



## **Busch Gardens Food & Wine Text on the 10s**

These rules apply to all contests conducted by **Beasley Media Group, Inc. d/b/a WQYK** (“Station”). **In addition, the General Contest Rules posted on the Station’s website may apply to this contest.**

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

- a. The **Busch Gardens Food & Wine Text on the 10s** Contest will begin **Friday, April 6th 2018 at 5:10pm** and end at **Sunday, April 8th 2018 at 9:10pm.**
- b. To participate in the contest, **listeners will text the announced key word to 727-579-9999 from Friday, April 6th 2018 at 5:10pm and end at Sunday, April 8th 2018 at 9:10pm.**

### **2. ELIGIBILITY RESTRICTIONS**

- a. Unless otherwise specified, contests are open to all Station listeners who are 18 years of age or older and who are legal US residents and reside in **the State of Florida.** Contestants must possess a valid, government-issued ID. Winner must show proof of Florida residency to verify eligibility.
- b. Employees of the Station, its licensee, its parent corporation, their affiliated entities, affiliated advertising agencies, participating sponsors/promotional partners, other radio stations in the **State of Florida** and the members of their immediate families are ineligible to participate or win.
- c. Listeners are eligible to win a Station contest only once every thirty (30) 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. The prize consists of a 4 tickets to Busch Gardens Food & Wine festival, 1 parking pass and (4) 5-item sampler passes valued at \$599.12
- b. Unless otherwise specified, all prizes or prize certificates must be claimed at the office of the Station located at **9721 Executive Center Dr. Suite 200 St. Petersburg, FL 33702**, Monday-Friday, during regular business hours. Prize or prize certificate must be claimed within days of winning. Failure to claim prize by the specified time will result in forfeiture of the prize.

- c. Unless otherwise permitted by the Station, winner(s) must claim his or her prize in person, and a prize cannot be claimed by third parties on behalf of the winner. If a contest is open to entrants under the age of 18 and a winner is under the age of 18, a parent or legal guardian must claim the prize.
- d. 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. Station is not responsible for the safe arrival of a prize or prize certificate.
- e. Prizes are not transferable. Prizes may not be substituted for or redeemed for cash.

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

- a. **One (1) winner will be randomly selected on Monday, April 9th around 11:00am.**
- b. Winner **must listen** to win. **He/She will be notified via telephone.** If the winner(s) cannot be contacted within 48 hours after the prize is awarded, an alternate winner **will** be selected.
- c. Decisions of station management with respect to the contest are final.

#### **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.995QYK.com](http://www.995QYK.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.995QYK.com](http://www.995QYK.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, 9721 Executive Center Dr. Suite 200 St. Petersburg, FL 33702, or by sending a self-addressed, stamped envelope to the Station.
- 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.