

97.9 WRMF - KVJ WORKDAY GROCERY GIVEAWAY CONTEST

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 – KVJ Workday Grocery Giveaway (the "Contest") is open only to individuals who are 18 years or and residents of Florida and who reside in one of the following Florida counties: Indian River, St. Lucie, Palm Beach, Martin, Broward, and Dade. No purchase necessary to enter the Contest. Employees of Hubbard Radio West Palm Beach, LLC and its radio station 97.9 WRMF located at 701 Northpoint Parkway, Suite 500, West Palm Beach, FL 33407, (the "Sponsor"), Pubix, Scot Smith Injury Law (collectively, the "Promotional Participants"), 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 Participants, 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.

Contest Period: The Contest begins on September 14, 2020 at or about 6:00:00 AM Eastern Time ("ET") and ends on October 23, 2020 at or about 3:20 PM ET (the "Contest Period"). The Contest Period consists of two (2) separate periods:

- (1) The entry period which will begin at 12:00:01 AM ET on September 14, 2020 and ends at 11:59:59 PM ET on October 22, 2020 ("Entry Period"); and
- (2) The prize period will be broken out into 3 prize windows each weekday during beginning on September 28, 2020 and ending on October 23, 2020 at or about 9:00 AM ET, 2:00 PM ET and 5:00 PM ET each weekday (each a "Prize Period").

- 3. How to Enter to Play:** To enter, eligible entrants must visit the 97.9 WRMF website at <http://www.wrmf.com> ("Website") during the Entry Period to find, complete and submit an online entry form. Upon registering, eligible entrants will automatically receive one entry into the Contest. Eligible listeners who have already registered for the 97.9 WRMF Listening Rewards will automatically be included in the Contest. **Limit one (1) entry per person during the entire Entry Period.**

4. **How to Win a Cash Prize** This is a “listen and win” Contest. To see if you have a chance to win, you must listen to 97.9 WRMF during each Prize Period (defined in Official Rule 2 (2) above) for your name to be announced on the air. Once your name is announced, you will have **ten (10) minutes** to personally call **1-877-979-9763** and reach the station (“Call Window”). Once you have reached the station within the Call Window, you will receive a \$200.00 Publix Gift Card for that Prize Period. If the person’s whose name is read on-air does not call and reach the station within the Call Window, then he/she will not win \$200 Publix Gift Card for that Prize Period, and **there will be no winner for that Prize Period.**

The person calling in to the station to claim the \$200 Publix Gift Card prize must be the person whose name was announced on-air; substitute callers (e.g. friends, relatives, co-workers, etc.) are NOT allowed, except in the case of a disability that prevents the person whose name is announced from calling himself or herself, and will result in disqualification at the sole discretion of Sponsor.

Note that webcasts of Sponsor’s programming are typically on a delayed basis, which may affect a webcast listener’s ability to participate in this portion of the Contest. Odds of becoming a winner depend on the number of eligible entries received, and whether or not the person whose name is drawn randomly calls into the station during his/her Call Window.

5. **Prizes:** There could be up to sixty (60) winners (three (3) winners per weekday during the Contest Period). Each Prize Period prize is a \$200.00 Publix Gift Card. Limit one (1) Prize per person during the entire Contest Period. The total value of all prizes for this Contest is \$12,000.00.

The Prize winners must meet the eligibility requirements as set forth in Paragraph 1 of these Official Rules. Winners may be required to sign a liability and/or publicity release (“Prize Release”) prior to issuance of a prize. Winners may be asked to complete a W9 tax form. A 1099 form may be submitted to all appropriate taxing authorities.

2. **Claiming the Prize:** In order to collect a Prize, the potential Winners must provide his or her mailing address to Sponsor, along with the Prize Release and W9 (if applicable), in the timeframe set forth by Sponsor. Upon receipt of the mailing address, and Prize Release and W9 (if applicable), Sponsor will mail the Prize to that winner. In the event the potential Winner fails to verify their address or any required documents within the timeframe provided by Sponsor, he or she will forfeit his or her right to the Grand Prize. Sponsor is not responsible for lost, late, delayed, damaged, stolen or mutilated mailing of any prize. All unclaimed or returned prizes remain the property of Sponsor.
3. **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.

4. **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.
5. **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.

6. **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.
7. **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.
8. **Official Rules/Winner's List:** For a copy of these Official Rules, see the Website until February 14, 2020. For the name of the winner, please send a self-addressed stamped envelope, to be received no later than October 30, 2020, to: WRMF KVJ Workday Grocery Giveaway Winners, 701 Northpoint Parkway, Suite 500, West Palm Beach, FL 33407.
9. **Sponsor:** Hubbard Radio West Palm Beach, LLC and its Station 97.9 WRMF, 701 Northpoint Parkway, Suite 500, West Palm Beach, FL 33407.