

## **CONTEST-SPECIFIC RULES FOR THE NATIONAL CASH CONTEST**

*Each participating station will also need to consider specific governing state laws pertaining to radio contests. In Florida for example, audio of an out-of-state winner cannot be broadcast unless there is full disclosure of the city and state where that winner is located.*

The following rules shall govern the Spring 2021 Cash Contest **[\$1,000 A Day Giveaway]** (“the Promotion” or “Contest”). **These contest-specific rules should be read in conjunction with [WFXY/WANO]’s (“the Station”) General Contest Rules, which are applicable to all contests conducted by [WFXY/WANO].** The Spring 2021 Cash Contest may also be called by any of the names included in Exhibit A, attached hereto.

***NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.***

1. **Promotional Period: The Promotion begins on or around April 19, 2021 and shall continue for eight weeks (the “Promotional Period”), excluding weekends and federal holidays.**

1. **Entry Deadline:** The deadline to submit entries for each prize drawing is 11:59 PM local time.

1. **Eligibility**

- a. The National Spring 2021 **Cash Contest\*** is open to U.S. residents, 18 years of age or older, except for the following individuals: employees or families of employees of Participating Stations; the IBA officers and directors, volunteers, or vendors; Vipology or vendors thereof; or advertising sponsors of the contest in local markets, listed in Exhibit B [] (collectively, the “Sponsors”). This Promotion is subject to all applicable federal, state, and local laws and regulations. This Promotion is void outside the United States and where prohibited.

- b. Listeners are eligible to win a cash contest prize only once every six months.

- c. **Participants must sign all contest release and waiver forms required by participating station before accepting prize.** Entrants are required to provide truthful information in all Promotion submissions and when requested by the Station in connection with this Promotion. The Station reserves the right to reject or delete any entry that it discovers to be false or fraudulent. The Station reserves the right disqualify any entry from any individual who does not meet the eligibility requirements or whom it discovers has provided false or fraudulent information. The Station will delete any and all entries as may be required by law.

1. **Entry Method:**

Participants who wish to participate in the Contest must do so using the Station’s website via the National Cash Contest widget. The National Cash Contest widget is located on the Station’s main webpage, located at **[1490wfx.com or 1230wano.com] or website downloaded apps**. In order to participate, a Participant must submit the required personal information and the Station’s on air “keyword” by 11:59 PM local time, the same day that the keywords are provided. Three different keywords will be announced on air on the Station at random points through the day. Participants

may utilize each keyword to submit three entries into the contest each day. Each Participant may only submit three entries per day, and each of the three entries must utilize a different keyword. The Station reserves the right to delete, reject, remove, or otherwise not consider any submissions which contain a duplicate keyword.

When providing the keyword on air, the Station will spell the keyword. Participants must submit the keyword as it was spelled on air in order to provide a qualifying submission. If a Participant's submission does not match the spelling provided by the Station on air, the Station reserves the right to delete, reject, remove, or otherwise not consider such submissions when selecting a winner.

Participants are required to submit all requested information, which may include their first and last name, telephone number, email address, address, city, state, zip code, and certify they meet the age requirements, in order to participate. The Station reserves the right to delete, reject, remove, or otherwise not consider any submission which does not contain all requested information. Multiple Participants are not permitted to utilize the same email address. Failing to provide separate email addresses for each Participant may result in a Participant's submission being disqualified. In order to avoid disqualification, only the authorized account holder of the submitted email address should use that email address to participate. 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 for assigning the email address or the domain associated with the submitted email address. Participants may not utilize more than one email address to increase the number of submissions for that Participant. Use of any device or method to automate entry is prohibited.

Only those submissions that are received by 11:59 PM local time containing the keywords aired that day will be considered in selecting a winner. The Promotion administrator's computer is the official time-keeping device for the Promotion. Only those submissions which the Promotion administrator deem timely will be considered in selecting a winner. Proof of submission or other indication of submission will not be accepted to prove the timeliness of a submission.

**THE STATION RESERVES THE RIGHT TO DISQUALIFY ANY PARTICIPANT WHO VIOLATES THIS PROVISION OR ANY OF THESE RULES FROM SELECTION AS THAT DAY'S WINNER AND FROM THE CONTEST OVERALL.**

This Promotion is in no way sponsored, endorsed or administered by any third party, including social media platforms or search engines. By submission of an entry, the Participant releases all Sponsors from any responsibility or liability for the Promotion's administration, prizes or promotion. A Participant's entry information is being provided to the Station only.

Sponsors are not responsible for any technical issues which may result in an invalid submission, including disrupted, delayed, lost, or unavailable internet connections; cell phone service and/or carrier issues; computer failures, errors, or data loss of any kind; failed, incomplete, garbled or deleted computer or network transmissions; inability to access any website or online service; any other error or malfunction, late, lost, illegible or misdirected entries; or for printing errors in any advertisement, entry form or the rules.

By use of the Station's website and by entering the Contest, the Participant agrees to the Station's Website Terms of Use Agreement and to the use of the Participant's personal information as described in the Station's Privacy Policy, located on the Station's website. Through participation in this Contest, Participants agree to receive marketing materials from the Station and Station's contest sponsors. If Participants have questions about the collection or use of their personal information, Participants should contact the Station using the below information.

**Entry materials that have been tampered with or altered are void.** If the Contest Administrators determine, in their sole discretion, that there is any suspected or actual electronic tampering with the Contest or if technical difficulties compromise the integrity of the Contest, the Sponsors reserve the right to void the entries at issue and/or terminate the Contest and conduct a random drawing to award the prize among all eligible entries received as of the termination date. If the Contest is terminated due to tampering or technical difficulties prior to its expiration date, notice will be posted at [www.iba.media](http://www.iba.media) and on the Station's website. If, for any reason, the Contest is not capable of running as planned, including tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsors which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Sponsors reserve the right at their sole discretion to cancel, terminate, modify or suspend the Contest. Sponsors reserve the right to disqualify any Participant that tampers with the operation of the Contest or violates the Official Rules of the Contest.

**1. Prizes and Odds of Winning.**

- (a) **(1) One DAILY PRIZE of \$1,000 will be awarded per weekday, except that the final day of the contest in which two prizes will be awarded. A total of (40) forty prizes of \$1,000 dollars will be awarded throughout the duration of the contest.**
- (b) **A Participant's odds of winning depend upon the number of Participants and the number of correct entities submitted by each Participant.** This is a nationwide contest, and winners will be selected from a pool of submissions from throughout the United States. Even if the Station has rebranded or renamed this Contest, as described in Exhibit A, Participants are still subject to a national pool of Participants.
- (c) Participants are only eligible to win once in a six-month period. Any Participant who has already received a cash prize in the preceding six months will be ineligible to participate in this Contest.

**1. Winner Selection and Notification.**

One winner per day will be randomly selected each Monday through Friday, during the Promotional Period, except that the final day will have two winners. In order to win, a Participant will be selected from the valid submissions received the prior business day using a random number generator. The Contest Administrator will attempt to contact the selected Participant by phone, utilizing the phone number provided at the time of submission. The call to the selected participant will likely occur between 10AM and 12PM Eastern Time. The call may show as coming from a Pennsylvania number or as an "UNKNOWN" caller; there is no guarantee what the call will show on the Participant's phone and the Sponsors are not responsible for any error or confusion that may result from how the call is displayed on the Participant's phone. The Contest Administrator will attempt to contact the selected Participant by phone three times over a 15-minute period. No messages, voice mail, or other type of messages will be left on the selected Participant's phone. If the Contest Administrator is unable to make contact with the selected Participant in the 15-minute period, then an alternate Participant will be randomly selected, and the Contest Administrator will continue to call alternates until a winner is produced. If contact is made with the randomly chosen Participant within 15 minutes, that Participant will be awarded the prize. Participants need not be listening or present to win. The call with the selected winner may be recorded for future playback on any and all participating Stations.

All winner information, such as name and location, will be collected at the time that the winner is contacted. This information will be sent to the local Station. The IBA will provide the local station with a \$1000.00 check, made out to the local Station from the Cash Contest Account held by the IBA. The local Station will then draft a check to the winner, utilizing the information provided to the Contest Administrator at the time of winning. Winners will be notified to pick up their checks. The Sponsors and Station will notify winners of when to pick up their checks as soon as practicably possible. Any prizes, certificates, or checks not claimed within 60 days of notice will be forfeited by the winner. Winner checks must be claimed by the selected winner, in person, at the Station's designated location, with proper identification. The Station reserves the right to refuse to deliver any check, prize, or certificate to any individual who's proper identification does not match the information provided by the selected winner at the time they are contacted. Decisions of Station management with respect to the Contest are final.

The Sponsors are not responsible for any technical issues, natural disasters, or other intervening factor which may prevent the Contest Administrator from being able to reach the selected Participant. The Sponsors are also not responsible for any technical issues, natural disasters, or other intervening factors which may result in the selected winner's contact information from being correctly recorded or provided to the Station. It is the responsibility of the selected winner to ensure that the information provided at the time of contact is correct. Any failure to provide correct information may result in the prize being forfeited or the winner being unable to collect. The Station, Sponsors, and Contest Administrator reserve the right to withhold any prizes which they suspect may be fraudulently obtained.

## **1. General**

a. Payments of all federal, state, and local taxes are solely the responsibility of the winner(s). Winner(s) will be required to complete and submit an IRS Form W-9 or the equivalent including a winner's full Social Security Number for receipt of any prize valued at \$600 or more. Failure to submit a complete W-9 or equivalent will result in disqualification and forfeiture of the prize.

b. Participating in the Promotion and acceptance of a prize constitutes a winner's and guest's (where applicable) permission for the station or its agents to photograph, film and record each winner, and to use his/her name, address (city and state), likeness, photograph, voice, biographical information and/or any statements made by him/her regarding the Promotion or its Sponsors for purposes of trade, publicity or promotion without additional financial or other compensation, and, station may, where legal, require a winner to sign a publicity release confirming such consent prior to acceptance of the prize. In the case of a conflict between this paragraph 3b and any other provision of these contest rules, this provision 3b shall govern. By accepting the prize, each winner grants to Sponsors the right to use the winner's name, voice, picture and/or likeness for purposes of advertising and publicity in any and all media now known or hereafter invented, without further permission or additional compensation (except were prohibited by law). All expenses on receipt and use of prize are the sole responsibility of winner. Winner by acceptance of their prizes, agree to release Station, **IBA**, and their advertising, promotion and production agencies and their respective parents and subsidiaries, shareholders, directors, employees, agents and representatives from any and all liability, claims or actions of any kind whatsoever for injuries, damages or losses to persons and property which may be sustained directly or indirectly in connection with the receipt, ownership or use of the prize or while preparing for, participating in, and/or traveling to any Contest or prize-related activity or to station to collect the prize.

c. No prize transfers. Offer subject to federal, state and local regulations and laws and is void where taxed, restricted or prohibited. By entering, participants agree to these rules and the decisions of the Sponsors.

d. To the fullest extent permitted by law, by participating in the Promotion, you:

1. agree to grant station a non-exclusive, perpetual, worldwide license to edit, telecast, exhibit, rerun, reproduce, use, syndicate, license, print, distribute and otherwise exploit any items (including any photos, videos, audio, or written material) submitted as part of your contest entry (the "Materials"), or any portion thereof, in any manner and in any and all formats and media now known or hereafter devised, without payment to you or any third party;
2. acknowledge that station reserves the right, in its sole discretion, not to use the Materials at all; and
3. represent and warrant that: you are at least as old as the age of majority in your state; you have the full legal right, power and authority to grant to station the license provided for herein; you own or control the complete exhibition and other rights to the Materials you submitted for the purposes contemplated in this license; you are either the parent (or legal guardian) of any minor featured in the Materials or have received the express consent of the parent (or legal guardian) for any such minor to appear in the Materials and to enter the minor's likeness in the Materials in the contest; and neither the Materials nor the exercise of the rights granted herein shall infringe upon or violate the right of privacy or right of publicity of, or constitute a libel or slander against, or violate any common law or any other right of, any person or entity.

- e. Prior to awarding any prize station in its sole discretion may require verification of Promotion winner's or winners' identification by a showing of valid government-issued photo identification.
- f. To the fullest extent permitted by law, by participating and/or accepting a prize, entrants, winner(s) and guests (if applicable) agree to release and hold harmless the station conducting the Promotion, its sponsor(s) and promotional partner(s), its advertising and promotion agencies, any social media platform utilized in the conduct of the Promotion (including but not limited to Facebook, Inc.) and each of their respective parent, subsidiary and affiliated entities, and the officers, shareholders, directors, employees, agents, representatives, successors, and assigns of each of them (collectively, the "Released Parties") against any and all claims or liability arising directly or indirectly from the prize or participation in the Promotion. Station may also require eligible Promotion winner to sign a liability release confirming such consent.
- g. The station conducting the Promotion, in its sole discretion, reserves the right to disqualify any person (and all of their entries) from this Promotion if he or she tampers with the entry process, the operation of the Promotion, or the operation of the station's website, Facebook Page, and/or any other social networking site used in the Promotion, or is otherwise in violation of the rules. The station conducting the Promotion further reserves the right, at its sole discretion, to modify, cancel, terminate or suspend the Promotion, or any part of it, if it is not capable of completion as planned or if any fraud, technical failures or any factor beyond the station's control, including infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion as determined by the station in its sole discretion. Any attempt by an entrant or any person to deliberately damage any station website, Facebook Page, and/or any other social networking site used in the Promotion or to undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws. Should such an attempt be made, the station reserves the right to seek full prosecution and/or damages from any such individual to the fullest extent permitted by law. The station's failure to enforce any term of these Official Rules shall not constitute a waiver of this provision. If due to circumstances beyond the control of the station conducting the Promotion, any competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, the station reserves the right, but not the obligation, to modify, terminate, suspend or cancel the Promotion and shall not be required to award a substitute prize.
- h. 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; (ii) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties, malfunctions, disconnections, other technological failures, telephone service outages, delays, dropped calls, or busy signals, or any other difficulties that may prevent an individual from sending or receiving a text message; or (iii) lost, stolen, mangled, misdirected, postage due, illegible, incomplete, incorrect, or late entries. 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 Station's control.
- i. By participating in and running this contest, participating Station agrees to release other participating Stations, **IBA**, and their advertising, promotion and production agencies and their respective parents and subsidiaries, shareholders, directors, employees, agents and representatives from any and all liability, claims or actions of any kind whatsoever for injuries, damages or losses to persons and property which may be sustained directly or indirectly in connection with the Contest or while preparing for, participating in, and/or traveling to/for any Contest related activity.

#### **1. Official Rules and Winner List**

To obtain a physical copy of the General Contest Rules, these contest-specific rules, or a list of winner(s) following completion of the Promotion (please specify which), send a self-addressed envelope specifying "General Contest Rules," "National Cash Contest," or "National Cash Contest Winner List" by April 19th, 2021 to: WFXY/WANO P.O. Box 70, Middlesboro, KY 40965.

1. **Terms of Use Agreement & Privacy Policy**

The Terms of Use Agreement of the station conducting the Promotion is located here: [1490wfx.com](http://1490wfx.com) and [1230wano.com](http://1230wano.com). The Privacy Policy of the station conducting the Promotion is located here: [1490wfx.com](http://1490wfx.com) and [1230wano.com](http://1230wano.com).

For questions regarding our Terms of Use and Privacy Policy, please contact:

[Frank Smith at 606-248-9399]