

WRVS General Contest Rules

WRVS may from time-to-time conduct contests concurrently and simultaneously on its HD channels. WRVS 89.9 will conduct its contests substantially as described in these general contest rules, and by participating, each participant agrees as follows:

1. Prize(s). The prize(s) that may be awarded to the eligible winner(s) are not transferable, redeemable for cash or exchangeable for any other prize. All prizes must be redeemed from WRVS within five (5) business days of the contest end date unless otherwise stated in the contest's official rules. Certain prizes are date specific (i.e., concerts, etc.) and the winner or winners must be available on the dates specified. If a winner cannot be contacted or is disqualified for any reason, WRVS reserves the right to determine an alternate winner or not to award that winner's prize, in its sole discretion.

2. Eligibility and Limitations. No purchase necessary. All prizes are non-transferable. No cash or other substitutions are allowed. Prizes have no cash value. Odds of winning are dependent upon the total number of contestants who enter the Contest. Participants and winner(s) must be U.S. residents. Contest winners must be 18 years of age unless otherwise determined by a contest's official rules. If the Contest is open to minors, a parent or guardian of any participant who is a minor must sign a release on behalf of the minor to be eligible to receive a prize, but WRVS reserves the right to refuse to award a prize to or on behalf of any minor. Unless otherwise stated in the official contest rules, only one (1) entry per person. Only one (1) prize per household for the Contest. Only one (1) prize per household from WRVS within any thirty (30) day period for all prizes. If the contest involves listener participation by voting for a contest participant on the Radio Show's website, then the voting is limited to one (1) vote per person. If a contestant receives multiple and/or irregular votes from the same user or users, regardless of the source, the Radio Show reserves the right to disqualify the contestant in its sole discretion. Employees of WRVS, the Contest's participating sponsors and their advertising agencies, employees of other radio or television stations, and members of the immediate family of any such persons are not eligible to participate and win. The term "immediate family" includes spouses, siblings, parents, children, grandparents,

and grandchildren, whether as “in-laws,” or by current or past marriage(s), remarriage(s), adoption, co-habitation or other family extension, and any other persons residing at the same household whether or not related.

3. Telephone and Delivery Disclaimer. If a contest is a call in to win contest and/or a telephone is needed to participate in the Contest, participants are restricted to the use of cell phone or telephone equipment. Participants that enable the “Caller ID” block function will not be allowed to participate unless they enter their correct area code and telephone number if prompted, or disable the features inhibiting their participation in the Contest. WRVS disclaims all liability for the inability of a participant to complete or continue a telephone call due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond the WRVS’ control, or otherwise. For all contests WRVS disclaims all liability for any delays, misdelivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method. WRVS is not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the Contest, and any injury or damage to entrant’s or any other person’s computer related to or resulting from participating in or downloading any information necessary to participate in the Contest. When contests requiring handwritten entry forms exist, no photocopies or mechanical reproductions of entry forms are permitted.

4. Voting Contests. By participating in the voting portion of any contest, each voting participant agrees to be bound by the official contest rules. Voting is limited to one vote per verified email address. If an entrant receives multiple and/or irregular votes or multiple votes from the same user or users, including but not limited to, votes generated by a robotic, programmed, script, macro, other automated means or other source, the Radio Show reserves the right to disqualify the entrant in its sole discretion. If the contest includes the use of an internet tool and the internet voting process fails to operate properly or appears to be tampered with or tainted with errors, fraud or unfair practices, WRVS reserves the right to use another means to determine the winner(s), i.e., random selection or appointing a panel of judges. All decisions of the judges are final.

5. **Publicity; Use of Personal Information.** By participating, where allowed by law, all participants and winner(s) grant WRVS exclusive permission to use their names, characters, photographs, voices, videotape, and likenesses in connection with promotion of this and other contests and waive any claims to royalty, right, or remuneration for such use.

6. **Consumer Created Content.** If the entry for the contest includes any creative material from the participant, including but not limited to, consumer created content, by submitting your entry: (1) you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place the company or contest sponsors under any fiduciary or other obligation, that the company is free to disclose the ideas on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you; (2) you acknowledge that, by acceptance of your submission, WRVS and contest sponsors do not waive any rights to use similar or related ideas previously known to sponsor, or developed by their employees, or obtained from sources other than you; (3) you are verifying that you are the owner and producer of the submitted material and that no third party ownership rights exist to any material submitted, and (4) you are hereby granting WRVS and the Radio Show a perpetual, worldwide, non-exclusive, royalty-free, sub-licensable (through multiple tiers) right and license to use, publish, reproduce, display, perform, adapt, modify, distribute, have distributed and promote such content in any form, in all media now known or hereinafter created, anywhere in the world, for any purpose.

7. **Release.** By participating in the Contest, each participant and winner waives any and all claims of liability against WRVS, its employees and agents, the Contest's sponsors and their respective employees and agents, for any personal injury or loss which may occur from the conduct of, or participation in, the Contest, or from the use of any prize. In order to receive a prize, participants must sign an official waiver form provided by the WRVS.

8. **Taxes.** Each winner is solely responsible for reporting and paying any and all applicable taxes related to the prize(s) and paying any expenses associated with any prize which are not specifically provided for in the official rules as required by law. Each winner must provide WRVS with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Any person winning over \$600 in prizes from WRVS will receive an IRS form 1099 at the end of the calendar

year and a copy of such form will be filed with the IRS. Some prizes may require winners to pay sales tax in addition.

9. **Conduct and Decisions.** By participating in the Contest, participants agree to be bound by the decisions of WRVS personnel. Persons who violate any rule, gain unfair advantage in participating in the Contest, or obtain winner status using fraudulent means will be disqualified. Unsportsmanlike, disruptive, annoying, harassing or threatening behavior is prohibited. WRVS will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Contest and WRVS' decisions concerning such disputes shall be final. If the conduct or outcome of the Contest is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference or any event beyond the control of WRVS, WRVS reserves the right to terminate this Contest, or make such other decisions regarding the outcome as WRVS deems appropriate. WRVS reserves the right to stop a contest at any time for any reason, including a national disaster, terrorist activity (or the threat thereof), or any other event reasonably beyond the control of the station. All decisions will be made by WRVS and are final. WRVS may waive any of these rules in its sole discretion. Any attempt by an entrant or any other individual to deliberately circumvent, disrupt, damage or undermine the legitimate operation of this Contest is a violation of criminal and civil laws. Should such an attempt be made, WRVS reserve the right to seek civil and/or criminal prosecution and/or damages from any such person to the fullest extent permitted by law.

10. **Miscellaneous.** Void where prohibited. Odds of winning depend upon the number of participants. Each winner must submit proof of eligibility and sign WRVS release form to claim the prize. WRVS may substitute prizes, amend the rules or discontinue the Contest at any time as announced on the Radio Show. WRVS disclaims any responsibility to notify participants of any aspect related to the conduct of the Contest. For a copy of the rules, or where required by law, a list of winners, visit the visit the Radio Show's website. All entries become the property of WRVS and will not be returned. Rules are subject to change without notice.

11. **Compliance with Law.** The conduct of the Contest is governed by the applicable laws of the United States of America, which take precedence over any rule to the contrary herein. WRVS shall follow the applicable laws for conducting contests, including notice to the state attorney general or consumer affairs office, posting of a

prize bond, furnishing lists of winners, running specific on-air disclaimers, providing specific written information about the Contest, etc. as required by local and state law.