



## **GENERAL CONTEST RULES**

These rules apply to all contests conducted by Beasley Media Group, Inc. dba WPEG (“Station”). In certain cases, particular contests may have their own specific rules which will be set forth in contest rules for that particular contest and will be available at the Station studio and on the Station’s website.

### **1. HOW TO ENTER AND PLAY**

**a.** The “Beat the Bomb” Contest will begin Wednesday, November 1, 2017 at approximately 6:00am and will end on Friday, December 1, 2017 at approximately 8:00pm. On air personalities will announce the exact time the contestants will play every weekday morning and contestants will play four times per day for the duration of the contest. On air personalities will solicit contestants to call now to play Beat the Bomb and win cash. The personality will select a contestant at random to play. The Contestant will then listen to a piece of audio that will announce a number of incremental dollar amounts. For example: “\$50...\$220...\$300...\$750”...” and so on. The Audio will eventually conclude at a different dollar amount each time Beat the Bomb is played. There will be an audio sound effect representing the end of the conclusion of the audio. Once the Audio commences, the Contestant, at the station’s discretion, who say’s their name (or another word as nominated by the personality) will be rewarded with prize money to the value of the last dollar amount announced on the Audio prior to the Contestant signaling for the Audio to stop. Should a piece of Audio conclude before a Contestant signals for the Audio to stop, no Contestant will be awarded with a prize. Any unclaimed prize money from a particular contest spot may, at the station’s discretion, may be jackpotted into future contest spots.

**b.** Unless otherwise noted, one entry per person will be accepted. In the event multiple entries are allowed, each entry must be submitted individually. Mechanically reproduced or software generated entries of any kind will not be accepted. Any materials submitted become the property of Station and will not be returned.

### **2. ELIGIBILITY RESTRICTIONS**

**a.** Unless otherwise specified, contests are open to all WPEG listeners who are 18 years of age or older unless the promotion or ticket states that contestants need to be 21 years of age or older and who reside in Charlotte Metropolitan Area. Contestants must possess a valid, government-issued ID. Winner must show proof of Charlotte Metropolitan area residency to verify eligibility.

**b.** Employees of Station, its licensee, its parent corporation and their affiliated entities, advertising and PR agencies, participating sponsors/promotional partners, other radio stations in the Charlotte Metropolitan area and the members of their immediate families are ineligible to participate or win.

**c.** Contestants are eligible to win a WPEG contest only once every sixty (60) days and a prize valued at \$600 or more, only once every six months. Only one winner per household (whether related or not) is permitted in any contest

### **3. PRIZES**

**a.** A total of \$10,000.00 can be won by contestants for the duration of this contest.

b. All winners must appear in person to the office of the Station located at 1520 South Boulevard, Suite 300, Charlotte, NC 28203 Monday-Friday, during regular business hours to complete a W-9 and sign all applicable release forms related to the contest. These documents must be signed within thirty (30) days of winning. Failure to complete documents within thirty (days) will result in forfeiture of the prize.

c. **Checks will be mailed to all winners.** In the event that a prize or prize certificate is mailed to the winner, it will be with the prior written consent of the winner and therefore, winner assumes the risk of its arrival. The Station is not responsible for the safe arrival of a prize or prize certificate.

d. Prizes are not transferable. Prizes may not be substituted for or redeemed for cash.

#### **4. SELECTION OF WINNERS**

a. Contest winners will be selected and notified of their prize in the manner announced by the Station.

b. Contestants will be selected to play Beat the Bomb through the phone after solicits are announced on air.

c. Unless otherwise specified, if the winner(s) cannot be contacted with 24 hours after the prize is awarded, an alternate winner may be selected at the Station's discretion. Winners who fail to respond within 24 hours of prize notification are deemed to be waiving their prize claim and the prize will be forfeited.

d. The odds of winning depend upon the number of eligible entries received.

#### **5. CONDITIONS**

a. **WARNING:** Online listeners to streamed broadcasts may experience a lag in transmissions.

b. **Taxes and Liability:** Payment of all federal, state and local taxes is the sole responsibility of the winner. Contest winnings will be reported to the Internal Revenue Service and winners can expect to receive a 1099 tax form for prizes which total more than \$600 for the calendar year. Winners may be required to accurately complete and submit IRS Form W-9 to the Station as a condition of acceptance of a prize.

c. By participating in the contest, contestant agrees to have his or her name, voice, or likeness used in any advertising or broadcasting material relating to this contest without additional financial or other compensation.

d. By participating in the contest, contestants hereby releases and agrees to indemnify and hold harmless the Station, its licensee, affiliates, subsidiaries, parent corporation and each of their officers, directors, shareholders, employees, advertising and PR agencies, sponsors, advertisers, promotional partners, agents, representatives, and their successors and assigns, and all others connected with them and the contest (collectively, "Released Parties") from any and all liability, claims, actions and damages sustained or incurred by participation in the contest and the receipt and use of any prize awarded (if any) through such contest arising in any manner whatsoever.

e. Contest winners (and their guests or travel companions, if any) may be required in the Station's sole discretion, to sign a liability release and a publicity release. A winner (or his/her parent or legal guardian if under the age of 18 years) must execute and return any required release within five (5) business days from notification or winner will be disqualified and the prize will be forfeited. An alternate winner may be chosen by random selection. Pursuant to the liability release, the winners will agree to hold the Released Parties harmless against any and all claims or liability arising directly or indirectly from the prize or participation in the contest. Any contestant (or his/her parent or legal guardian, if applicable) who refuses to sign any required release will forfeit any and all prizes.

f. The Station will be excused from its obligation to conduct the contest if its performance is delayed or prevented due to causes beyond its control, including, but not limited to acts of God, public enemies, war, civil disorder, fire, flood, hurricanes, explosion, labor disputes or strikes, and any acts by any governmental authority.

- g.** The Station, its licensee, affiliates, subsidiaries, parent corporation, sponsors, advertisers and promotional partners, and their assigns and successors are not responsible for failure to conduct or for alterations to the contest due to circumstances beyond the control of any such entity.
- h.** Decisions of Station management with respect to the contest are final.
- i.** The Station reserves the right to end any contest or amend these rules upon announcement on air or publication at [www.power98fm.com](http://www.power98fm.com).
- j.** The Station reserves the right to make changes to the rules of the contest, including the substitution of a prize or prizes of equivalent or greater value, which will become effective upon announcement.
- k.** The Station is not responsible for any prizes or certificates lost or stolen after the winner has claimed them from the Station.
- l.** Prizes are awarded 'as is' with no guarantees or warranties as to use. Acceptance of a prize releases the Station, its sponsors, promotional partners and advertisers from all liability and claims concerning the prize, its delivery, and its use.
- m.** The Station is not responsible for typographical or other errors in the printing, the offering or the administration of the contest or in the announcement of a prize. The Station is not responsible for (i) lost, stolen, mutilated, misdirected, postage due, illegible, incomplete or late entries; (ii) telephone or mobile service outages, delays, busy signals, facsimile transmission errors, equipment malfunctions and any other technological difficulties that may prevent an individual from completing his/her telephone call or from sending a text message (if applicable, message and data rates may apply, and the Station is not responsible for any fees incurred by an entrant for this method of entry); (iii) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties or other technical difficulties.
- n.** By participating in this contest, contestants agree to be bound by these rules. Failure to comply with the contest rules may result in a contestant's disqualification, at the sole discretion of the Station.
- o.** Contestants are required to provide truthful information as part of their entry and the Station will reject and delete any entry that it discovers to be false or fraudulent. The Station will disqualify any entry from contestants who do not meet the eligibility requirements and the Station will also delete any online entry knowingly received from contestants under the age of 13 in compliance with the Children's Online Privacy Protection Act.
- p.** Any materials submitted become the property of the Station and will not be returned.
- q.** No purchase is necessary. The contest is void where prohibited. Contests and promotions are subject to all federal, state and local laws.
- r.** By use of the Station's website and by entering this Promotion, contestants agree to the Station's Terms of Service Agreement and to the use of Personal Information as stated in the Privacy Policy located at [www.power98fm.com](http://www.power98fm.com).
- s.** Copies of the written contest rules and a list of all winners are available during regular business hours at the main studio of the Station, 1520 South Boulevard, Suite 300, Charlotte, NC 28203, or by sending a self-addressed, stamped envelope to the Station.

## **6. TELEPHONE CONTESTS**

- a.** The Station cannot be held responsible for allegations of telephone malfunctions. The Station is not responsible for callers lost or disconnected before completing his or her prize claim. When a caller is lost or disconnected prior to broadcast, the Station can, at its discretion, select the next eligible caller received to win/participate. The Station is not responsible for any lost connections, miscommunications, failed computer or telephone transmissions, equipment or other technical failure or service interruptions. The Station is not responsible for any carrier or server delays or failures.

## **7. TEXT CONTESTS**

- a.** You understand, acknowledge and agree that no purchase is necessary to participate in any text-to-win contest or subscribe to any text club, and that texts sent by the Station are sent using an automated telephone dialing system. By initiating a text message to the Station in this contest, you also expressly consent to the receipt of a reply message confirming your entry and notification via text if you are selected to be a winner. You also understand, acknowledge and agree that reply messages from the Station may contain advertising and marketing messages, which support this free service.
- b.** Message and data rates may be charged by your wireless carrier. The Station is not responsible for any fees incurred by you for this method of entry.
- c.** Entrants to this contest do not provide detailed personal information at the time of entry given the limitations of the text message format, but must provide all requested information if selected as the winner(s), including first name and last name, complete postal address (street, city, state, and zip code), email address, telephone number, date of birth, social security number (if required by law and federal tax reporting requirements), and verification of identity (such as a valid government-issued ID).
- d.** All entrants must follow the “call to action” entry instructions and submit any requested information. If you change your mind regarding the subscription to the text club, you should text the word “STOP” to the designated short code when you receive the confirmation message. You may opt-out to a text club at any time.
- e.** Text message and any mobile device entries will be deemed made by the authorized account holder of the mobile account submitted at the time of entry. The authorized account holder is the natural person who is assigned to the text or mobile telephone number by a telecommunications provider, or other organization that is responsible for assigning such numbers. Multiple entrants are not permitted to share the same text or mobile telephone number. Only text messages individually generated by wireless devices such as cellular or smart telephones and blackberries will be accepted; use of any device to automate entry is prohibited and will be cause for disqualification. Proof of submission of an entry from the entrant shall not be deemed proof of receipt by the Station. The contest/sweepstakes administrator’s telephone system or text platform is the official time keeping device for the contest.
- f.** The Station is not responsible for any lost connections, miscommunications, failed computer or telephone transmissions, equipment or other technical failure, service interruptions, carrier or server delays or failures. The Station is not responsible for mis-sent, misdirected, or undeliverable text entries, and votes cannot be recalled once sent.

## **8. INTERNET RULES**

- a.** The Station is not responsible for entries not received due to difficulty accessing the Internet, service outages or delays, computer difficulties or other technological glitches.
- b.** Contest participants using the Internet must provide a valid email address.
- c.** The Station and sponsors are not responsible for technical, hardware, software or telephone or other transmission failures of any kind; lost or unavailable network connections; or incomplete, garbled or delayed computer transmissions whether caused by the Station, users, by any equipment or programming utilized in promotions, games or contests, or by human error which may occur in the processing of submissions, which may limit a participant’s ability to participate.
- d.** The Station reserves the right, in its sole discretion, to cancel or suspend a promotion, game or contest should a virus, bug, computer or other problem beyond the control of the Station corrupt the administration, security or proper execution of game or contest. The Station, in its sole discretion, may award prizes to entries received by alternate means. All Internet participants agree to be bound by the specific contest rules, and the General Contest Rules appearing above.
- e.** To enter online, you must enter your first name and last name, complete address, city, state, zip code, home telephone number and a valid email address in the online entry form. One Internet entry per person and one Internet entry per email address. Internet entries will be deemed made by the authorized account holder of the email address submitted at the time of entry. The authorized account holder is the natural person who is

assigned to the email address by an Internet access provider, online service provider, or other organization that is responsible by assigning email addresses or the domain associated with the submitted email address.

**f.** The Station, in its sole discretion, reserves the right to disqualify any person tampering with the entry process, the operation of the Station website or who is otherwise in violation of the rules. The Station further reserves the right to cancel, terminate or modify the contest if it is not capable of completion as planned, including infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort.

#### **9. WHEN INTERNET CONTEST INVOLVES VOTING**

**a.** The use of automatic voting program(s) and/or website(s) is prohibited and will result in nullifying all votes from these programs/websites or disqualification of contestant. Penalty will be the sole decision of the judge(s).

#### **10. FOR ENTRIES THAT INCLUDE SUBMITTING A VIDEO**

**a.** Profanity or nudity is not permitted in video entries. The Station, at its sole discretion, reserves the right to disqualify and/or destroy any entry if or when it is discovered that such entry contains infringing, illegal, indecent or otherwise offensive material or if such entry contains material whose content is deemed at the sole discretion of the Station to be unsuitable for public viewing, performance or posting via the Internet.

**b.** Each contestant's video entry must be his/her original creative work and/or property and must not contain copyrighted materials or any other materials, which may be restricted, prohibited, or outlawed by Federal, state or local laws. Contestants are required to obtain a written release from all individuals appearing in the video which grants, the right to use their name, likeness and recorded voice and the right to post the video on its website for the general public to view. Each contestant agrees to hold the Released Parties harmless against any and all claims or liability arising directly or indirectly from the prize and/or contest, including but not limited to an infringement or alleged infringement of any intellectual property, publicity or privacy right, or violation of any law or regulation, involving the video entry.

#### **11. FOR ENTRIES THAT INCLUDE SUBMITTING A PHOTO**

**a.** Nudity is not permitted in photo entries. The Station, at its sole discretion, reserves the right to disqualify and/or destroy any entry if or when it is discovered that such entry contains infringing, illegal, indecent or otherwise offensive material or if such entry contains material whose content is deemed at the sole discretion of the Station to be unsuitable for public viewing, performance or posting via the Internet.

**b.** Each contestant's photo entry must be his/her original creative work and/or property and must not contain copyrighted materials or any other materials, which may be restricted, prohibited, or outlawed by Federal, state or local laws. Contestants are required to obtain a written release from all individuals appearing in the photo which grants the Station the right to use their name, likeness and recorded voice and the right to post the photo on its website for the general public to view. Each contestant agrees to hold the Released Parties harmless against any and all claims or liability arising directly or indirectly from the prize and/or contest, including but not limited to an infringement or alleged infringement of any intellectual property, publicity or privacy right, or violation of any law or regulation, involving the photo entry.

#### **12. FOR CONTESTS PROMOTED ON KOAS FACEBOOK PAGE**

**a.** This Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook. By submission of an entry, a contestant releases Facebook from any responsibility or liability of the Promotion's administration, prizes or promotion. Contestants are providing entry information to the Station and not to Facebook.