**Prize(s)**”).
7. The method(s) for entering a Contest will be the method(s) set forth in the Rules for such Contest, and may involve, but may not be limited to, one or more of the following (“**Method(s) of Entry**”):



- a. **On-Air Method(s) of Entry:** Contest entry may be comprised of, in whole or in part, listening to the Station (on-air and/or online by means of the Audacy website or mobile application (the “App”)) on one or more date(s), at one or more time(s) or within one or more time range(s), for the Station to broadcast one or more of the following, without limitation (the “Cue-to-Call”), (1) instructions to be a designated number caller; (2) a specified pre-recorded sounder, and/or (3) one or more designated song(s), alone or in combination with other designated song(s) (“Song(s)”). Upon hearing the Cue-to-Call, be the designated caller to the Station’s Contest phone number to (1) win the announced Prize(s) (*i.e.*, a Prize, a qualifying Prize, etc.); (2) compete for the chance to win the announced Prize by participating in one or more game(s) of skill (*e.g.*, trivia, name the song, etc.); and/or (3) qualify for the chance to be included in a Prize or grand Prize drawing (*i.e.*, will be qualified for a chance to win a Prize or grand Prize, etc.).
- i. **WARNING:** Due to delays in the online streaming of the Station’s broadcast signal, listeners to the online stream may not be able participate in, or may be disadvantaged if participating in, any Contest that requires potential Entrant(s) to listen to the Station. Contest participants should not rely on streamed broadcasts.
  - ii. **IMPORTANT:** Calls to any Station phone numbers other than the announced phone number, including the Station’s main phone number, will not be accepted for the Contest. The Station is not responsible for calls placed to any other number.
  - iii. For any Contest requiring for a potential Entrant to be a designated number caller in order to enter and/or win, in the event a caller is disconnected or is found to be ineligible, the Station reserves the right in its sole and absolute discretion, but will not be obligated, to select the next eligible caller to the Station’s Contest phone number to participate in and/or potentially become a Winner of, as applicable, the Contest.
  - iv. For any Contest (or Contest play as the case may be) in which the Station receives less than the requested number of calls within a reasonable period of time as determined by the Station in its sole and absolute discretion (*e.g.*, only 9 callers when the Station is looking for the 10<sup>th</sup> caller), the Station reserves the right to re-conduct that Contest (or Contest play as the case may be) at a later time, or cancel that Contest (or Contest play as the case may be), and/or not award the Prize for such Contest (or Contest play as the case may be).
  - v. For any Contest requiring for a potential Entrant to listen for any one or more Song(s), the Station will announce any number of times in its sole and absolute discretion, (1) the time(s) (or time ranges) and day(s) when such Song(s) may play, and (2) the designated caller number an Entrant must be for the chance to win (*e.g.*, the 10<sup>th</sup> caller to the Station when the Song(s) play(s) will win, or will have the opportunity to identify the song(s) and/or artist(s) for the chance to win). The Station will begin taking calls as soon as the designated Song starts to play, or in the event of a combination of consecutive Songs, as soon as the last song of the required combination starts to play. To be a valid Contest play, (i) the Song(s) must be played in its entirety on the Station (*i.e.*, not a song clip or hook or a portion of a song used in an intro, promotional announcement or advertisement); and (ii) the Song(s) must play at the time(s) (or within the time range(s)) and on the day(s) as announced by the Station. Notwithstanding the foregoing, if the announcement by the Station specifies that only the first play of the Song(s) on a particular day is a Contest play, then after the Song has been played earlier that day, no other play of such Song(s) will be a valid Contest play. Only the Song as performed by the specific artist named in the announcement will qualify as a winning opportunity.
  - vi. For any Contest that requires any one or more selected Entrant(s) to listen for their name to be announced on the Station for the chance to be a Qualifier and/or Winner, (i) only the actual person who entered (or was deemed to have entered in the case of certain Contests for individuals who have opted-in to receive emails from the Station and/or its affiliates) can win, and must be the person who calls in (*i.e.*, a non-Entrant may not call in on behalf of an Entrant); and (ii) the selected Entrant must only call the announced station phone number, which call must be received and answered by the Station within the exact period of time announced. Any person having the same name as an Entrant will be disqualified if such person is not the actual Entrant.
- b. **Online Method(s) of Entry:** Contest entry may be comprised of, in whole or in part, any one or more of the following, without limitation, each of which may be required for Contest entry and/or optional as a means by which Entrants may earn one or more “extra” or “bonus” entries: (1) visiting the Website (or an alternative website for a particular Contest hereinafter referred to as a “Microsite”) and completing an online entry form in its entirety; (2) verifying the Entrant’s email address and/or date of birth; (3) listening to the Station (on-air and/or on the App); (4) “favoriting” the Station on the App; (5) opting-in to receive emails, calls, and/or mail from the Station, any of its affiliated stations and/or entities, a sponsor, or any other designated third party; (6) receiving and opening an email containing an entry link and/or other Contest entry instructions; (7) entering a keyword or code word; (8) liking a Facebook page; (9) following a Twitter handle; (10) following an account on Instagram, Snapchat, TikTok, or any other social media network now known or hereafter devised; (11) subscribing to an account on YouTube, Spotify, or any other audio or audiovisual content platform now known or hereafter devised; (12) visiting a geographic location; (13) verifying you visited or are present at or within a geographic location or area; (14) watching a video; (15) downloading a mobile application, including, but not limited to the App; (16) adding an Alexa (or other smart speaker) skill; (17) visiting a third party website or microsite; (18) answering one or more survey question(s); (19) correctly answering one or more trivia question(s); (20) making predictions or guesses with respect to certain upcoming events; (21) creating and/or uploading certain content as part of the entry (see Section 8(d)(i) below for essay submission requirements, see Section 8(d)(ii) below for photograph submission requirements, see Section 8(d)(iii) below for audio submission requirements, and see Section 8(d)(iv) below for video submission requirements); and/or (22) having one or more other individual(s) enter the Contest by means of a unique URL shared by the Entrant on social media, provided that the number of times any such other

individual(s) may enter the Contest by means of such unique URL shared by any one or more Entrant(s) may be subject to limitations set by the Station in its sole and absolute discretion.

- i. The Station will decide in its sole and absolute discretion (1) whether or not to allow Entrants to earn one or more “extra” or “bonus” entries (“**Bonus Entries**”) for any particular Contest, and when applicable, (2) the number and/or maximum of such Bonus Entries any one Entrant may earn for any one or all means by which to earn such Bonus Entries as described above.
  - ii. For any Contest that requires Entrants to opt in to receive emails from the Station and/or any one more of its affiliated stations and/or entities, such individuals may be automatically entered in Contests from time-to-time and may also receive marketing or promotional emails from the Station, any one or more of its affiliated stations and/or entities, advertisers of the Station, and/or any other designated third party, which may include, without limitation, special offers and/or opportunities to participate in Contests, or third party sweepstakes, contests, or promotions. In the event any individual who was automatically entered to participate in a Contest by virtue of receiving emails from the Station elects to unsubscribe from receiving such emails, such individual may no longer be eligible to win a Prize in such Contest in the Station’s sole and absolute discretion.
  - iii. For any Contest that requires Entrant to make (or “Tweet”) a post on a specified social media network that includes both a designated hashtag and mention of the Station’s account on such social media network, a post with any incomplete or incorrect hashtag and/or mention of the Station’s account, or a post with any other hashtag and/or the mention of any other account, does not constitute a valid entry.
  - iv. UNLESS OTHERWISE STATED FOR A PARTICULAR CONTEST, STATION WILL NOT POST CONTEST ENTRY KEYWORD(S)/CODE WORD(S) ON ITS WEBSITE, PROVIDE CONTEST ENTRY KEYWORD(S)/CODE WORD(S) ON ANY SOCIAL MEDIA PLATFORM OR BY ANY OTHER ELECTRONIC MEANS, OR REVEAL CONTEST ENTRY KEYWORD(S)/CODE WORD(S) OVER THE TELEPHONE ON ANY OF THE STATION TELEPHONE NUMBERS.
  - v. STATION HAS NO OBLIGATION, LIABILITY, OR RESPONSIBILITY WHATSOEVER IF INDIVIDUALS OBTAIN OR OTHERWISE RECEIVE A KEYWORD(S) OR CODE WORD(S) FROM THIRD PARTIES SUCH AS OTHER LISTENERS, WEBSITE VISITORS, CONTEST SPONSORS, ETC.
- c. **Text Method(s) of Entry:** Contest entry may be comprised of, in whole or in part, listening to the Station (on-air and/or on the App) for an announcement, visiting the Website, a Microsite, and/or one or more designated geographic location(s), to obtain one or more designated keyword(s) to text to the Station’s SMS short code at or before a designated time, within a specific period of time, and/or to be the individual who sends the designated numbered text with such keyword(s) (e.g., *the 100<sup>th</sup> text, etc.*).
- i. **For text message Contest entries, Entrants may receive a bounce back text from the Station with confirmation of Contest entry, but Entrants will receive no “extra” offers, information, or message content. The Station does not charge a fee for this service. The Station assumes no responsibility for charges incurred for text messaging, including, without limitation, as a result of any bounce back messages or Contest notices from the Station. Standard message and data rates may apply, text STOP to cancel, and terms are available at <http://bit.ly/15FDy2P>.**
  - ii. **Text messages sent to any SMS short codes other than the Station’s SMS short code, text messages sent to the Station’s SMS short code that include any keyword other than the designated and announced keyword for a particular Contest, and/or text messages sent to the Station’s SMS short code without any Contest keyword, will not be accepted for Contest entry. The Station is not responsible for text messages mistakenly sent to SMS short codes other than the Station’s SMS short code.**
  - iii. For any Contest in which the Station receives less than the requested number of text (e.g., *only 99 entries when the Station is looking for the 100<sup>th</sup> text*) within a reasonable period of time as determined by the Station in its sole and absolute discretion, the Station reserves the right to re-conduct that Contest (or Contest play as the case may be) at a later time, or cancel that Contest (or Contest play as the case may be), and/or not award the Prize for such Contest (or Contest play as the case may be).
  - iv. UNLESS OTHERWISE STATED FOR A PARTICULAR CONTEST, STATION WILL NOT POST CONTEST ENTRY KEYWORD(S) ON ITS WEBSITE, PROVIDE CONTEST ENTRY KEYWORD(S) ON ANY SOCIAL MEDIA PLATFORM OR BY ANY OTHER ELECTRONIC MEANS, OR REVEAL CONTEST ENTRY KEYWORD(S) OVER THE TELEPHONE ON ANY OF THE STATION TELEPHONE NUMBERS.
  - v. STATION HAS NO OBLIGATION, LIABILITY, OR RESPONSIBILITY WHATSOEVER IF INDIVIDUALS OBTAIN OR OTHERWISE RECEIVE A CONTEST ENTRY KEYWORD(S) FROM THIRD PARTIES SUCH AS OTHER LISTENERS, CONTEST SPONSORS, ETC.
- d. **On-Site Method(s) of Entry:** Contest entry may be comprised of, in whole or in part, visiting a designated event and/or geographic location as specified by the Station, obtaining an official entry form (available while supplies last), and legibly completing the entry form by hand writing all required information, which may include without limitation, your first name and last name, complete address, city, state, zip code, phone number (including area code), email address, and/or age. Failure to provide all required information may result in disqualification.
- i. **Entries must be deposited in the official entry box by the announced deadline.**
  - ii. **Only official entry forms that are handwritten and legible will be eligible (no mechanical reproductions will be accepted).**
  - iii. **Official Contest entry forms are only available at the location of the official entry box, while supplies last.**

8. **With respect to certain Contests and Methods of Entry, as applicable:**

- a. The entry process for some Contests may require for Entrants to login to, or to create, a free account in the App by accessing the App "settings", selecting "Sign In", and choosing to either (i) "Sign Up with Email" and complete the online registration form by providing your first name, last name, email address, and then by creating and verifying a password for your free account; (ii) "Sign Up with Facebook" and use Facebook profile to pre-load applicable portions of the registration form (*Facebook account is not required to enter this Contest*); or (iii) if you already have an App account, selecting "Sign In", and then providing your email address and password.
  - i. The free Audacy mobile application ("App") must be installed on Entrant's smartphone, and may be downloaded for free by visiting either the App Store or the Droid Market (depending on the particular make and model of your smartphone) on your smartphone, searching for Audacy, and downloading the app.
  - ii. INDIVIDUAL CARRIER, NETWORK AND/OR DATA USE CHARGES MAY APPLY.
  - iii. Some App Contests may require for (1) Entrant to enable notifications for the App; (2) sign up or already have a free Audacy App account; and/or (3) have the Station selected as one of the Entrant's "favorites".
  - iv. Entrants acknowledge and agree the ability to participate successfully in an App Contest, including but not limited to successfully downloading the App, successfully registering for an App account, and successfully entering the Contest, may be affected by (1) the use of devices other than a smartphone (*i.e., tablet or other device that runs mobile apps*), and/or (2) the connection of Entrant's smartphone.
- b. The entry process for some Contests may require Entrants to login to, or to create, a free account with the third party provider of a software platform used by the Station for such Contest(s) ("**Software Provider**"), by going to the Website, clicking on the Contest entry link, and completing and submitting the online registration form with all required information.
  - i. Limit one (1) account with the Software Provider per email address.
  - ii. Software Provider is not a sponsor of such Contests, but Entrants may be required, as part of the entry process, to agree and consent to the Software Provider's terms of service and/or privacy policy, both of which will be available via a link during the entry or account registration process (collectively, the "**Software Provider Policies**").
  - iii. For any Contest in which during the entry process, the Entrant elects to have their entry form pre-loaded or pre-populated with information from the Entrant's Facebook, Twitter, Google, or LinkedIn profiles, such Entrant authorizes the Software Provider and the Station to access, utilize and/or pre-load to such entry form, applicable portions of Entrant's profile information from such account.
  - iv. While agreement to the Software Provider Policies may be required in order to enter a Contest, the Software Provider Policies are not a part of these Contest Rules but are a separate agreement between the Entrant and Software Provider. In the event of any conflict between the Software Provider Policies and the Rules, the Rules will govern.
  - v. Station is not responsible for any error or technical malfunctions associated with the Software Provider site that may affect any Entrant's ability to enter, to win, or to be properly considered in a Contest, regardless of the cause. In the event of a malfunction associated with the Software Provider site that the Station in its sole and absolute discretion deems to materially and adversely affect a Contest, the Station reserves the right to (1) suspend such Contest; (2) terminate such Contest without a Winner; (3) terminate such Contest and select a Winner early; (4) provide alternative means of entry; and/or make any other changes to the Contest that the Station deems appropriate under the circumstances. Any such changes, terminations or suspensions will be published on the Contest Rules Page, and in the Station's sole and absolute discretion, may also be announced on-air, published elsewhere on the Website, and/or published on social media.
  - vi. Employees of Software Provider 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.
- c. The entry process for some Contests may require for Entrants to login to, or to create, a free account with a third party social media network, including, without limitation, Facebook, Twitter, Instagram, Snapchat, TikTok, LinkedIn, and/or any other third party social media network now known or hereafter devised ("**Social Media Network(s)**").
  - i. Such Social Media Network site operators are not sponsors, endorsers, and/or administrators of Contests, and are not affiliated with the Station or its Contests in any way. The Station cannot control certain factors relating to such Social Media Networks, including, without limitation, errors, cancellation of user accounts, and/or any technical malfunctions that may affect any Entrant's ability to enter, win, view, be advised of, be eligible for or be properly considered in a particular Contest.
  - ii. Station reserves the right, at any time and for any reason or for no reason, to disassociate any person from its Social Media Network page/following by any means then technically available to it (*e.g., "blocking" a "fan" from liking the Station's Facebook page, etc.*).
  - iii. Employees of Social Media Network 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.
- d. The entry process for some Contests may require Entrants to submit content such as, without limitation, an essay, photograph, audio work, or video work (together with any entry form and the content included, depicted, and/or captured in such essay, photograph, audio work, or video work, the "**Entry Content**"). Entrant must be eighteen (18) years of age or older, exclusively own, or have obtained a license from the owner of, the submitted Entry Content (*i.e., Entry Content cannot be "owned" in any way by any other person or company without obtaining his/her express consent to enter this Contest and allow the Station to use such essay, photograph, audio work, and/or video work as contemplated in the Contest Rules*). Entry Content must not contain or convey any



content that the Station determines, in its sole and absolute discretion, subjectively or otherwise, (i) to be indecent, profane, obscene, explicitly sexual, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, libelous, or hateful, (ii) to be racially, ethnically, or otherwise offensive or objectionable, (iii) to encourage unlawful behavior, (iv) to infringe upon the brand names, trade-marks, trade names, logos, or any other intellectual property that may belong to a third party, or (v) to disclose any detailed personal, physical, contact, or otherwise confidential information that may belong to a third party ("**Prohibited Content**"). The foregoing is not intended to require the Station to disqualify any Entrant(s) who submits Entry Content that includes, contains, or is comprised of, in whole or in part, Prohibited Content. In the case of any Entry Content that includes, contains, or is comprised of, in whole or in part, Prohibited Content, the Station may elect, in its sole and absolute discretion, to either disqualify the Entrant Content or edit, remove, and/or pixilate/cover the Prohibited Content. Notwithstanding the foregoing or any provision of any Rules to the contrary, the Station will not be required to make the same decision regarding any Entry Content that includes, contains, or is comprised of, in whole or in part, any Prohibited Content, and may elect in its sole and absolute discretion to treat all such problematic Entry Content differently or the same. Without limiting the generality of the foregoing:

- i. For any Contest specifically requiring Entrants to submit an essay as part of the entry process, such essay should not exceed the designated number of words as indicated by the Station; provided, however, that essays submitted with more than the designated number of words will not be disqualified (except to the extent that the online entry mode limits number of words/characters), but the Station will only be obligated to read and consider up to the designated number of words. Essays need not be truthful. The Station will not verify the truthfulness of the information submitted in each entry; provided, however, that failure to satisfy *(or suggestion that you fail to satisfy)* the entry eligibility requirements or other Contest Rules applicable to this Contest can result in disqualification of the Entrant from becoming the Winner, in the Station's sole and absolute discretion. The Station reserves the right, but is under no obligation, to edit an Entrant's essay in any manner that it chooses in the Station's sole and absolute discretion.
- ii. For any Contest specifically requiring for Entrants to submit a photograph as part of the entry process, the terms "Photograph", "Photo", and/or "Image" may be used interchangeably, and may include, but will not be limited to the inclusion of, any image that may be produced by an analog or digital camera, an optical image scanner (or simply, "scanner"), a "screen dump," "screen capture," "screenshot," or "screengrab," and/or the digital manipulation of one or multiple photographs achieved by the use of image editing software. **ONLY THE ENTRANT MAY BE VISIBLE IN THE PHOTO. NO OTHER PERSON AND/OR INTELLECTUAL PROPERTY (i.e., trademark(s), and/or copyrighted photo(s), works of art, etc.) MAY BE DEPICTED NO MATTER HOW FAR AWAY, OBSCURE, OR OTHERWISE;** provided, however, the Station reserves the right to accept Photos that have parts of other people visible that the Station deems in its sole and absolute discretion is not material to the Photo and such persons are completely indistinguishable (e.g., *a leg or finger*). Further the Station's decision in this matter is final and not appealable and the Station is not obligated to treat every Photo identically (e.g., *the Station may decide that in one photo a leg is not material, but that a leg is in another photo*). Except as set forth in the Rules for a particular Contest, any Photo of any person(s) other than the Entrant who is eighteen (18) years of age or older, more than one person, and or the intellectual property of any third party will be ineligible, and will be disqualified.
- iii. For any Contest specifically requiring Entrants to submit an audio work as part of Entry process, **ONLY THE ENTRANT MAY BE HEARD IN THE AUDIO. NO OTHER PERSON'S IMAGE, VOICE, TALENT, AND/OR INTELLECTUAL PROPERTY (i.e., trademark(s), and/or copyrighted sound(s), song(s), etc.) MAY BE AUDIBLE NO MATTER HOW FAR AWAY, OBSCURE, OR OTHERWISE.** Except as set forth in the Rules for a particular Contest, any audio work with any person(s) other than the Entrant who is eighteen (18) years of age or older, more than one person, and or the intellectual property of any third party will be ineligible, and will be disqualified.
- iv. For any Contest specifically requiring Entrants to submit a video work as part of Entry process, **ONLY THE ENTRANT MAY BE SEEN AND/OR HEARD IN THE VIDEO. NO OTHER PERSON'S IMAGE, VOICE, TALENT, AND/OR INTELLECTUAL PROPERTY (i.e., trademark(s), and/or copyrighted photo(s), video(s), song(s), works of art, etc.) MAY BE VISIBLE AND/OR AUDIBLE NO MATTER HOW FAR AWAY, OBSCURE, OR OTHERWISE.** Except as set forth in the Rules for a particular Contest, any video work with any person(s) other than the Entrant who is eighteen (18) years of age or older, more than one person, and or the intellectual property of any third party will be ineligible, and will be disqualified.
- e. **For any Contest that involves voting, regardless of the extent to which voting determines the Qualifier(s), and/or Winner(s): (i) except as otherwise announced, voting is for entertainment purposes only and will not be the determining factor in selecting Winners, but may at the Station's sole and absolute discretion be taken into consideration as one of many factors considered by the Station in determining the Winner; (ii) Contest eligibility requirements, including without limitation age and residency requirements, are not applicable to determining whether or not a person may vote in a Contest; (iii) the Station may, but will not be obligated to, post online the "in process" tally of online and/or texting votes, in intervals determined from time to time by the Station for each Contest as the Station sees fit, in which case(s) such posting(s) may be discontinued at any time, will not be real-time, may not be relied upon by Entrants or voters, is solely for entertainment/excitement purposes and is not binding upon the Station; and (iv) in the event of text voting, the Station reserves the right at any time to end text voting prior to the announced closing date for text voting, for any reason or for no reason, by providing at least twenty-four (24) hour notice on the Station's Website that such text voting will end early.**
  - i. Use of robotic, mechanical or other forms of pre-programmed internet, texting or phone call visit, voting or entry methods is NOT prohibited.

- ii. Notwithstanding the foregoing, the Station reserves the right, in its sole and absolute discretion, to implement entry/voting processes from time to time that may frustrate or prohibit automated entry or voting, including, without limitation, CAPTCHA, requiring Club membership logins or Contest/voting registrations, advance email address verification procedures, limiting the number of entries/votes/web hits accepted/counted after a maximum number within a specified period of time as established by the Station, which numerical/time limits the Station may decide not to disclose, and/or prohibit any further entries, votes or web traffic from a particular IP address during a particular Contest, period of time or permanently.
  - iii. Before or during any Contest, the Station reserves the right to install and access cookies, alone or along with other methods, to track web site traffic, entry and/or voting frequency, and/or to detect or prohibit automated methods of voting, entry or Website visits.
- f. For any Contest requiring that Entrants and/or Qualifiers be present at a Station event in order to continue participation in a Contest, Entrants hereby agree to strictly follow all instructions and directions given by the Station staff at the event and understand that any failure to comply with the Station's instruction, process, procedures or Contest Rules at the event may result in immediate disqualification in the Station's sole and absolute discretion. If check-in or registration at the event is required by the Station, you must check in, or in some cases be in line to check in, by a certain announced time. Eligibility to participate in the Contest event may require that at check-in each timely arrived participant complete, sign one or more liability release agreement(s), provide his/her social security number, provide evidence of a valid government issued photo identification (*i.e., driver's license, passport, or military ID*), and/or other specific requirements announced. Failure to do any of the foregoing at check-in if required will result in automatic disqualification. In the event that any Contest associated event or any Grand Prize Event needs to be rescheduled for any reason, such postponement will be announced on-air, on the Station's Website, and/or by means of one or more Station account on Social Media Networks. It is the sole responsibility of each Entrant/Qualifier to listen to the Station, check the Website and/or check the Station's accounts on Social Media Networks for cancellation and/or rescheduling information. Notwithstanding the foregoing, the Station may, but is not obligated to, send a written, electronic, or telephonic notice directly to Entrants/Qualifiers regarding any necessary rescheduling of any event or Grand Prize Event with the rescheduled date/time; provided, however, in no event will the Station or its sponsors have any liability or responsibility for any Entrant's/Qualifier's failure to receive the message, if any, for any reason. In no event will the Station have any liability or responsibility for any cancellation and/or rescheduling information, including the accuracy thereof, posted by any individual or entity other than the Station. In no event will the Station or its sponsors have any liability or responsibility for any potential Entrant's, Entrant's or Qualifier's inability to attend any event on the rescheduled date (*and no alternative opportunities will be offered*).
- g. For any Contest described as an "Instant Win" Contest, only the maximum available number of any designated Prize(s) will be awarded while supplies last, on a first-come, first-served basis among participating Entrants, as applicable and based upon one or more means of participating in such Contest, including, without limitation, being one of the up to X number of callers to the Station Contest phone number, being one of the X number of individuals present at a specific geographic location, spinning a physical or virtual prize wheel, and/or competing in any other game of skill now known or hereafter devised.
- h. Some Contests may only be open to entry by individuals who have an App account and have enabled notifications for the App, have an account with the Software Provider, opted-in to receive emails from the Station, and/or follow the Station on a specific Social Media Network. In the case of such Contests, information about the Contest and/or the entry process for such Contest will not available to the Station's listeners, Website visitors, and/or the general public, and the Station will only provide such Contest and/or entry information to the specific limited group of individuals who may enter such Contest. Such individuals may receive "secret" App notifications, emails, and/or direct messages from the Station from time-to-time telling them to (1) click a provided link in order to complete a "secret" contest entry form; (2) appear in person at a "secret" location at a specified time on a designated date; and/or (3) listen to the Station during certain day/time, or ranges of days/times, for a "secret" Cue-to-Call comprised of any one or more of the following, without limitation: (a) a specific song by a specific artist, (b) a group of songs played in a consecutive order (whether or not such consecutive songs are by the same artist), (c) a collection of songs by one or more specific artists, (d) a specific recorded sounder (*e.g., like a bell, whistle, or other sound effect*), (e) a live or recorded announcement of a keyword or code word, or (f) their name and town to be announced on-air in an announcement (*e.g., "Hi to [Name] of [Town], thanks for listening!" or similar announcement*).
- i. For any Contest described in this Section 8(h) that requires for an Entrant to listen to the Station, the email will also provide instructions on what to do at the time the designated song(s) and/or announcement(s) is broadcast in order to win, which will be one of the following ways: (a) be the designated caller (*e.g., 10th caller*) to the phone number provided in the email, (b) be one of the first [x] callers (*e.g., the first 10 callers*) to the phone number provided in the email, (c) when your name is announced call the designated Contest line within [x] minutes, or (d) within a specified time frame described in the email, complete an online entry form with an announced keyword or code word and any other required information as may be instructed and/or required on the form (*e.g., the exact name of a song or the day/time a song or sounder aired*).
  - ii. For any Contest described in this Section 8(h) that involve a grand Prize drawing, Qualifiers will be selected as described in the email, which will also include applicable information about the grand Prize drawing.
9. The Station may elect, but will not be obligated, to provide certain information not otherwise available to the general or listening public about a Contest by means of the App, the Website, email, or social media posting to a limited group of people. Such information may include, without limitation, dates and time ranges when a Contest song or sounder may be played, lists of correct or incorrect answers received, and/or Contest

reminders. In such events, no purchase will be required to obtain such information, but the Station may require that persons eligible to receive such extra information have an App account, receive emails from the Station, and/or have an account with one or more third party Social Network Sites. The Station will not be obligated to announce that it is or how it is making such additional information available, unless required by law. While such additional information may increase the chances that a recipient will know when to listen, or what the correct or incorrect answers may be (which information may not be available to non-recipients), there will be no advantage in the mode of entry by obtaining (or not obtaining) this additional information.

10. The Station reserves the right, but not the obligation, to post some or all entry information and/or Entry Content on the Website or by means of Social Media Networks, in whole or in an edited form in Station's sole and absolute discretion, as a "featured" entry. Having your entry posted and/or "featured" does NOT mean that the Entrant has won or is likely to win in that Contest. The decision to post or "feature" any such entries is for entertainment purposes only, and is not part of the Winner selection process. The Station cannot guarantee that it will be able to view all entries and/or required entry submissions (*essays, photos, videos, etc.*) submitted from a technical perspective, even if sent in the appropriate formats required. In the event the Station is not able to view any entry or entry materials submitted for any technical reason whatsoever, that entry may be disqualified (without notice to the Entrant) and the Station will have no liability or obligation to such Entrant with respect to the disqualified entry.
11. **By entering a Contest, Entrants understand that the Station staff may choose to comment on, mock, poke fun at, and/or mimic any Entrant's entry and/or performance. Entrants further understand that any Entrant's entry and/or performance may subject the Entrant to the risk of notoriety, publicity, ridicule, scorn and/or indignity, including from members of the public. Entrants waive any right to make any claim against the Station or any Contest sponsors with respect to any comments, disparaging or otherwise, made regarding such Entrant and/or his/her entry, entry materials, performance, voice, appearance, participation and/or any other information provided or disclosed to the Station during the course of a Contest. Further, Entrant acknowledges and agrees that all entries and/or entry materials become the property of the Station and will not be acknowledged or returned.**
12. Depending upon the type of Contest, the means of entry, and the entry information provided/required, the Station may notify potential Qualifier(s) and/or Winner(s) of such by phone, by email, by text message, by direct message or public post on social media network, by mail, and/or in person, as applicable. Notification is deemed to have occurred immediately at the time the Station calls, transmits, texts, messages, mails, or otherwise communicates such notification. The Station will only be required to leave one voicemail message, send one email, send one text message, send one direct message on social media, make one public posting on social media, and/or send one (1) letter. The Station reserves the right, but not the obligation, to attempt to contact any Entrant(s), Qualifier(s), and/or Winner(s) more than once, in its sole and absolute discretion, and will not be required to attempt to contact Entrant(s), Qualifier(s), and/or Winner(s) an equal number of times or in the same manner. The Station is not responsible for any change of email address, mailing address, and/or telephone number of Entrant(s), Qualifier(s), and/or Winner(s). The Station is not responsible and shall not be liable for late, misdirected or unsuccessful efforts to notify any Entrant(s), Qualifier(s), and/or Winner(s), and in the case of minors, for late, misdirected, or unsuccessful efforts of the Entrant to provide signed parental or guardian consent. If a Qualifier(s), and/or Winner(s) is unable to be notified for any reason for any amount of time, the applicable Prize may be forfeited and awarded to an alternate winner. If a Qualifier(s), and/or Winner(s) does not claim the Prize within the appropriate time given upon, the Entrant will automatically be disqualified and their Prize will be forfeited.
13. In the event multiple users of the same mobile phone, email, website, app, or social media account, as applicable, enter the Contest and a dispute thereafter arises regarding the identity of the Entrant, the Authorized Account Holder at the time of entry will be considered the Entrant. For purposes of the Rules, "**Authorized Account Holder**" is defined as the one (1) natural person who: (i) in the case of a mobile phone or email account, is assigned the mobile phone number or email account by an Internet access provider, online service provider, telephone service provider or other organization which is responsible for assigning phone numbers or email addresses; or (ii) in the case of website, app, or social media accounts, can demonstrate control over the means of such account by logging into such website, app, or social media account with the correct user name and password.
14. **Failure to comply with the Rules, along with any other terms and conditions applicable to Contest entry, including without limitation submitting an incomplete or fraudulent entry, and/or failing to complete the entry process, will result in such Entry being disqualified from such Contest. Proof of a person's submission of an entry shall not be deemed proof of receipt of such entry by the Station. When applicable, the Station's computer will be deemed the official time keeping device for the Contest. Entries will be disqualified if incomplete and/or if prohibited multiple entries in excess of the states limit are received. Any individual(s) that is found to be, or suspected of, tampering with a Contest in any way, including without limitation by making a fraudulent entry, by engaging in any "deal-making" with or between other Contest participants or third parties, by creating a public hazard, by cheating, by engaging in improper or illegal activity, by causing interference with or the destruction of property and/or utilized public safety resources will be disqualified from participating and/or winning any Prize(s), as applicable, and may be banned from any future participation in any Contest as determined by the Station in its sole and absolute discretion and on a case-by-case basis.**
15. **STATION WILL BE THE SOLE ARBITER IN ALL MATTERS RELATING TO THE CONTEST, INCLUDING WITHOUT LIMITATION, ENTRANT ELIGIBILITY, THE VALIDITY OF CONTEST ENTRIES, AND THE INTERPRETATION OF CONTEST RULES. ALL DECISIONS**



**BY STATION WILL BE FINAL AND MAY NOT BE APPEALED. ENTRY INTO CONTESTS CONSTITUTES AGREEMENT BY ENTRANTS TO ABIDE BY THESE RULES, AS WELL AS ANY OTHER RULES ESTABLISHED BY STATION.**

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

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16. The actual Prize(s), and value of any such Prize(s), will vary for each Contest. No more than the maximum number of Prizes set forth in the Rules for such Contest will be awarded. Prize terms, conditions, restrictions, and availability are subject to change. **Prize(s) will be released to the Contest Winner(s) only, and will only be awarded if properly claimed according to these General Contest Rules.** For each and any Contest, the Station may elect, in its sole and absolute discretion, to mail the Prize(s) to the Winner(s), to have a third party mail the Prize(s) to the Winners or arrange delivery of the Prize(s) to the Winner(s), to require for the Winner(s) to pick the Prize(s) up at the Station's studio during normal business hours, and/or require for the Winner(s) to pick the Prize(s) up at a third party designated location. Notwithstanding the foregoing or any provision of the Rules to the contrary, Station will not under any circumstances whatsoever be responsible for the delayed or failed delivery of any Prize(s) mailed to Winner(s).
17. Winners are solely responsible for any and all costs and expenses related to a Prize, the acceptance of a Prize, and/or the use of a Prize in any manner not specified in either the Rules or the terms, conditions, or restrictions applicable to such Prize. Winners are responsible for paying all applicable local, county, state and federal taxes on Prizes based on the estimated retail value of the Prize, as set forth in the Contest Rules, and may be issued an IRS Form-1099 for all Prizes won from the Station in any calendar year where the aggregate value of all such Prizes is \$600 or more.
18. The Station is not the supplier or guarantor of any Prize, unless otherwise specified. Prizes may be fulfilled by a third party fulfillment sponsor. **ALL PRIZES ARE AWARDED "AS IS" AND THE STATION DOES NOT MAKE (AND IS NOT RESPONSIBLE FOR) ANY REPRESENTATIONS, GUARANTEES, OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATING TO ANY PRIZE (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.**
19. Notwithstanding anything to the contrary herein, stated on-air, published online, or otherwise communicated to a potential Winner, no potential Winner of any Contest will be entitled to receive any Prize until the Station has verified such potential Winner's Contest eligibility and compliance with the Contest Rules and until such potential Winner has completed and submitted all documents required by the Station. **In order to receive any Prize, Winner(s) may be required to (i) present a valid photo identification issued by a commonwealth, state, or territory of the United States or by the United States federal government; (ii) complete and submit an IRS Form W-9 in its entirety, including with the Winner(s) valid United States taxpayer identification number or social security number; and/or (iii) provide or complete and sign any other documents required by the Station, including without limitation, one or more liability release agreements relieving the Station, its parent and affiliates and their respective officers, directors, members, managers, employees, agents, Contest sponsors and others from any and all liability with respect to the Entrant's participation in the Contest and the receipt and/or use of the Prize.** Any person who refuses to present a valid government issued photo ID, to provide a valid social security number, and/or to provide or complete and sign any other documents required by the Station by the deadline required by the Station will forfeit any and all Prizes. The Station reserves the right to examine identification and may reasonably choose to accept or deny awarding the Prize based on the identification presented.
20. **Except by the Station, which reserves the right to substitute a Prize, in whole or in part, with another Prize or Prize portion of greater or equal value. Except where required by law, Prize(s) may not be redeemed for cash, substituted, transferred or assigned, except as may be determined by the Station in its sole and absolute discretion on a case-by-case basis.** Winners are prohibited from selling any Prize awarded or transferring any Prize without the Station's authorization, which authorization must be in writing by a Station representative and will be granted or withheld in the Station's sole and absolute discretion on a case by case basis. In the event the Station discovers or suspects (*correctly or incorrectly*) that a Winner is attempting to sell his/her Prize from the Station (*e.g., on eBay, Craigslist, StubHub, or otherwise*), the Station reserves the right, in its sole and absolute discretion, on a case by case basis, to take any one or more actions, including without limitation: (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 Contests, whether for a fixed period of time or in perpetuity, in the Station's sole and absolute discretion, and if such Winner ever wins a future Contest during the period that he/she is banned, he/she will 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, deactivate, render void, and/or cancel and invalidate any Prize awarded that the Station suspects was sold or transferred without authorization.
21. In the event that any Entrant(s), Qualifier(s), and/or Winner(s), as applicable, is disqualified from a Contest for any reason permitted by the applicable Contest Rules at any point in time (before or after a Winner is determined), the Station and/or sponsor(s) may, but will NOT be obligated to, notify any such individual(s) of such disqualification or forfeiture. The Station may, but will NOT be obligated to select an alternative Qualifier, and/or Winner, as applicable. Prizes not claimed within thirty (30) business days of being advised by the Station that the Prize is available for pick-up, or such shorter period of time if so stated in the Rules for a Contest, or in the case of a time sensitive Prize within its period of usability if shorter than thirty (30) business days, will be considered forfeited without notice to the Winner(s). Regardless of the





reason, all forfeited Prizes become the sole property of the Station and may be reallocated to another Contest and/or awarded to another Winner, or discarded in the Station's sole and absolute discretion.

22. Unless otherwise specified, the following terms, conditions, and/or restrictions may apply generally to Prizes awarded in Contests:
- Any Prize involving travel, including without limitation Prizes consisting in whole or in part of overnight accommodations and/or travel by air, rail, ship, or motor coach, will be based upon availability and subject to additional terms and restrictions imposed by the Station, Contest sponsors, and/or other agents participating in the Contest and/or fulfillment of the Prize, including without limitation blackout dates, peak period restrictions, expiration dates, and/or additional age restrictions imposed upon the Winner and/or the Winner's guest(s). These restrictions are not subject to negotiation. Winner's guests may be required to sign one or more liability release agreements before being authorized by the Station or its sponsor to be allowed to participate as Winner's guest on a trip. In addition, such Winners and guest(s) are required to travel on the same itinerary, to which changes may not be made once booked, and are solely responsible for obtaining any international travel documents, visas or passports that may be required. Reservations are non-transferable and once booked and confirmed may not be rescheduled. Overnight accommodations will consist only of standard double occupancy accommodations, and Winner will be solely responsible for all ground transportation, for the purchase of any items of a purely personal nature, for the payment of any incidental expenses, and for the payment of any taxes, charges, and/or fees. **Winners may be required to provide a valid credit card to check into the hotel and to cover incidental expenses.** Air travel will consist only of round trip coach air transportation to/from a commercial airport in/near the destination city from/to a commercial airport in the greater metropolitan area in which the Station is located, and the Winner will be solely responsible for all ground transportation and for the pre-payment of any applicable taxes or airport, baggage, or government fees or charges.
  - Any Prize that consists of an opportunity to meet with, participate in an activity with, interview or have similar interaction with any celebrity (*other than employees of the Station*) is contingent upon the celebrity appearing for such activity/event, which is beyond the Station's control. The Station is not responsible if a Winner and/or his/her guests are unable to meet such celebrity or participate in the associated activity if the celebrity determines this is not allowable for any reason or fails to appear/participate for any reason, including without limitation any illness, act of god, scheduling conflict or any other reason. In such event, the Station is not responsible for such portion of the Prize, which has no monetary value, and no alternate Prize will be awarded and the event/activity will not be rescheduled. In the event that the Station elects, in its sole and absolute discretion, to attempt to reschedule any such event/activity or offer an alternate Prize, the Station will have no obligation whatsoever to offer any other alternate Prize if such attempt to reschedule or other offer is not accepted by or utilized by Winner for any reason whatsoever.
  - Any Prize that is awarded in the form of a gift certificate or gift card, the use and/or redemption of such certificate or card may be subject to additional terms and restrictions, including without limitation expiration date, specific locations at which such certificate or card may be redeemed, may be based on availability and may include black-out periods, restrictions or excluded items (*i.e., tax, tips, alcoholic beverage, or goods from a particular manufacturer*). Gift certificates are only redeemable at the locations for which they are specified.
  - Any Prize involving the award of cash will be fulfilled in the form of a company check payable to the verified Winner only and made available approximately six (6) to eight (8) weeks from the date upon which the Winner completes and submits all documents required by the Station.
  - The Station and sponsors are not responsible for replacing or reimbursing Winners with any form of compensation for flights or events that are canceled, rescheduled or delayed. All cancellations are deemed beyond the control of the Station and its sponsors. This includes, but is not limited to, event cancellations, trip schedule changes, flight cancellations, changes in travel arrangements, travel delays of any form and duration, as well as all delays or cancellations due to acts of nature, terrorism (*including threats*), war, illness, or any pandemic or epidemic constituting a public health emergency that are subject to government mandated quarantines, travel restrictions, or stay-at-home orders. Additionally, the Station is not responsible for any work stoppage, bankruptcy or other condition beyond the Station's control that may affect the Station's ability to provide any of the Prizes. The Station is not responsible for any expenses incurred by Contest Winners as a result of such cancellations, delays or other circumstances beyond the Station's control.
  - In all instances in which Winner has the right to select specific products, the choice of products offered may be limited or certain specific products or manufacturers may be excluded, may be subject to availability, and Winner will receive additional information on such restrictions and limitations after they have been awarded the Prize.

#### Other Rules that May Apply to Contests

23. Odds of winning any Contest depend upon the how the Contest is conducted. For random drawings, the odds of winning will depend upon the number of entries received. For Contests in which Qualifiers are selected for a random drawing to determine Winner, odds will depend on the total number of Qualifiers. For Contests of skill that do not involve any element of chance, odds of winning are not applicable. All tie breaking procedures will be set forth in the Rules, but may also be published on the Station's Website and/or communicated directly to such tied Contest Entrants.
24. In addition to the Contest Rules Page, the Station and/or its sponsors may provide the Rules for a Contest on-air, on a website, in blog or social media post(s), by text, instant, or direct message(s), and/or on-site/point-of-purchase poster(s), display(s), material(s) or handout(s); provided, however, in no event will the Station be responsible for the failure of any third party sponsor or location to make the Rules available. Except if specifically required by law or the context of a particular Contest, the Rules will not be announced or broadcast on-air.



25. The Station may or may not respond to inquiries by Entrants or potential Entrants regarding the status of their entry and/or to questions about a Contest, regardless of the means by which such inquiry is made, and the Station is not obligated to respond to, or to treat, all such inquiries identically (even if the question is identical). Time considerations and/or volume, among other things, may impact the Stations' desire or ability to respond to such inquiries from time to time. Notwithstanding anything that may be communicated by any Station employee in connection with any such inquiry, the sole determining source for information related to a particular Contest will be the Rules for such particular Contest, and any information communicated by Station employee(s) will neither be binding on the Station nor be deemed to be providing any type of improper assistance or advantage to any particular Entrant 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.
26. Except if inconsistent with the Rules, any reference to the Station's privacy policy in Contest Materials or advertisements will be deemed to refer to the Station's privacy policy (*if any*) available from a link at the bottom of the Station's Website ("**Privacy Policy**"), unless a different privacy policy is specifically identified, in which case, any such third party privacy policy will NOT be applicable to or part of these Contest Rules. The Station may use cookies and/or collect IP addresses for the purpose of implementing or exercising its rights or obligations under the Contest Rules, for information purposes, for identifying your location and redirecting you to the appropriate geographic website, if applicable, and/or for any other lawful purpose in accordance with the Privacy Policy. Information collected by the Station in connection with entering, voting or otherwise participating in any Contest may be shared with sponsors of particular Contests, and otherwise used in accordance with the Privacy Policy. Without limiting the generality of the foregoing, the Station may retain for a reasonable period of time, the Entrant's personal data in order to enable it to send that Entrant any Prize that they have won and to verify that these Official Rules have been complied with, and for accounting purposes. This data may be passed to a third party to enable such third party to fulfill any necessary requirements relating to the award of a Prize. Any other use of personal data will be in accordance with, and subject to, the Station's Privacy Policy to which there is a link in the footer of the Website and on the Contest Rules Page. Entrant may have the opportunity to opt in to receive emails or other communications from third parties. In the event that Entrant opts in to any available opportunities to receive information from a third party, that may or may not be associated with this Contest, Entrant understands and acknowledges that his/her information will be provided to such third party and may be used by the third party as set forth in the third party's privacy policy. Any available opt-in opportunities are not required to enter the Contest, and opting in will not improve your chances of winning.
27. All entries and Entry Content become the property of the Station and will not be acknowledged or returned. Participation in a Contest and/or acceptance of Prize(s) constitutes consent by Entrant and/or Winner's (*and by Winner's guest(s) if applicable*) for the Station or its agents (i) to interview the Entrant and/or Winner(s) (*and Winner's guest(s), if applicable*), (ii) to photograph, film, and record (*audio and/or video*) Entrant and/or Winner(s) (*and Winner's guest(s), if applicable*), and (iii) to use in commerce and in any medium now or hereafter known throughout the world in perpetuity and without payment of any compensation or additional consideration: his/her name, hometown (city and state), biographic information, likeness, photograph, audio or video recording, Entry Content, Prize information (*if any*), and/or any statements made by him/her regarding the Station, the Promotion, and/or its sponsor(s) for purposes of trade, publicity, or promotion without notice or additional compensation, notification, or permission, except where prohibited by law. Without limiting the generality of the foregoing, Entrants acknowledge and agree that by submitting Entry Content as part of Contest entry, such Entry Content will be deemed a "Work Made For Hire" under the Copyright laws of the United States, but if it cannot be so deemed, then the Winner irrevocably assigns and transfers to the Station all of his/her right, title and interest in and to his/her Entry Content, including all but not limited to all copyright and trademark rights which he or she may have, in the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged. Winner hereby waives in favor of the Station, all rights of "Droit Moral" or "Moral Rights of Authors" or any similar rights or principles of law that Winner may now or later have to their Entry Content. The Station reserves the right to alter, change or modify the winning Entry Content, in its sole and absolute discretion. Upon request of the Station, Winner shall execute and deliver such additional instrument of assignment, as may be solely deemed by the Station, reasonably necessary to establish the ownership of record of the right, title and interest in and to the Entry Content and of the copyrights transferred and "Moral Rights of Authors" waived under these Official Rules. Should the Station fail to request the said assignment as stated that shall not be deemed a waiver of the Station's rights and the Station may at a later time request the assignment.
28. **Participation in a Contest and/or acceptance of Prize(s) constitutes agreement by Entrant and/or Winner (*and by Winner's guest(s) if applicable*) to release, forever discharge, indemnify, and hold harmless the Station, its affiliates, parents, assigns, successors, employees, participating sponsors, agents and all others connected with them and the promotion, Contest, and/or event (the "Released Parties") 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.**
29. The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering, or the administration of a Contest or in the announcement of a Prize; (ii) incorrect or inaccurate information, human error, failure, or omission; (iii) unauthorized human intervention; (iv) lost, stolen, mangled, misdirected, illegible, incomplete, or late entries; (v) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties and other technological problems or for telephone service outages, delays, busy signals, poor signals or

signal interference, accidental disconnection, equipment malfunctions, and any other technological failures of any kind; or (vi) any cancellations, delays, diversions, or substitutions or omissions whatsoever by any transportation providers or any other persons or entities providing any services to Entrant(s) and/or Winner(s) (*and Winner's guest(s) if applicable*) including any results thereof such as changes in services or location necessitated by same.

30. The Station reserves the right to modify, suspend, cancel, and/or terminate any Contest and/or Prize(s) without prior notice if such Contest cannot be executed and/or such Prize(s) cannot be fulfilled as advertised, either in whole or in part, and/or if the conduct of such Contest and/or fulfillment of such Prize(s) becomes impracticable or impossible as the result of any other factor beyond the Released Parties' control, including, without limitation, (i) any strike, insurrection, flood, fire, riot, act of God, war, emergency, terroristic threat (including general threats) or activity, and/or any pandemic or epidemic constituting a public health emergency that are subject to government mandated quarantines, travel restrictions, or stay-at-home orders; and/or (ii) any infection by computer virus, tampering, unauthorized intervention, fraud, technical failures that may corrupt or affect the security, administration, fairness, integrity or proper conduct of the Contest or that causes the Contest to become compromised or corrupted in any way, electronically or otherwise. The Released Parties will not responsible and/or liable in any way for any such modification, suspension, cancellation, and/or termination. If the Contest is cancelled or terminated before the original end date, the Station reserves the right, in its sole and absolute discretion to, to modify the procedure for selecting Winners, unless the nature of the event giving rise to such termination renders it impossible to select Winner(s).
31. Any controversy or claim arising out of or relating to the Contest shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("**JAMS Rules and Procedures**") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply the laws of the Commonwealth or State in which the Station's office is located consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, the Station will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor the Station shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS CONTEST IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.
32. ALL TRADEMARKS, SERVICE MARKS, TRADE NAMES, TRADE DRESS, PRODUCT NAMES, AND LOGOS APPEARING IN ANY RULES AND/OR ANY CONTEST ARE THE PROPERTY OF THEIR RESPECTIVE OWNERS. USE DOES NOT IMPLY AFFILIATION OR ENDORSEMENT.
33. Winner List(s): For a list of Winners for a particular Contest, mail a self-addressed stamped envelope to the Station, at 25 Garlington Rd, Greenville, SC 29615, and identify the name of the particular Contest for which you would like to receive a Winner's list. All requests for Winner lists must be mailed and received by the Station after the Contest is over but prior to three (3) months after the Contest has been concluded.