

## 94.7 Fresh FM Can't Beat Kelly Official Rules

### OFFICIAL RULES

***NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE ENTRANT'S CHANCE OF WINNING.***

#### 1. HOW TO ENTER

- a. These rules govern the 94.7 Fresh FM Can't Beat Kelly promotion (the "Promotion"), which is being conducted by WIAD-FM (the "Station"). The Promotion begins on Monday, April 3, 2017 and ends on Friday, June 30, 2017 (the "Promotion Dates").
- b. To enter the Promotion, entrant may enter by phone beginning on Monday, April 3, 2017 at 6:01 a.m. Eastern Time ("ET") and ending on Friday, June 30, 2017 at 7:59 a.m. ET (the "Entry Period") as follows:
  - i. To enter on-air, listen to the Station on Monday, April 3, 2017 through Friday, June 30, 2017 between the hours of 6:01 a.m. ET and 7:59 a.m. ET for the announcement of the cue to call. Upon hearing the cue to call, the first (1st) caller (as announced by the on-air personality prior to the cue to call) to get through to the Station contest line at 877-947-0947 will win a Qualifying Prize and will have a chance to compete against Kelly in a trivia question challenge to win a Grand Prize, upon confirmation of eligibility. During the trivia question challenge, the Station will ask Kelly and the selected caller the same five (5) trivia questions each, trivia questions will be related to entertainment, current events, and artists. Trivia questions will be selected by the Station at random and in advance of the Cue. If the selected caller is able to answer more questions correctly than Kelly or ties Kelly with five (5) out five (5) correct, he/she will win the Grand Prize. The Station is the final judge of whether or not a caller's answer is correct. A tie will not qualify as a Grand Prize win unless it's five (5) out five (5) as stated above. In the case of a tie at one (1), two (2), three (3) or four (4) trivia questions answered correctly, the caller will only receive the Qualifying Prize. At the time of entrant's call, entrant will be required to provide all information requested including entrant's full name, complete address (including zip code), day and evening phone numbers and date of birth in order to be eligible to win. P.O. Boxes are not permitted. In the event that the selected caller is disconnected or is found to be ineligible, the next eligible caller who successfully makes it through on the call-in line and completes the call will win a Qualifying Prize and will participate in the trivia question challenge.
- c. There is no limit to the number of times a listener may attempt to call in to win, but a listener may be a Qualifying Prize winner only once.

- d. There will be up to a total of one-hundred thirty (130) Qualifying Prize winners (two (2) each weekday) and up to a total of one-hundred thirty (130) Grand Prize winners (two (2) each weekday) per week selected in the Promotion.
- e. Due to delays in the online streaming of the Station's broadcast signal, listeners to the online stream may not be able to participate in or may be disadvantaged in participating in on-air contests. Entrants are encouraged to listen to the Station on-air. The Station is not responsible for online streaming delays.

## 2. ELIGIBILITY RESTRICTIONS

- a. The Promotion is open to all persons who are legal U.S. residents 18 years of age or older and who reside in Maryland, Pennsylvania, Virginia, West Virginia or the District of Columbia. Void where prohibited or restricted by law. Winner and guest must be 18 years of age or older. Employees, officers, directors and agents of the Station, CBS Radio Inc., their corporate affiliates, Station's advertising and promotional agencies, participating sponsors, prize suppliers, their respective affiliates (collectively, the "Promotion Entities") and other radio stations in the Washington, DC metropolitan area, the members of their immediate families (spouse, parents, siblings or children) and those living in the same household of each (whether related or not), are ineligible to enter or win. This Promotion is subject to all applicable federal, state and local laws and regulations. By participating, entrant agrees to comply with these Official Rules and the decisions of the Station, which are final and binding in all respects.
- b. Persons are eligible to win prizes daily however they cannot win the same Promotion twice. Listeners are eligible to win a prize in a Promotion conducted by the Station only once every six (6) months if the prize is valued over \$600. Only one winner per household.
- c. The winner(s) will be required to present valid government-issued photo identification and must provide winner's complete address, date of birth and phone number to claim a prize(s).
- d. Entrants are required to provide truthful information and the Station will reject and delete any entry that it discovers to be false or fraudulent. The Station will disqualify any entrant who does not meet the eligibility requirements and will also delete any entry as required by law.

## 3. PRIZES

- a. Up to one-hundred thirty (130) Qualifying Prizes will be awarded in this Promotion per week. Prizes will vary per appearance and will include, but are not limited to: cash prizes, concert tickets at DC Metro area venues and sporting event tickets selected solely at the discretion of the Station, gift cards to local DC area merchants, and CBS Radio DC station apparel, including t-shirts and hats. Approximate Retail

Values of prizes will range from \$5 to \$100 each (as announced on-air). Specific prize details will be announced on-air prior to each cue to call. The winner(s) will be solely responsible for all taxes and all other fees and expenses not specified herein associated with the receipt and use of the prize(s). The prize(s) is awarded as is. All gift certificate(s)/tickets/gift card(s) will be subject to the terms and conditions as set forth by the issuer of the gift certificate(s)/tickets/gift card(s). If a prize is tickets to an event, tickets valid only on the date(s) printed on the tickets. Tickets/gift certificate(s)/gift card(s) are not refundable or transferable, and may not be substituted or exchanged for cash or credit at any time, nor will tickets/gift certificate(s)/gift card(s) be replaced if lost or stolen. Tickets/gift certificate(s)/gift card(s) may not be sold to a third party. If a prize-related event is unable to take place as scheduled, for reasons such as cancellation, preemption, postponement or unavailability, including for weather, or for any reason beyond the control of the Promotion Entities, their sole responsibility to the winner(s) will be to award the remaining available elements of the prize(s) and no substitution or compensation will be provided for the unawarded elements of the prize(s). The Station and/or venue, in their sole discretion, reserve the right to deny entry to or to remove the winner(s) and/or guest(s) if either engages in disruptive behavior or in a manner with intent to annoy, abuse, threaten or harass any other person at any prize-related event.

- b. Up to one-hundred thirty (130) Grand Prizes may be awarded in this Promotion. Each Grand Prize consists of a one hundred dollar (\$100.00) American Express gift card. The ARV of each Grand Prize is \$100.00. The gift card will be subject to the terms and conditions as set forth by the issuer of the gift certificate. Gift cards are not refundable or transferable, and may not be substituted or exchanged for cash or credit at any time. Lost or stolen gift cards will not be replaced. The winner(s) will be solely responsible for all taxes and all other fees and expenses not specified herein associated with the receipt and use of the prize(s). The prize(s) is awarded as is.
- c. No more than the stated number of prizes specified in these official rules will be awarded. All prizes or prize certificates must be claimed at the office of the Station at the address below during regular business hours. Qualifying winner(s) will forfeit any prize(s) or prize certificate(s) not claimed within thirty (30) days of winning (unless otherwise notified at the time of winning if the prize event is time sensitive, e.g., concert tickets). Grand Prize winner(s) will forfeit prize certificate(s) not claimed within thirty (30) business days. In the event that a prize or prize certificate is mailed or shipped to the winner(s), it will be with the prior written consent of the winner(s) and therefore, winner(s) assumes the risk of its loss. The Station is not responsible for the safe arrival of a prize(s) or prize certificate(s).
- d. Prize(s) is not transferable, and no substitution, assignment or cash equivalent of prize(s) is permitted, except by the Station (solely at its discretion), which reserves the right to substitute a prize or prize portion with another prize or prize portion of greater or equal value. The prize(s) are expressly limited to the item(s) listed above and unless otherwise expressly specified, do not include taxes, gratuities or any other expenses. Promotion Entities are not responsible for winners' limitations that

prevent acceptance or use of prize(s). Entrants acknowledge that the Promotion Entities have not made, and are not in any manner responsible or liable for, any warranties, representations or guarantees, and hereby disclaim any and all warranties, expressed or implied, whether by contract or law, concerning any prize, including without limitation, implied warranties of quality, merchantability, mechanical condition or fitness for a particular purpose. Other restrictions may apply.

#### 4. WINNER SELECTION AND NOTIFICATION

- a. Decisions of the Station management with respect to the Promotion are final.
- b. Up to one-hundred thirty (130) Qualifying Prize winners and up to one-hundred thirty (130) Grand Prize winners will be selected as described in Section 1 of these Official Rules. Potential Qualifying Prize winners and Grand Prize winners will be notified at the time of their winning call.
- c. Odds of winning a Qualifying Prize depend on the number and order of calls received.
- d. Entrants must listen to the Station to win a Qualifying Prize but need not be present to enter or win a Qualifying Prize. Grand Prize winners must listen to the Station to win a Grand Prize but need not be present to win a Grand Prize.
- e. Prize(s) will be awarded only upon confirmation of eligibility and completion of all requisite releases. Check prizes will be issued within ten to twelve (10-12) weeks following confirmation of eligibility and completion of all requisite releases and IRS forms. The Qualifying must execute and return any required affidavit of eligibility and/or liability/publicity release within thirty (30) days of winning (unless otherwise notified at the time of winning if the prize event is time sensitive, e.g., concert tickets) or prize(s) will be forfeited and an alternate winner will not be selected. Grand Prize winner(s) must execute and return any required affidavit of eligibility and/or liability/publicity release within thirty (30) business days or Grand Prize(s) will be forfeited and no alternate winners will be selected. If a potential winner(s) cannot be contacted, fails to sign and return the required fully-executed affidavit of eligibility and/or liability/publicity release within the required time period, or if a prize or prize notification is returned as undeliverable, the potential winner forfeits the prize(s).

#### 5. CONDITIONS

- a. Payments of all federal, state and local taxes are solely the responsibility of the winner(s). The winner(s) may be required to complete and submit an IRS Form W-9 with the winner's full Social Security Number or the equivalent for receipt of any prize(s) and will be required to complete and submit an IRS Form W-9 with the winner's full Social Security Number or the equivalent for receipt of any prize(s) valued at \$600 or more or for any prizes awarded by the Station (or any other CBS Radio station in Station's market) in a calendar year with an aggregate value of \$600

or more. Failure to submit a complete W-9 or equivalent will result in forfeiture of the prize(s). Such winnings of \$600 or more will be reported to the IRS.

- b. Participation in the Promotion and/or acceptance of prize(s) constitutes entrant's and/or winner's (and guest's, if applicable) permission for the Station or its designees to interview the winner(s) (or guest(s), if applicable), to photograph, film and record each winner (or guest, if applicable), and to use in commerce and in any media, now or hereafter known, throughout the world, in perpetuity, his/her name, prize(s) won, hometown (city and state), biographic information, likeness, photograph, voice, audio or video recording 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, in perpetuity, except where prohibited by law. Each winner (and guest, if applicable) agrees to sign a publicity release confirming such consent prior to acceptance of the prize, except where prohibited by law.
- c. Participation in the Promotion and/or acceptance of prize(s) constitutes entrant's and/or winner's (and guest's, if applicable) agreement to release, discharge, and hold harmless the Promotion Entities and their respective officers, shareholders, directors, employees, agents and representatives and all of their successors and assigns (collectively, the "Released Parties") from and against any and all claims or liability arising directly or indirectly from any prize(s) awarded and participation in the Promotion, including, but not limited to, personal injury, death or damage to or loss of property, which may occur in connection with, preparation for, travel to, or participation in the Promotion, or delivery, possession, acceptance and/or use or misuse of any prize or participation in any Promotion-related activity, including, but not limited to, any claims based on publicity rights, defamation, invasion of privacy and merchandise delivery.
- d. If for any reason this Promotion cannot be executed as planned, including but not limited to, as a result of infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Released Parties that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Promotion, or if the Promotion is compromised or becomes technically corrupted in any way, electronically or otherwise, the Station reserves the right to cancel, terminate, suspend and/or modify the Promotion. If the Promotion is terminated before the original end date, the Station reserves the right, in its sole discretion to, to modify the procedure for selecting winner(s), unless the nature of the event giving rise to such termination renders it impossible to select winner(s).
- e. The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering or the administration of the Promotion or in the announcement of a prize(s); (ii) incorrect or inaccurate entry information, human error, failure or omission; (iii) unauthorized human intervention; (iv) lost, stolen, mangled, misdirected, postage due, illegible, incomplete or late entries; (v) entries not received due to difficulty accessing the internet, service outage or delays, computer

difficulties, telephone service outages, delays, busy signals, poor signals or signal interference, accidental disconnection or equipment malfunctions or any other technological problems or failures of any kind; or (vi) any cancellations, delays, diversions, substitutions or omissions whatsoever by any transportation providers or any other persons or entities providing any services to winner(s) (and guest(s), if applicable) including any results thereof such as changes in services or location necessitated by same. Further, the Released Parties are not responsible if any part of a Promotion prize cannot be awarded due to acts of God, acts of war, natural disasters, weather, acts of terrorism or other factors beyond the Released Parties' control.

- f. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins or any other methods may void that entrant's entries and that entrant may be disqualified. The use of any device to automate entry is prohibited. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, promotion entry services or proxies) will void all entries by that entrant at the Station's discretion. The Station's or its Promotion administrator's computer or telephone system is the official time keeping device for this Promotion. In the event of a dispute, online entries will be deemed to have been submitted by the Authorized Account Holder. The "Authorized Account Holder" is the natural person who (i) is assigned to an email address by an internet access provider, online service provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address or (ii) is assigned to the text or mobile telephone number by a telecommunications provider, or other organization that is responsible for assigning such numbers. The Station, in its sole discretion, reserves the right to disqualify any person who it believes is tampering with the entry process or the operation of the Promotion. Failure to comply with the rules of the Promotion may result in an entrant's disqualification and/or forfeiture of any prize or prizes. If the Station makes a good faith determination that an entrant has cheated or committed fraudulent activity in connection with a Promotion, the Station may disqualify that entrant from entering and/or winning this and any or all future Station-administered Promotions and seek damages to the fullest extent permitted by law.
- g. The Station reserves the right to make changes to the rules of the Promotion, including, without limitation, the substitution of a prize(s) of equivalent value, which will become effective upon announcement. If due to circumstances beyond the control of the Promotion Entities, any competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, the Station reserves the right, but not the obligation, to cancel, terminate, suspend or modify the Promotion and shall not be required to award a substitute prize(s).
- h. Except where prohibited, by entering the Promotion, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize(s) awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in New

York, NY; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event shall such costs include attorneys' fees; and (3) no punitive, incidental, special, consequential or other damages, including, without limitation, lost profits may be awarded (collectively, "Special Damages"), and (4) entrant hereby waives all rights to claim Special Damages and all rights to have any damages awarded multiplied or increased. New York law governs the interpretation and construction of these Official Rules and all aspects related thereto.

- i. For a copy of these Official Rules, send a self-addressed stamped envelope (VT residents may omit return postage) for receipt by Friday, June 30, 2017 to "94.7 Fresh FM Can't Beat Kelly - Official Rules," Attn: Promotions, WIAD-FM 1015 Half Street SE Suite 200, Washington, D.C. 20003. For the names of the prize winner(s) send a self-addressed stamped envelope (VT residents may omit return postage) for receipt by August 30, 2017 to the above address marked "94.7 Fresh FM Can't Beat Kelly – Winner List." The Official Rules and the Winner List (when completed) shall also be available during regular business hours at the main offices of the Station and may be posted online at [www.947freshfm.com/contests](http://www.947freshfm.com/contests).

## 6. PRIVACY

- a. By participating in the Promotion, entrant agrees to the Station's Terms of Use Agreement and to the use of entrant's personal information as described in the Privacy Policy located at [www.947freshfm.com](http://www.947freshfm.com). In the event of conflict between the Station's Terms of Use Agreement and these Official Rules, the terms of these Official Rules shall apply.

Administrator: WIAD-FM - 1015 Half Street SE Suite 200, Washington, DC 20003