

97.9 WRMF – BRAZILIAN COURT STAYCATION CONTEST

Official Rules

NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

BY ENTERING THE CONTEST, EACH ENTRANT AGREES TO THESE OFFICIAL RULES.

- 1. Eligibility:** The 97.9 WRMF – Brazilian Court Staycation Contest (the "Contest") is open only to individuals who are 18 years or older and residents of South Florida and who reside within 150 miles of Hubbard Radio West Palm Beach's studio located at 701 Northpoint Parkway, Suite 500, West Palm Beach, FL 33407, to be eligible to win. No purchase necessary to enter the Contest. Employees of Hubbard Radio West Palm Beach, LLC and its radio station 97.9 WRMF, (the "Sponsor"), Brazilian Court Hotel ("Promotional Participant"), Hubbard Radio, LLC, or any of their respective affiliates, subsidiaries, advertising agencies, or any other company or individual involved with the design, production execution or distribution of the Contest (collectively with Sponsor and Promotional Participant, the "Released Parties") and their immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members of each such employee are not eligible to enter or win. The Contest is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 2. Contest Period:** The Contest will begin at 6:00 AM Eastern Time ("ET") on July 13, 2020, and ends at 10:00 AM ET on July 17, 2020 ("Contest Period").
- 3. How to Enter:** This is a listen-and-win Sweepstakes. Listeners need to listen to 97.9 WRMF in the morning with The KVJ Show from 6:00 AM ET until 10:00 AM ET during the Contest Period during for the cue to call to be announced ("Cue to Call"). Then, upon hearing The KVJ Show announce the cue to call, an eligible listener must be the correct caller, as announced, to reach the Station by calling **1-877-979-9763**. The correct caller, as announced by the KVJ Show will be deemed a First Prize winner and receive an automatic entry into the Grand Prize random drawing. There will be one (1) First Prize winner each day during the Contest Period, for a total of five (5) First Prize winners during the entire Contest Period. Limit one (1) First Prize per person/household. By calling in to the station to attempt to become a First Prize winner, each entrant understands and agrees to allow the call to be recorded and/or aired on the Station.

Note that webcasts of Station's programming are typically on a delayed basis, which may affect participation in this Contest. Sponsor will not accept collect calls. Sponsor is not responsible for telephone line unavailability, busy signals on the Sweepstakes line, operator interference, technical or atmospheric conditions that disrupt the completion of the phone call, telephone system malfunctions, or any other telephone problems which may or may not result from this Contest.

- 4. Grand Prize Random Drawing:** Then, on or about July 17, 2020 after 10:00 AM ET, Sponsor will randomly select one (1) of the First Prize winners to be the Grand Prize winner. Odds of being the Grand Prize winner are 1:5. Sponsor will contact the Grand Prize winner by Monday, July 20th. Sponsor will make up to two (2) attempts to contact the Grand Prize winner. In the event Sponsor is not able to contact the Grand Prize winner after two (2) attempts, Sponsor may randomly select an alternate Grand Prize winner from among all remaining First Prize winners, time permitting.

Prizes and Approximate Retail Values ("ARVs") - One (1) Grand Prize – In addition to the First Prize, the Grand Prize winner will also receive: one (1) Brazilian Court Hotel Staycation Package including two (2) Night's accommodations in a Studio room, American Breakfast for two (2) daily and Valet Parking during the stay. ARV: \$1,100.00. Grand Prize winner's guest must be at least 18 years of

age or older. **Five (5) First Prize (one (1) per day) – One \$100 Salon Service Gift Card to the Brazilian Court Hotel Salon & Spa.**

- Tickets are subject to the terms, conditions and restrictions as printed on the tickets. In the event the concert or race is postponed or delayed, Sponsor is not responsible and such postponement or delay is subject to the policies and procedures printed on the ticket. Prizes consist of only those items specifically listed as part of the Prize. Prizes may not be sold or bartered on eBay, Craigslist or similar third party site. No cash or other substitution allowed by winner, but Sponsor may substitute the prize, or any portion thereof, for a prize of equal or greater value at Sponsor's sole discretion for any reason. All local, state, and federal taxes on the Prize are Winner's sole responsibility. In the event the guest of any winner is deemed a minor in the state of his/her residence, he/she must be accompanied by his/her parent/legal guardian.

The Winners must meet the eligibility requirements as set forth in Paragraph 1 of these Official Rules. Winner is responsible for paying all applicable income taxes associated with accepting their Prize. Winner may be required to sign a liability and/or publicity release ("Prize Release") prior to issuance of a prize. A 1099 form may be submitted to all appropriate taxing authorities, and by signing the prize release upon receiving the prize, each winner accepts the prize, and even if the winner does not use the prize, he/she will be responsible for the applicable taxes.

5. **Claiming the Prize:** Upon winner verification, **as a condition of being named an official winner**, each potential winner must claim his/her prize in person at 97.9 WRMF located at 701 Northpoint Parkway, Suite 500, West Palm Beach, FL 33407, during normal business hours (Monday-Friday, 9:00 a.m. to 5:00 p.m.) **within on or before July 20, 2020** to verify that he/she is the qualified winner and may be required to sign a Publicity and Liability Release ("Release") upon (and as a condition of) picking up the Prize. Failure to comply with this deadline shall be deemed to be the winner's forfeiture of his or her right to claim the Prize. The winner must prove he or she is a qualified winner by presenting acceptable identification (e.g., state driver's license; state issued identification card; valid passport with address verification; or birth certificate with social security card and photo identification and address verification).
6. **Participation Conditions/Release/Consent to use Likeness:** By participating, each participant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor which are binding and final in all matters relating to this Contest; (b) release and hold harmless the Released Parties from and against any and all claims, expenses, and liability, including, but not limited to, negligence and damages of any kind to persons and property, including, but not limited to, invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's participation in this Contest, and acceptance or use or misuse of prize; (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorney's fees) arising out of or relating to an entrant's participation in the Contest and/or entrant's acceptance, use or misuse of prize; and (d) allow Sponsor's use for promotional purposes of his/her likeness, voice and/or address (city/state) without any additional compensation.
7. **General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, for any reason whatsoever, including, without limitation, fire, flood, natural or man-made epidemic of health or other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction or if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the participation process or the operation of the Contest or to be acting in violation of these Official Rules or any other promotion or in an

unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Only the type and quantity of prizes described in these Official Rules will be awarded. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

8. **Limitations of Liability:** The Released Parties as set forth above are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited, to malfunctions, interruptions or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the participation process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of phone calls; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any Prize.
9. **Privacy Policies and Data Collection:** Information provided by you for this Contest on the entry form is subject to Sponsor's privacy policy located at: <http://corporate.hubbardradio.com/privacy-policy/>. By entering this Contest, each entrant agrees that the Sponsor has the right to contact the entrant by phone, direct message, or email accounts provided on the entry form to administer and fulfill this Contest.
10. **Disputes/Governing Law:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or the prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal or state court of Florida; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' or legal fees; and (3) unless otherwise prohibited, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with this Contest shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules (whether of State of Florida, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida.
11. **Official Rules/Winner's List:** For a copy of these Official Rules, see the Website until August 19, 2020.
12. **Sponsor:** Hubbard Radio West Palm Beach, LLC and its Station 97.9 WRMF, 701 Northpoint Parkway, Suite 500, West Palm Beach, FL 33407.