

## WXJB CONTEST RULES

The following general rules govern the **BAYONET PLUMBING HEATING AND AIR CONDITIONING CONTEST GIVE-AWAY FOR A REPLACEMENT RESIDENTIAL CENTRAL AIR CONDITIONING UNIT**, for use in an occupied, single-family residence (the “Contest”), as presented by Station WXJB(FM) Radio (the “Station”).

1. No purchase is necessary to enter the Contest. All federal, state, and local laws and regulations apply. The Contest is void where prohibited.
2. The contest is scheduled to begin on November 6<sup>th</sup>, 2017 and end on December 20, 2017. The prize to be awarded is 1 (one) Residential Central Heating & Air Conditioning Replacement Unit (the “Prize”), 1.5 -5 Tons in capacity, to be provided and installed by Bayonet Plumbing Heating and Air Conditioning (the “Sponsor”) to 1 (one) winner. The entrant must have an existing central air and heating system in their occupied, single-family residence. This Contest does not include the replacement of a Central Heating & Air Conditioning Replacement Unit to be installed in (i) any non-occupied single-family residence, (ii) any multi-unit residential building, or (iii) any non-residential building. The Sponsor reserves the right to give-away more than one Unit during this time, but the contests shall be run separately, and separate entries are required for each contest.
3. **HOW TO PLAY:** Beginning on November 7<sup>th</sup>, 2017, entrants shall send an email to [contest@wwjb.com](mailto:contest@wwjb.com) or mail the entry to WWJB RADIO, 55 West Fort Dade Avenue, Brooksville 34601. All mailed entrants must be postmarked by December 20, 2017, and actually received by the Station at the time of the drawing on December 22, 2017. Entrants shall email or mail the name, address, phone number, email address of the entrant and/or the nominee, along with a short narrative on why you or the nominee needs a new Unit for their residence. A person, not affiliated with either the Sponsor or the Station will receive and review copies of all qualified entries, and choose up to 15 entries for a random drawing on December 22, 2017 (the “Drawing”). The Drawing on December 22, 2017, will occur before noon with representatives of both the Sponsor and the Station present to announce the winner. A person with no affiliation with the Sponsor or the Station will draw the winning entrant. Within 24 hours after the Drawing, the Station will call the winning entrant and notify the entrant of its selection as the winning entrant (the “Winning Entrant”). Upon the successful notification to the Winning Bidder, the Station shall have no other obligations to the Winning Entrant or the Sponsor. The Sponsor and the Winning Entrant will schedule a time for the Winning Entrant to receive the Prize.
4. The Contest is open to all eligible U.S. residents of the State of Florida, 18 years or over with a valid photo ID or driver’s license. Employees, directors, officers, and agents of the Station, the Sponsor, and all parent companies, divisions, dealers, retailers, affiliates, subsidiaries, distributors, advertising and promotional agencies and suppliers of each, and immediate families or significant others of each are not eligible to enter the Contest. Additionally, any employee, director, officer, or agent of any media or mass communication outlet (i.e., radio, television, newspaper) with a residence or place of employment within a one-hundred (100) mile radius of 55 West Fort Dade Ave., Brooksville, Florida is not eligible to enter the Contest. Immediate family includes the spouse, great-grandparents, grandparents, parents (including in-laws), brothers, sisters, children, grandchildren, and great-grandchildren of the employee and his/her spouse, including step-relatives. This also includes individuals for whom the employee is current legal guardian. Immediate family members are not permitted to enter more than once.

In the event that it is determined that immediate family members have entered more than once, all entries shall be invalid.

5. By participating in this Contest, each entrant and/or nominee shall grant its permission for his or her entry, picture, voice and/or telephone call to be recorded, rebroadcast and posted on Station's websites and promotional and sales materials for use by the Station. The Winning Entrant shall grant the Station a perpetual worldwide, non-exclusive, royalty-free sub-license (through multiple tiers), right and license to use, publish, reproduce, display, perform, adapt, modify, distribute, have distributed and promote his/her entry, picture and voice, in all media now known or hereinafter created. In the event that the Winning Entrant declines to comply with the obligations as set forth in this paragraph five (5), the Station and the Sponsor shall have the right to select a new Winning Entrant.
6. The odds of winning the Prize will depend on the number of participants. The Winning Entrant will have certain obligations, including but not limited to taking responsibility for the payment of applicable taxes. The Winning Entrant will be required to complete the appropriate tax forms prior to claiming the Prize. The Winning Entrant will be sent a 1099 MISC federal tax form.
7. The Winning Entrant will be expected to allow the Sponsor to inspect its residence and schedule the installation of the Unit within 30 days. The Winning Entrant is responsible for granting access to the home for both the installation and final inspection of the work by the local municipality. The Winning Entrant shall be responsible for obtaining any necessary government permits for the installation of the Unit. The Winning Entrant must possess a valid photo I.D., bearing the picture of the Winning Entrant. The Prize will be forfeited if not claimed within 30 days.
8. The Prize is not transferable.
9. Winning Entrants will be notified of selection on air, and by a selection via e-mail, telephone or standard mail.
10. **Limitation on Liability:** By entering this Contest, all entrants release the Station, the Sponsor, and each of their respective affiliates, subsidiaries, parent companies, officers, directors, agents, promotional partners and employees from any and all liability with respect to or in any way arising from this Contest and/or acceptance or use of the Prize. Neither the Station nor the Sponsor is responsible for any incorrect or inaccurate information or for any technical or human error which may occur in the processing of entries, including any problems or technical malfunction of any telephone network or lines, computer on-line-systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or errors of the U.S. Postal service. Neither the Station, nor the Sponsor is responsible for cheating or fraud by any entrants. If, for any reason, the Contest is not capable of operating as planned, including, without limitation, as a result of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of the Station or the Sponsor, which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Contest, the Station and/or the Sponsor reserve the right at their sole discretion to cancel, terminate, modify or suspend the Contest. Incomplete or illegible entries or registrations may be disqualified.
11. Neither the Station nor the Sponsor is responsible for any lost mail, incorrect addresses, incorrect phone numbers, or their failure to notify any Winning Entrant based on the incorrect

information provided by any entrant to the Contest. All entries and registrations become the property of the Station and Sponsor, and may not be acknowledged or returned.

12. As a licensee of the FCC and a trustee of the public airwaves, the Station reserves the right to interrupt and/or discontinue any contest or promotion (and not award the offered Prize) at the discretion of Station management if world events, the national mood, or public safety so warrant, and shall take all reasonable steps to notify the public and individuals that have already sent entries. Notice to the entrants will be sent by either email or first-class mail.
13. Contest Disputes: The Sponsor and/or Station shall be the sole arbiter of the Contest and the interpreter of Contest rules. Its decisions shall be final. Entry into the Contest constitutes agreement by contestants to abide by these rules, as well as any other rules established by the Stations and the Sponsor.
14. The Station and Sponsor reserve the right to disqualify any Winning Entrant if any Contest rules are violated in any way. The Station and Sponsor reserve the right to refuse awarding any prize to a person who is determined to have violated a Contest rule as outlined above, gained unfair advantage in participating in the Contest, or obtained a winner status using fraudulent means.
15. In the event the winner is subject to or is the subject of any order or legal process issued by any governmental agency having jurisdiction over the affairs of the winner (*i.e.* garnishment, child support order, judgment, lien, and the like), the Sponsor's delivery of the Prize to the official representative of the governmental entity claiming a right to the Prize shall be thus deemed as the Sponsor's awarding the Prize to the winner. The Sponsor shall be entitled to rely in good faith, upon any documents presented by the representative seeking to collect the Prize in lieu of the winner. Under these circumstances, neither the Station nor the Sponsor shall be liable for any claim by any winner for damages incidental thereto.
16. The Station and Sponsor reserve the right to make and change the Contest rules, including changing the Contest dates, but only to the extent permitted by the laws of the United States and, including the rules and published policies of the Federal Communications Commission.
17. A copy of these Rules is also available during business hours, 8am - 5pm, Monday through Friday (excluding holidays), at the WXJB-FM studios, 55 West Fort Dade Ave., Brooksville, Florida 34601 or online at [WXJBFM.COM](http://WXJBFM.COM).