



# Contest Rules

Last modified: July 28, 2022

Except to the extent set forth in the specific rules for a particular contest, these Contest and Sweepstakes Rules (“Contest Rules”) will apply to all sweepstakes and contests conducted by WWCD, Ltd. dba CD 92.9 FM (“WWCD”) and any of its sponsors.

Sweepstakes generally consist of prizes being offered to participants who are selected on a random basis. A contest generally involves entrant participation and may require participants (1) to use specific skills to solve or complete a specified objective in order to qualify for an award or (2) to submit entry material which will be judged using specific criteria. As used in these rules, unless the context requires a different meaning, the term “Contest” means both sweepstakes and contests.

To the extent that the specific rules for a particular Contest differ from these general Contest Rules, the specific rules for that particular Contest will govern and control the conduct of such Contest.

A copy of these Contest Rules, along with any specific contest rules if/when applicable, are available (1) Monday through Friday (excluding holidays), 9:30 am to 5:30 pm, at WWCD’s studio location at 1036 S. Front St., Columbus, Ohio 43206, and (2) on WWCD’s website at <https://www.cd929fm.com>. For directions to the studio, or for questions and additional information about WWCD contests or prizes, call 614-221-9923.

Entering into any Contest constitutes your acceptance of (1) WWCD’s Privacy Policy, (2) WWCD’s Terms of Use, (3) WWCD’s Contest Rules, (4) WWCD’s Terms of Online Sales, (5) The Lounge Terms, as applicable, and (6) any other terms and conditions that WWCD may impose or that a Contest sponsor may impose.

By entering any Contest, Entrants agree to be bound by these Contest Rules and the decisions of WWCD, which shall be final. All federal, state, and local laws apply. WWCD and the employees, officers, directors, members, managers, agents, and representatives of WWCD, affiliates, subsidiaries, and advertising, promotion, and legal advisors are not responsible for and shall not be liable for: (1) late, lost, delayed, damaged, misdirected, incomplete, illegible, or unintelligible entries; (2) telephone, electronic, hardware, or software program, network, internet, or computer malfunctions, failures, or difficulties; (3) errors in transmission; (4) any condition caused by events beyond the control of WWCD that may cause the Contest to be disrupted or corrupted; (5) any injuries, losses, or damages of any kind caused by a prize or resulting from acceptance, possession, or use of a prize, or from participation in the contest; or (6) any printing or typographical errors in any materials associated with the contest.

**NO PURCHASE IS NECESSARY TO ENTER OR TO WIN ANY WWCD CONTESTS/SWEEPSTAKES AND MAKING A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. PARTICIPATION IN**



## **WWCD CONTESTS/SWEEPSTAKES IS VOID WHERE OTHERWISE PROHIBITED OR RESTRICTED BY LAW.**

### **Eligibility**

Except as otherwise provided in specific rules for a particular sweepstakes or contest, individuals who are both 18 years of age or older and legal residents of the 50 United States or the District of Columbia on the entry date may enter WWCD Contests (“Entrant(s)”). Some contests require Entrants to be 21 years of age or older or may have other age restrictions.

Notwithstanding the foregoing, the following individuals are NOT eligible to enter WWCD contests, even if such individuals meet the age and residency requirements set forth above:

- Any employees (i.e., full-time, part-time, and/or temporary employees) or interns of WWCD, of any participating sponsor(s), of any advertising and promotion agencies, and/or of any respective parent entities, subsidiaries, agencies, and affiliated companies of each;
- Any immediate family members of such employees, including without limitation current and/or ex-spouses, parents, grandparents, children, grandchildren, siblings, in-laws, and/or steps in any of the foregoing categories; and
- Any other individual legally residing in the same household (i.e., at the same address) of such employees, including without limitation roommates, housemates, significant others, and partners.

### **General Information**

For particular Contests governed by these Contest Rules, WWCD will provide the following Contest-specific information as applicable: (1) when to enter the Contest and/or the deadline for entering the Contest (the “Entry Period”); (2) how to enter the Contest, which may include, but will not be limited to, one or more of the entry methods described in the sections below; (3) the time(s), date(s), location(s) (if applicable), and method(s) for selecting or otherwise determining any potential winner(s), semi-finalist(s), finalist(s) (collectively, “Potential Winner(s)”), winner(s) and/or grand prize winner(s), as applicable; and (4) a description and approximate value of the prize(s) to be awarded (collectively, “Contest Terms”). See specific Contest listing for Contest Terms.

The Entry Period for each Contest varies by Contest. See specific Contest listing for precise Entry Periods. Unless otherwise specified, Entry Periods begin at 12:01 a.m. and end at 11:59 p.m. on the date(s) specified in the Contest Terms.

WWCD may provide Contest Rules and Terms by means of on-air announcement(s), website/blog post(s), text message(s), instant message(s), social media network post(s), and/or on-site/point-of-purchase poster(s), display(s), material(s) and/or handout(s). Any reference to information being “announced” or “as announced” shall mean that WWCD has or will provide such information by any one or more of the foregoing means, as determined by WWCD with respect to each Contest.



Except if specifically required by these general Contest Rules, by the specific rules for a particular Contest, or by the context of a certain Contest, Contest Terms may not be announced on the radio.

WWCD is not responsible for the failure of any third-party sponsor/location to make Contest Terms available.

Unless otherwise specified, the use of any robotic, automatic, programmed, or similar entry method, or entering more than the number of times permitted, will void all entries and result in disqualification. You may not enter a Contest more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules.

By entering a Contest, Entrants understand that WWCD staff may choose to comment on any Entrant's entry and/or performance. Entrants waive any right to make any claim against WWCD or any Contest sponsors with respect to any comments, disparaging or otherwise, made regarding such Entrant and/or the Entrant's entry, entry materials, performance, voice, appearance, participation and/or any other information provided or disclosed to WWCD during the course of a Contest. Further, Entrant acknowledges and agrees that all entries and/or entry materials become the property of WWCD and will not be acknowledged or returned.

WWCD may or may not respond to inquiries by Entrants or potential Entrants regarding the status of their entry and/or to questions about a Contest, regardless of the means by which such inquiry is made, and WWCD is not obligated to respond to, or to treat, all such inquiries identically (even if the question is identical). Time considerations and/or volume, among other things, may impact WWCD's desire or ability to respond to such inquiries from time to time. Notwithstanding anything that may be communicated by any WWCD employee in connection with any such inquiry, the sole determining source for information related to a particular Contest will be the rules for such particular Contest, and any information communicated by WWCD employee(s) will not be binding on WWCD and will not be deemed to be providing any type of improper assistance or advantage to any particular Entrant over another. Any attempt by WWCD to respond to an inquiry will be in the context of providing customer service only and, in some instances, to address technical issues/problems.

Except if inconsistent with these general Contest Rules or the specific rules for any one particular contest, any reference to WWCD's Privacy Policy in Contest materials or advertisements will be deemed to refer to WWCD's Privacy Policy available from a link on WWCD's Website ("WWCD Privacy Policy"), unless a different privacy policy is specifically identified. WWCD may use cookies and/or collect IP addresses (1) for the purpose of (a) implementing or exercising its rights or obligations under the Contest rules, (b) obtaining information, (c) identifying your location, including without limitation for the purpose of redirecting you to the appropriate geographic website, if applicable, or (2) for any other lawful purpose in accordance with WWCD's Privacy Policy. Information collected by WWCD in connection with entering, voting, or otherwise participating in any Contest may be shared with sponsors of particular Contests, and otherwise used in accordance with WWCD Privacy Policy. By entering any WWCD Contests/Sweepstakes, each Entrant grants WWCD, any sponsors, and any other third parties permission to share Entrant's email address and other personally



identifiable information with third parties engaged for purposes of WWCD Contests/Sweepstakes administration and prize fulfillment, and to use the same in publicly available lists of WWCD Contests/Sweepstakes winners, which may be posted on WWCD's website and otherwise disseminated by or through WWCD and sponsors.

WWCD will be the sole arbiter in all matters relating to the Contest, including without limitation, Contest entries and in the interpretation of Contest Rules or any Contest Terms. All decisions by WWCD will be final and may not be appealed. Entry into Contests constitutes agreement by Entrants to abide by these rules, as well as any other rules established by WWCD or any sponsors.

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

### **Notification of Winners**

Potential Winner(s) will be notified by email and must sign and return any required Affidavit of Eligibility and Release within 14 days of the date that the notice is sent or such other date that may be specified. Failure to respond within the applicable time period will result in forfeiture of the prize and WWCD shall have the option to award the prize to an alternate winner.

Depending upon the type of Contest, the means of entry, and the entry information provided/required, WWCD may contact Entrant(s), Potential Winner(s), winner(s), and/or grand prize winner(s) by phone, by email, by text message, by direct message or public post on social media network, and/or in person, as applicable. WWCD may make reasonable attempts to reach Potential Winner(s) but will only be obligated to do one of the following: (1) leave one voicemail message; (2) send one email; (3) send one text message; (4) send one direct message on social media; and/or (5) make one public posting on social media. WWCD reserves the right, but not the obligation, to attempt to contact any Entrant(s), Potential Winner(s), winner(s), and/or grand prize winner(s) more than once, in its sole discretion, and will not be required to attempt to contact Entrant(s), Potential Winner(s), winner(s), and/or grand prize winner(s) an equal number of times or in the same manner.

### **Prizes**

Prize descriptions and values vary by Contest. Prize(s) consist only of those items specifically listed as part of the prize. See specific Contest Terms for prize description(s). No substitution or transfer of prizes permitted by winners, and prizes are not redeemable for cash. WWCD reserves the right to substitute a prize of equal or greater value in the event that a prize is unavailable. All taxes on prizes are the responsibility of winners. Limit: one prize per household every 30 days.

All prizes will be awarded. If a Potential Winner is disqualified for any reason, WWCD will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three alternate drawings will be held, after which the prize will remain un-awarded.

Prize(s) will be released to qualified winners only. Prizes will not be mailed, unless otherwise determined by WWCD, at its sole discretion. All prizes awarded must be picked up at WWCD's



studio during normal business hours (as described above), unless otherwise specifically directed by WWCD. Prizes not claimed within thirty (30) business days of being advised by WWCD that the prize is available for pick-up, or in the case of a time-sensitive prize within its period of usability if shorter than 30 business days, will be considered forfeited without notice to the winner, and will become property of WWCD. Such prize may be disposed of at the discretion of WWCD Management.

Notwithstanding anything to the contrary herein, stated on the air, or published online, no Potential Winner of any Contest will be entitled to receive any prize until WWCD has verified such Potential Winner's Contest eligibility and compliance with the Contest rules and until such Potential Winner has completed and submitted all documents required by WWCD. In order to receive any prize, Winners may be required to present a valid, government-issued photo identification (ID), to provide a valid social security number, and/or to provide or complete and sign any other documents required by WWCD, including without limitation, one or more liability release agreements relieving WWCD, any of its parent and affiliates and their respective officers, directors, members, managers, employees, agents, Contest sponsors, and others from any and all liability with respect to the Entrant's participation in the Contest and the receipt and/or use of the prize. Any person who refuses to present a valid, government-issued photo ID, to provide a valid social security number, and/or to provide or complete and sign any other documents required by WWCD by the deadline required by WWCD will forfeit any and all prizes. WWCD reserves the right to examine identification and may reasonably choose to accept or deny awarding the prize based on the identification presented.

In the event that any Entrant(s), Potential Winner(s), winner(s) and/or grand prize winner(s), as applicable, is disqualified from a Contest for any reason permitted by the applicable Contest rules at any point in time (before or after a winner is determined): (1) WWCD and/or any sponsor(s) will in no way be obligated to notify any such individual(s) of such disqualification or forfeiture, (2) WWCD will NOT be obligated to select an alternative Potential Winner, winner, and/or grand prize winner, as applicable, and may instead elect to retain any associated prize(s) as its own property and/or dispose of any such prize(s) in any way that it sees fit outside of, or within, the scope of the Contest.

Any prize that consists of an opportunity to meet with, participate in an activity with, interview, or have similar interaction with any celebrity ("meet-the-celebrity" prize) is contingent upon the celebrity appearing for the activity/event, which is beyond WWCD's control. WWCD is not responsible if a winner and/or the winner's guests are unable to meet the celebrity or to participate in the associated activity if the celebrity determines that doing so is not allowable for any reason or fails to appear/participate for any reason, including without limitation any illness, act of God, scheduling conflict, or any other reason. WWCD is not responsible for this meet-the-celebrity portion of the prize, and it has no monetary value; additionally, no alternate prize will be awarded, and the activity/event will not be rescheduled. In the event that WWCD elects, in its sole discretion, to attempt to reschedule any meet-the-celebrity activity/event or to offer an alternative prize, WWCD will have no obligation whatsoever to offer any other alternate prize if any attempt to reschedule the activity/event or any other offer is not accepted by or used by the winner for any reason whatsoever.



Any prize that is awarded in the form of a gift certificate or a gift card, the use and/or redemption of the certificate or the card (1) may be subject to additional terms and restrictions, including without limitation expiration date and specific locations at which the certificate or the card may be redeemed, (2) may be based on availability, and (3) may include blackout periods, restrictions, or excluded items (i.e., tax, tips, alcoholic beverage, or goods from a particular manufacturer). Gift certificates are only redeemable at the locations for which they are specified.

Any prize involving the award of cash will be fulfilled in the form of a company check payable to the verified winner only and made available 4 to 6 weeks from the date upon which the winner completes and submits all documents required by WWCD.

In all instances in which a winner has the right to select specific products, the choice of products offered may be limited by the sponsor, or certain specific products or manufacturers may be excluded. Winners will receive additional information on any restrictions and limitations after the winner has been awarded the prize.

Except by WWCD, which reserves the right to substitute a prize or prize portion with another prize or prize portion of greater or equal value, prize(s) may not be redeemed for cash, substituted, transferred, or assigned, except as may be determined by WWCD in its sole and absolute discretion on a case-by-case basis. Winners are prohibited from selling any prize awarded or from transferring any prize without WWCD's authorization, which authorization must be in writing by a WWCD representative and will be granted or withheld in WWCD's sole discretion on a case-by-case basis. In the event that WWCD discovers or suspects (correctly or incorrectly) that a winner is attempting to sell his/her prize from WWCD, WWCD reserves the right, in its sole discretion and on a case-by-case basis, to take any one or more of the following actions: (1) immediately disqualify the winner and deem any prize that the winner otherwise was entitled to as forfeited; (2) refuse to award the prize to the winner, even if the winner represents that the winner will not resell or transfer the prize; and/or (3) prohibit the winner from participating and/or winning any future Contests, whether for a fixed period of time or in perpetuity, which rests solely in WWCD's discretion, and if the winner ever wins a future Contest during the period that the winner is banned, the winner will be disqualified from the Contest and forfeit any prize once it has come to WWCD's attention. Further, WWCD reserves the right to track and/or to cancel and invalidate any prize awarded that WWCD suspects any winner sold or transferred without authorization.

Winners are responsible for paying all applicable local, county, state, and federal taxes on prizes based on the estimated retail value of the prize, as set forth in the contest rules or in the Contest Terms and may be issued an IRS Form-1099 for all prizes won from WWCD in any calendar year where the aggregate value of all such prizes is \$600 or more.

### **Trip-Prize Conditions**

Any prize involving travel, including without limitation prizes consisting in whole or in part of overnight accommodations and/or travel by air, rail, ship, or motor coach, will be based upon availability and subject to additional terms and restrictions imposed by WWCD, any Contest sponsors, and/or any other agents participating in the Contest and/or fulfillment of the prize, including without limitation blackout dates, peak-period restrictions, expiration dates, and/or



additional age restrictions imposed upon the winner and/or the winner's guest(s). These restrictions are not subject to negotiation.

Any and all airport transfers, ground transportation, meals, incidentals, gratuities, phone calls, luggage fees, travel insurance and applicable taxes (including, but not limited to all local, state, and federal taxes), and any and all other expenses not specifically mentioned in the contest rules or Contest Terms are the sole responsibility of the winner. If, for any reason, any part of the trip package is canceled or shall become unavailable, postponed, or canceled, WWCD shall have no further responsibility for that portion of the prize and the prize will be awarded without the inclusion of the item on the same itinerary. If the prize winner is unavailable for travel on the designated dates, the prize winner will forfeit the rights to prize, no cash substitution will be offered, and WWCD will not have any further responsibility for that portion of the prize.

Travel accommodations will be provided as specified in the official contest rules or Contest Terms. The actual value of the trip will depend on the point of departure and any airfare fluctuations. Any difference between the stated value and the actual value will not be awarded. The selection of an airline and any accommodations rests solely within WWCD's or any sponsor's discretion. Meals, gratuities, luggage fees, incidental hotel charges, and any other travel-related expenses not specified in the official contest rules or Contest Terms are the sole responsibility of the winner and any travel guest(s). All travel must be taken on the dates specified in the official contest rules or Contest Terms, or the prize will be forfeited and may be awarded to an alternate winner. Precise travel dates and arrangements are subject to availability.

The winner and any travel guest(s) must travel on same itinerary. Travel guests may be required to sign and to return a travel release before any ticketing of travel occurs. The winner and any travel guest(s) must have all necessary identification and/or travel documents (e.g., a valid U.S. driver's license, a passport) required for travel.

Airline tickets are non-refundable/nontransferable and are not valid for upgrades and/or frequent flyer miles. All airline tickets are subject to flight variation, work stoppages, and schedule or route changes. If, in the judgment of WWCD, air travel is not required due to the winner's proximity to the trip destination, ground transportation will be substituted for roundtrip air travel at WWCD's or any sponsor's sole and absolute discretion. The difference in value will not be awarded to the prize winner. Neither WWCD nor any sponsors shall be responsible for any cancellations, delays, diversions or substitution, or any acts or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers, or any other persons providing any prize-related services or accommodations.

All prizes or prize vouchers must be redeemed as stated in the prize notification or as otherwise stated in the official contest rules or Contest Terms. Additional prize-award details and travel information will be provided to the winner at the time of notification. The winner and any travel guests also are responsible for obtaining any travel insurance (and all other forms of insurance) at their option, and the winner and any travel guests hereby acknowledge that WWCD has not and will not obtain or provide travel insurance or any other form of insurance. Lost, stolen, or damaged (1) airline tickets, (2) travel vouchers, (3) concert tickets, or (4) any other tickets or certificates included with the prize will not be replaced or exchanged.

WWCD is not responsible for any travel delays, flight cancellations, or difficulty that the winner and any travel guests may encounter. If travel delays, cancellations, or difficulty prevent arrival in time for any/all elements of trip, WWCD is not responsible for awarding any compensation in lieu thereof. Any changes to completed travel arrangements, once booked, are the sole responsibility of the winner and are solely at the winner's expense.

WWCD and any sponsors are not responsible for replacing or reimbursing winners with any form of compensation for flights or events that are canceled, rescheduled, or delayed. All cancellations (including, but not limited to, event cancellations, trip-schedule changes, flight cancellations, changes in travel arrangements, travel delays of any form and duration, and all delays or cancellations due to acts of nature/God, illnesses, pandemics, war, or terrorism, including threats thereof) are deemed beyond the control of WWCD and its sponsors. Additionally, WWCD is not responsible for any work stoppage, bankruptcy, or other condition beyond WWCD's control that may affect WWCD's ability to provide any of the prizes. WWCD is not responsible for any expenses incurred by Contest winners as a result of such cancellations, delays, or other circumstances beyond WWCD's control.

The winner agrees that acceptance of any trip taken as a prize is done so entirely upon the winner's own initiative, risk, and responsibility. BY ACCEPTING A TRIP PRIZE, WINNERS (1) ACCEPT THE INHERENTLY DANGEROUS NATURE AND RISK IN ANY TRAVEL OR TRANSPORTATION, INCLUDING PERSONAL INJURY AND/OR DEATH, (2) ACKNOWLEDGE THAT THEIR PARTICIPATION IN THE PRIZE EVENT IS VOLUNTARY, (3) ACKNOWLEDGE THAT NATURAL FACTORS AND OCCURRENCES MAY IMPACT OR AFFECT THE SAFETY OF THE ACTIVITIES THAT THEY ARE PARTICIPATING IN, (4) ASSUME THE RISK OF SUCH FACTORS AND OCCURRENCES, AND (5) AGREE THAT WWCD AND ANY OTHER RELEASED PARTIES SHALL NOT BE IN ANY WAY BE RESPONSIBLE FOR ANY RESULTING INJURY AND/OR DEATH.

### **Concert Tickets/Ticketed Events**

If concert tickets or other ticketed events have been awarded (whether singularly, in pairs, in other multiples, or as part of a prize package), and the concert or event is postponed, rained out, canceled, or for other reasons beyond WWCD's control does not occur, WWCD will not be responsible for replacing the tickets. Any provided tickets are subject to certain terms and conditions that may be specified on the ticket or elsewhere, and any seat locations are determined solely by the sponsor or by the provider of the ticket. Lost, stolen, or damaged (1) tickets, (2) travel vouchers, (3) concert tickets, or (4) any other tickets or certificates (including any e-tickets) will not be replaced or exchanged.

### **Permissions**

Except where prohibited by law, acceptance of a prize constitutes permission to WWCD and any promotional sponsors to use the winner's name, likeness, and biographical information for advertising, marketing, or promotional purposes without further compensation or right of approval. Winners also may be required to sign and to return an Affidavit or Eligibility and Release and, where lawful, a publicity-consent agreement, as conditions of receiving a prize. Failure to comply with these conditions shall be grounds for forfeiture of a prize.





Participation in a Contest and/or acceptance of prize(s) constitutes consent by Entrant and/or winner(s) (and by winner's guest(s) if applicable) for WWCD or its agents (1) to interview the Entrant and/or winner(s) (and winner's guest(s), if applicable), (2) to photograph, film, and record (audio and/or video) Entrant and/or winner(s) (and winner's guest(s), if applicable), and (3) to use in commerce and in any medium now or hereafter known throughout the world in perpetuity and without payment of any compensation or additional consideration: the winner's name, hometown (city and state), biographical information, likeness, photograph, audio or video recording, Entry Materials, prize information (if any), and/or any statements made by the winner regarding WWCD, the Contest, the promotion, and/or any of its sponsor(s) for purposes of trade, publicity, or promotion without notice or additional compensation, notification, or permission, except where prohibited by law.

## **Contests**

### **Random-Drawing Contests**

For any random-drawing contests, the Potential Winner(s) will be randomly selected on the next business day after the Contest Period ends. Odds of winning depend on the number of entries received and/or tickets/items available.

### **On-Air Contests**

**IMPORTANT:** Due to delays in the online streaming of WWCD's broadcast signal, listeners to the online stream may not be able participate in, or may be disadvantaged if participating in, any Contest that requires potential Entrant(s) to listen to the radio station, CD 92.9 FM. Contest participants should not rely on streamed broadcasts.

Calls to any of WWCD phone numbers other than the announced phone number, including WWCD's main phone number, will not be accepted for the Contest. WWCD shall not be responsible for calls mistakenly placed to any other number. In the event a caller is disconnected or is found to be ineligible, the next eligible caller who successfully reaches the call-in line and who completes the call will be a winner.

If WWCD receives less than the requested number of calls (i.e., only 9 callers when WWCD is looking for the 29th caller to win) within a reasonable period of time, as determined by WWCD, WWCD reserves the right to re-conduct that Contest at a later time or to cancel that winning opportunity and to not to award the associated prize.

### **Designated-Caller Contests**

To enter a designated-caller contest, listen for (1) WWCD to make an on-air announcement, provide instructions, announce a trivia question, and/or play a cue specifying when and how to be a designated-caller number, (2) the WWCD Contest phone number, and (3) the prize (e.g., "be the 9th caller to 555-555-9292 to win a pair of concert tickets"; "be the 2nd caller to 555-555-9292 to correctly answer the trivia question to win a pair of concert tickets"; etc.) (the "cue-to-call"). Upon hearing the cue-to-call, be the designated caller to WWCD's Contest phone number to win the announced prize (i.e., a prize, a qualifying prize, etc.) or opportunity (e.g., will be qualified for a chance to win a prize, a grand prize, etc.).

### **On-Site Contests**

To enter an On-Site Contest, during the designated Entry Period, (1) visit the designated event and/or location as specified by WWCD, (2) obtain an official entry form (either using WWCD's designated electronic-entry method or a blank-entry form, which forms are available only while supplies last), and (3) complete the entry form by entering or legibly handwriting all required information, which may include without limitation, your full legal name (i.e., first and last names), complete home address (i.e., street number, street name, city, state, zip code), phone number (including area code), email address, and date of birth. Failure to provide all required information may result in disqualification. Entries must be deposited in WWCD's designated electronic-entry box or other official-entry box by the announced deadline. Only official-entry blanks that are entered using WWCD's designated electronic-entry method or that are handwritten are eligible (no other photocopied, electronic, or mechanical reproductions will be accepted).

For any Contest that requires Entrants and/or Potential Winners to be present at a WWCD or any sponsor event in order to continue to participate in a Contest, Entrants hereby agree to strictly follow all instructions and directions given by WWCD staff at the event, and Entrants understand that any intentional failure to comply with WWCD's instruction, process, procedures, Contest Rules/Terms at the event may result in immediate disqualification in WWCD's sole discretion.

If check-in or registration at the event is required, you must check in, or in some cases be in line to check in, by a certain announced time. Eligibility to participate in the Contest event may require that at check-in, each timely arrived participant (1) sign one or more liability-release agreement(s), (2) provide the participant's social security number, (3) provide evidence of a valid, government-issued photo identification (i.e., driver's license, passport, or military ID), and/or (4) comply with any other specific requirements announced. Failure to do any of the foregoing at check-in if required will result in automatic disqualification.

In the event that any Contest-associated event or any Grand Prize Event needs to be rescheduled for any reason, the postponement will be announced on the air, on WWCD's website, and/or across WWCD's social media platforms. It is the sole responsibility of each Entrant/Potential Winner to check WWCD's website and social media platforms and/or to listen on-air for any cancellation and/or rescheduling information.

Notwithstanding the foregoing, WWCD may (but is not obligated to) send a written notice, an electronic notice, or a telephonic notice to Entrants/Potential Winners regarding any necessary rescheduling of any Contest-associated event or of any Grand Prize Event with the rescheduled date/time, but in no event will WWCD or any sponsors have any liability or responsibility for any Entrant's/Prize Winner's failure to receive the message for any reason. In no event will WWCD or any sponsors have any liability or responsibility for any potential Entrant's, Entrant's, or Potential Winner's inability to attend any event on the rescheduled date (and no alternative opportunities will be offered).



## **Online Contests**

To enter online contests, (1) visit the designated location on WWCD's website, [www.cd929fm.com](http://www.cd929fm.com) (the "Website") (or any other alternative website designated for a particular Contest, e.g., a "microsite" or "The Lounge"), (2) follow the links and instructions to enter the Contest, and (3) complete and submit the online-entry form during the Entry Period as announced. The online-entry form may require the Entrant to provide certain required contact information, along with any one or more of the following additional requirements: (1) answering survey questions; (2) correctly answering trivia questions; (3) making predictions or guesses with respect to certain upcoming events; and/or (4) submitting Entrant-generated Content (see sections below for essay, photo, and video requirements).

Entrants may be provided with an opportunity to opt-in for membership/participation as part of the entry process; or, in the alternative, Entrants may be required to become a member/participate in a membership program of WWCD (e.g., "The Lounge," email clubs, text clubs, and/or rewards programs) or to receive solicitations from WWCD and/or any of WWCD's sponsors.

Some online Contests may allow Entrants to obtain "extra" entries by, including but not limited to, (1) completing a survey; (2) opting-in (a) to become a member of a WWCD membership program (i.e., "The Lounge") or (b) to receive solicitations from WWCD and/or any of WWCD's sponsors; and/or (3) allowing Entrants to "share" their entry with a friend ("share/refer-a-friend contests").

For share/refer-a-friend contests, the Entrant's friend must validly enter the share/refer-a-friend Contest using the link provided by the Entrant; and if that friend previously entered the share/refer-a-friend Contest through a link from another Entrant, that friend's attempt to enter the Contest through subsequent shared links may not constitute a "valid" entry (in which case, subsequent Entrants will not get "extra" entries for that particular friend). WWCD reserves the right to cap the maximum number of "extra" entries.

## **Social Media**

The entry process may require Entrants to log in to, or to create, a free account with a third-party social-media network, including without limitation Facebook, Twitter, Instagram, YouTube, or TikTok ("Social Media Network(s)").

These Social Media Network site operators are not sponsors, endorsers, and/or administrators of Contests, and are not affiliated with WWCD or its Contests in any way. WWCD cannot control certain factors relating to the Social Media Networks, including, without limitation, errors, cancellation of user accounts, and/or any technical malfunctions that may affect any Entrant's ability to enter, to win, to view, to be informed of, to be eligible for, or to be properly considered in a particular Contest.

By entering a Contest by means of a Social Media Network, Entrants authorize WWCD to access, use, and/or pre-load to an entry form, applicable portions of your Social Media Network profile information. Entry information provided in Contests through social networking sites is being provided to WWCD, not the associated Social Media Network site operator.



WWCD reserves the right, at any time and for any reason or for no reason, to disassociate any person from its Social Media Network page/following by any means then technically available to it (for example, “blocking” an individual from liking WWCD’s Facebook page).

Employees of the Social Media Networks and any of its affiliates, their respective parents, affiliates, subsidiaries, advertising sponsors, promotional agencies, and the immediate family members of each are not eligible to win in any such Contest.

WWCD may elect, but will not be obligated, to post certain information not available to the general or listening public about ongoing Contests on its website, The Lounge member pages, or Social Media pages, and/or to communicate such information via email, SMS text message, or social-media posting to a limited group of people (e.g., Facebook fans, Twitter followers, or members of The Lounge or any other email, internet, or texting clubs). This information may include, without limitation, dates, and time ranges when a Contest song or sounder may be played, lists of correct or incorrect answers received, and/or Contest reminders. No purchase will be required to obtain any additional information, but WWCD may require that persons eligible to receive any additional information be members of certain WWCD membership programs or third-party Social Network Sites. WWCD will not be obligated to announce that it is, or how it is making, any additional information available, unless required by law. While any additional information may increase the chances that a recipient will know when to listen or what the correct or incorrect answers may be (which information may not be available to non-recipients), there will be no advantage in the mode of entry by obtaining (or not obtaining) this additional information (e.g., there will be no advantage in being the 10th caller, etc.).

WWCD reserves the right, but not the obligation, to post some or all entry information and/or materials on WWCD’s website or social networking sites, in whole or in an edited form in WWCD’s discretion, as a “featured” entry. Having your entry posted and/or “featured” does not mean that the Entrant has won or is likely to win in that particular Contest. The decision to post or to “feature” any such entries is for entertainment purposes only and is not part of the winner selection process. WWCD cannot guarantee that it will be able to view all entries and/or required entry submissions (essays, photos, videos, etc.) submitted from a technical perspective, even if sent in the appropriate formats required. In the event that WWCD is not able to view any entry or entry materials submitted for any technical reason whatsoever, that entry may be disqualified (without notice to the Entrant) and WWCD will have no liability or obligation to the Entrant with respect to the disqualified entry.

In the event of a dispute regarding the identity of an Online, Social Media, Text, or any App Contest Entrant, the Entrant will be the one individual who can demonstrate control over the means by which the Entry was submitted to WWCD, as applicable: (1) by logging into an applicable WWCD membership program, Facebook, Twitter, and/or Instagram account with the correct user name and password; or (2) by evidencing ownership of the phone and/or phone number either (a) from which the Entrant’s text entry was sent or (b) on which the App is installed and registered to the Entrant.

### **Twitter Contests**

To enter a Twitter Contest, log in to your existing account, or sign up for a free account, with the social-media-network site, Twitter, post a Tweet that includes both (1) the unique hashtag for the Contest as designated and announced by WWCD and (2) WWCD's Twitter handle. Tweets that include any hashtag other than the designated hashtag, Tweets that include a Twitter handle other than WWCD's verified Twitter handle, and/or Tweets that do not include the designated hashtag for the Contest and/or WWCD's verified Twitter handle will not be accepted for Contest entry.

### **Instagram Contests**

To enter an Instagram Contest, log in to your existing account, or sign up for a free account, with the social-media-network site, Instagram, (1) post an eligible photo as instructed by WWCD on Instagram, subject to compliance with the photo requirements in the sections below, and (2) include the unique hashtag for the Contest, as designated and announced by WWCD. Posts that include any hashtag other than the designated hashtag, and/or posts that do not include the designated hashtag for the Contest, will not be accepted for Contest entry.

### **Essay, Photograph, or Video Contests**

For any Contest that requires Entrants to submit materials such as an essay, a photograph, or a video (together with any entry form and the content included, depicted, and/or captured in such essay, photograph, or video, the "Entry Materials"), Entrant must be 18 years of age or older, exclusively own, or have obtained a license from the copyright holder to, the submitted Entry Materials (i.e., Entry Materials cannot be "owned" in any way by any other person or company without obtaining that person's or company's express consent to enter the contest and allow WWCD to use the photo as contemplated in the contest rules). Entry Materials must not contain or convey any content that WWCD determines, in its sole discretion, subjectively or otherwise, (1) to be indecent, profane, obscene, explicitly sexual, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, libelous, or hateful, (2) to be racially, ethnically, or otherwise offensive or objectionable, (3) to encourage unlawful behavior, (4) to infringe upon the brand names, trademarks, trade names, logos, or any other intellectual property that may belong to a third party, or (5) to disclose any detailed personal, physical, contact, or otherwise confidential information that may belong to a third party. The foregoing is not intended to require WWCD to disqualify Entrants who, in WWCD's sole discretion, appear to be innocently wearing clothing or are in areas that just happen to contain third-party logos or marks. Further, WWCD may, but is not obligated, to pixelate/cover any trademarks/servicemarks and/or copyrighted materials in WWCD's sole discretion.

For any Contest specifically requiring Entrants to submit an essay as part of the entry process, the essay should not exceed the designated number of words as indicated by the contest rules or the Contest Terms. Essays submitted with more than the designated number of words may not be disqualified (except to the extent that the online entry mode limits number of words/characters), but WWCD will only be obligated to read and consider up to the designated number of words. Essays need not be truthful. WWCD will not verify the truthfulness of the information submitted in each entry. An Entrant's failure to satisfy (or any suggestion that an Entrant fails to satisfy) the entry-eligibility requirements or other contest rules applicable to the contest can result in the Entrant being disqualified from becoming the Grand Prize Winner, in

WWCD's sole discretion. WWCD reserves the right, but is under no obligation, to edit an Entrant's essay in any manner that it chooses and in its sole discretion.

For any Contest specifically requiring Entrants to submit a photograph as part of the entry process, the terms "Photograph," "Photo," and/or "Image" may be used interchangeably, and may include, but will not be limited to the inclusion of, any image that may be produced by an analog or digital camera, an optical image scanner (or simply, "scanner"), a "screen dump," "screen capture," "screenshot," or "screengrab," and/or the digital manipulation of one or multiple photographs achieved by the use of image editing software. Photo must be uploaded in either the ".jpeg" or ".jpg" file format (no other formats will be accepted). **ONLY THE ENTRANT MAY BE VISIBLE IN THE PHOTO. NO OTHER PERSON MAY BE DEPICTED IN THE PHOTO NO MATTER HOW FAR AWAY OR HOW OBSCURE.** However, WWCD reserves the right to accept Photos with other people visible if WWCD deems, in its sole discretion, that any non-Entrants' visibility is not material to the Photo and any non-Entrants are completely indistinguishable. Further, WWCD's decision in this matter is final and not appealable and WWCD is not obligated to treat every Photo identically. Any Photo with any other person(s) depicted in it will be ineligible and disqualified, except as otherwise permitted in this subsection.

For any Contest specifically requiring Entrants to submit a video as part of Entry process, **ONLY THE ENTRANT MAY BE CAPTURED IN THE VIDEO. NO OTHER PERSON'S IMAGE, VOICE, TALENT, AND/OR INTELLECTUAL PROPERTY** (i.e., trademark(s), and/or copyrighted photo(s), video(s), song(s), works of art, etc.) **CAN BE CAPTURED IN THE VIDEO** (no matter how far away, obscure, or otherwise). Any video with any other person(s) or more than one person captured in it will be ineligible and will be disqualified.

### **Membership Program ("The Lounge")**

The Contest entry process may require Entrants to log in to, or to create, a free account in WWCD's online membership program ("The Lounge") by going to the Website, clicking on the link for The Lounge, and completing and submitting the online registration form with all required information.

Members either may be automatically entered in Contests from time to time or be required to complete a specific online entry blank for particular Contests. Limit one membership account per email address, and some contests may limit one Contest entry per membership account, as announced.

Members of The Lounge are entitled to, among other things, receive information from WWCD and its clients, enter Contests, participate in surveys, and enjoy many other opportunities. Members are required to provide truthful information when completing The Lounge membership registration form.

In the event of a dispute regarding the identity of a member, the owner of the registered email account will be deemed the person who submitted the membership.

If a Member cancels his/her/their membership during any Contest in which the Member is entered (or was automatically entered), the Member may no longer be eligible to win a prize in the Contest, at WWCD's sole discretion.

Any and all of WWCD's Terms of Use, Terms of Sale, Privacy Policy, Contest Rules, The Lounge Terms, and any other applicable terms and conditions apply to WWCD's membership program.

### **Third-party Providers**

A Contest entry process may require Entrants to log in to, or to create, a free account with a third-party provider of a software platform used by WWCD for such Contest(s) ("Software Provider"), by going to the Website, clicking on the Contest entry link, and completing and submitting the online registration form with all required information. Limit one account per email address and some contests may limit one Contest entry per account.

Any Software Provider is not a sponsor of such Contests, but Entrants may be required, as part of the entry process, to agree and to consent to Software Provider's terms of use/service and/or privacy policy (collectively, the "Software Provider Policies").

While agreement to the Software Provider Policies may be required in order to enter a Contest, the Software Provider Policies are not a part of these Contest rules. Rather, any Software Provider Policies are a separate agreement between the Entrant and Software Provider. In the event of any conflict between the Software Provider Policies and WWCD's Contest rules, WWCD's Contest rules will govern.

WWCD is not responsible for any error or technical malfunctions associated with any Software Provider's site that may affect any Entrant's ability to enter, to win, or to be properly considered in the Contest, regardless of the cause. In the event of a malfunction associated with the Software Provider site that WWCD (in its sole discretion) deems to materially and adversely affect this Contest, WWCD reserves the right to suspend the Contest, to terminate the Contest without a winner, to terminate the Contest and to select a winner early, to provide alternative means of entry, or to make any other changes to the Contest rules that WWCD deems appropriate under the circumstances. Any such changes, terminations, or suspensions will be announced on air and/or posted on WWCD's website and social media platforms.

Employees of Software Provider and any of its affiliates, their respective parents, affiliates, subsidiaries, advertising sponsors and promotional agencies, and the immediate family members of each are not eligible to win this Contest.

### **Alternate Method of Entry**

Eligible Entrants may enter any WWCD random-drawing contests/sweepstakes by complying with the following instructions. Legibly handwrite (1) your full legal name (i.e., first and last names), (2) complete home address (i.e., street number, street name, city, state, zip code), (3) phone number (including area code), (4) email address, (5) date of birth (you must be 18 years of age or older to enter all WWCD Contests unless otherwise specified in the Contest Terms; some Contests require Entrants to be 21 years of age or older or may have other age restrictions), and

(6) the name of the Contest on a 3 x 5 notecard. Mail the fully completed 3 x 5 notecard in an envelope with proper postage affixed to WWCD, Ltd., 1036 S. Front St., Columbus, OH 43206.

Unless the Contest Rules/Terms provide otherwise, Entrants may send as many handwritten, mail-in entries for the random-drawing contests/sweepstakes as they wish (and each must be mailed separately in an envelope affixed with proper postage). Photocopied and/or mechanically produced mail-in entries are not accepted and will be discarded. All mail-in entries must be received by the date listed on the Contest page for which the mail-in entry is submitted. Upon receipt, mail-in entries become the property of WWCD, and they will not be returned. WWCD is not responsible for late, lost, damaged, incomplete, misdirected, or illegible entries.

Eligible Entrants also may enter any WWCD random-drawing contest/sweepstakes by completing all required information requested on the online Alternate Method of Entry form provided on WWCD's website.

Unless the Contest Rules/Terms provide otherwise, Entrants may complete as many online entries for the random-drawing contest/sweepstakes as they wish. Each entry must be separately completed without the use of any robotic, automatic, programmed, or similar entry method. You may not enter a Contest more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. Failing to comply with the Contest Rules will void all entries and will result in disqualification.

Any online entries must be received by the date listed on the random-drawing contest/sweepstakes page for which the online entry is submitted. Upon receipt, online entries become the property of WWCD.

### **Limitation of Liability**

By entering any Contest and/or by accepting any prize, Entrants and winners (and any of winner's guests as applicable) agree to waive, to release, to forever discharge, to indemnify, and to hold harmless (1) WWCD, (2) any of WWCD's affiliates, parents, assigns, successors, employees, or licensors, and (3) any participating sponsors, agents, and all others connected with them ("Released Parties") from any claim, liability, loss, damage (including punitive, incidental, and consequential damages), or expense (including attorneys' fees) arising out of or in connection with participation in any Contest or the acceptance, use, or misuse of any prize. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

None of the foregoing Released Parties are responsible for (1) any illegible, incomplete, incorrect, late, lost, mangled, misdirected, or stolen entries; (2) any typographical, technological, or any other error in the announcing, administering, disseminating, printing, or publishing of the Contest or in the announcing/awarding of the prize(s); (3) incorrect or inaccurate information, human error, failure, or omission; (4) any Entrant's or winner's (a) failure to receive notices due to Entrant's or Winner's spam, junk e-mail, or other security settings or (b) failure to provide correct or otherwise functioning contact information; (5) unauthorized human intervention; (6) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties, and other technological problems, or for telephone service outages, delays, busy



signals, poor signals, or signal interference, accidental disconnection, equipment malfunctions, and any other technological failures of any kind; (7) technical, hardware, or software malfunctions, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled, or delayed electronic communications whether caused by the sender or by any of the equipment or programming associated with or used by WWCD or any of the Released Parties; or (8) any cancellations, delays, diversions, or substitutions, or omissions whatsoever by any transportation providers or any other persons or entities providing any services to Entrant(s) and/or winner(s) (and winner's 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 Contest cannot be conducted and/or if a prize, either in whole or in part, cannot be awarded due to acts of God, acts of war, natural disasters, weather, acts of terrorism, pandemics, or other factors beyond the Released Parties' control.

If, for any reason, a Contest 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 may corrupt or affect the security, administration, fairness, integrity or proper conduct of the Contest, or if the Contest is compromised or becomes technically corrupted in any way, electronically or otherwise, WWCD reserves the right to cancel, to terminate, to suspend, and/or to modify the Contest without prior notice. If the Contest is terminated before the original end date, WWCD reserves the right, in its sole discretion, to modify the procedure for selecting winners, unless the nature of the event giving rise to such termination renders it impossible to select the winner(s).

WWCD reserves the right, in its sole discretion, to cancel or to modify any Contest in a manner deemed appropriate by WWCD, if, in WWCD's opinion: (1) an error occurs; (2) suspicions exist that any portion of a Contest may have been tampered with; or (3) technical difficulties (including viruses and bugs) compromise the integrity of the Contest. In the event of termination, winners will be selected from among all eligible entries received as of date of termination. In the event a dispute arises as to the identity of a potentially winning entrant, entries will be declared made by the name on the online entry form.

Contests are subject to all applicable laws and regulations and are void where prohibited. Odds of winning depend upon how the Contest is conducted. For random drawings, the odds of winning will depend upon the number of entries received. For contests in which winners are qualified for a random drawing to determine the grand prize winner, odds will depend on the total number of qualifiers. For contests of skill that do not involve any element of chance, odds of winning are not applicable. Any tie-breaking procedures will be published on WWCD's website and/or communicated by email to any Contest Entrants involved in a tie.

### **Violation of Contest Rules**

WWCD reserves the right to disqualify any Entrant or winner who, in WWCD's sole suspicion, tampers with the entry process, intentionally submits more than a single entry when prohibited, violates these Contest Rules or any other Contest Terms, or acts in an unsportsmanlike or disruptive manner. Failure to comply with the terms and conditions applicable to a Contest



entry, including without limitation submitting an incomplete or fraudulent entry, and/or failing to complete the entry process, will result in such Entry being disqualified from the Contest. Any individual(s) who is found to be, or who is suspected of, tampering with a Contest in any way, including without limitation (1) by making a fraudulent entry, (2) by engaging in any “deal-making” with or between other Contest participants or third parties, (3) by creating a public hazard, (4) by cheating, (5) by engaging in improper or illegal activity, (6) by causing interference with or the destruction of property and/or public safety resources will be disqualified from participating and/or winning any prize(s), as applicable, and may be banned from any future participation in any Contest as determined by WWCD in its sole discretion and on a case-by-case basis.

### **Winner’s List**

For a list of winners for a particular Contest, mail a self-addressed, stamped envelope to WWCD’s studio address that identifies the name of the particular Contest for which you would like to receive a winner’s list. WWCD must receive any requests for a winner’s list after the Contest is over and no later than three months after the Contest has ended.

### **Privacy Policy**

Any information submitted with a Contest entry is subject to WWCD’s Privacy Policy.

### **Choice of Law**

Entrants agree that all matters arising out of or relating to WWCD Contests and these Contest Rules are governed by, and construed in accordance with, the laws of Ohio, without giving effect to any of its conflict of laws provisions thereof. Entrants further agree that any legal suit, action, or proceeding arising out of or relating to this sweepstakes and these Contest Rules shall be brought exclusively in the applicable federal or state courts located in Columbus, Ohio.

### **Headings**

The headings appearing in these Contest Rules are inserted only as a matter of convenience; they do not define, limit, construe, or describe the scope or intent of the provisions of these Contest Rules.