

**WBPT-FM 106.9 The Eagle  
Classic Rock Pay Off**

**OFFICIAL RULES**

1. **NO PURCHASE NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.**
2. **Eligibility.** Subject to the additional restrictions below, the Classic Rock Pay Off (the "Sweepstakes") is open to residents of the state of Alabama who are 18 years or older at the time of entry". Employees of Summit Media LLC. ("Sponsor"), and its' respective affiliated companies, subsidiaries, and advertising and promotional agencies, and the family members of, and any persons domiciled with, any such employees, are not eligible to enter or to win. The term "family members" includes spouses, parents, grandparents, siblings, children, grandchildren and in-laws, regardless of where they live.
3. **How To Enter.** The Sweepstakes will begin at 12:01 a.m. (C.S.T.) on April 6<sup>th</sup>, 2015 and ends at 11:59 p.m. (C.S.T.) on May 29<sup>th</sup>, 2015 (the "Sweepstakes Period"). Sponsor will be the official timekeeper for the Sweepstakes.

To enter, listen to 106.9-FM radio broadcast from 9A.M. C.S.T. to 6P.M. C.S.T. each weekday during the Sweepstakes Period. Every weekday during the Sweepstakes Period, Sponsor will play the "Classic Rock Pay Off Song of the Day". When you hear the "Classic Rock Pay Off Song of the Day", call Sponsor's Sweepstakes Line at 205-741-1069 to try to be the 10<sup>th</sup> caller. Subject to verification of eligibility and compliance with these Official Rules, the 10<sup>th</sup> person to call Sponsor's Sweepstakes Line, as solely determined by Sponsor, will become a Finalist.

To qualify as a Finalist, (a) you must be listening to the Show at the time the announcement/"Classic Rock Pay Off Song of the Day" is broadcast; (b) you must be declared by Sponsor to be the 10<sup>th</sup> person to call Sponsor's Sweepstakes Line at 205-741-1069; and (c) you must comply with all other terms and conditions of these Official Rules. Telephone calls will be taken by Sweepstakes operators in the order they are received, and the operators will count the number of calls received after each on-air Sweepstakes announcement to determine the 10<sup>th</sup> caller. The determinations of Sponsor and Sweepstakes operators will be final and binding in all respects.

Enter as often as you like, provided that automatic telephone dialing equipment or other software or computer assisted dialing equipment is prohibited and will result in disqualification.

Listeners accessing Sponsor's radio station audio via IP connections like website-based streaming or mobile devices are welcome to enter. However, Sponsor cannot be responsible for delays in electronic transmission of station audio to IP devices. By entering this Sweepstakes, listeners acknowledge and agree to this specific provision of these Official Rules. In addition, Sponsor will not be responsible for loss of service to the Sweepstakes Line or for a participant's failure to reach the Sweepstakes Line due to malfunction of any network or system, congestion, any technical or human error, failures or malfunctions of any kind, including the congestion, overload, busy signals, or any other factor that may prevent an individual from completing his/her phone call. In the event of interruption of power or telephone service to Sponsor during a call-in period of the Sweepstakes prior to accepting the 10<sup>th</sup> caller, or a change in programming that results in Sponsor's inability to air a call-in opportunity, Sponsor will not replay the affected call-in opportunity and the number of Finalists opportunities awarded in this Sweepstakes will be reduced accordingly. If a 10<sup>th</sup> caller is ineligible, or fails to comply with any term of condition of these Official Rules, that caller will be disqualified and no Finalist will be selected during that call-in period.

Sponsor reserves the right to disqualify any entries by persons who submit false or misleading entry information or who Sponsor determines to be tampering with or abusing any aspect of the Sweepstakes.

4. **Winner Selection and Odds.** A maximum of forty (40) winners will be selected during the Sweepstakes Period. Odds of becoming a winner depend on the number of eligible participants who call to participate during a particular call-in period and the order in which calls are received.

5. **Prize Description.**

Forty (40) Prizes to be given away on Monday, Tuesday, Wednesday, and Fridays during the Sweepstakes Period: Subject to verification of eligibility and compliance with these Official Rules, each Finalist will receive a one-hundred dollar (\$100.00) Visa Gift Card on Monday, Tuesday, Wednesday, Friday and ten (10) one-hundred dollar (\$100.00) Visa Gift Cards on Thursdays.

Prizes will be fulfilled approximately two (2) weeks after the conclusion of the winning.

Limit: One (1) prize per person and per household.

6. **Winner Notification and Acceptance.** Potential winners will be notified on or about the time of the call (if 10<sup>th</sup> caller) at the telephone number, email address and/or U.S. Mail address provided.

In order to claim a prize, potential winner must respond to Sponsor's notification within five (5) business days of notice or attempted notice.

To claim his/her prize, the potential winner must personally visit Sponsor's offices at 2700 Corporate Drive, Suite 115, Birmingham, AL. 35242 within five (5) business days after notification (office visits must be between the hours of 9 a.m. (C.S.T.) and 5 p.m. (C.S.T.) weekday(s) and must present a valid government-issued photo ID.

Potential winners may be required to complete an affidavit of eligibility, and a liability and publicity release (except where prohibited by law), which must be notarized and returned at time of visit.

Sponsor's inability to reach a potential winner after a reasonable (as solely determined by Sponsor) effort has been made, the failure of a potential winner to timely respond to a prize notification, the return of any prize notification as undeliverable, the inability of winner and his/her guest to travel within the time period specified by Sponsor, and/or a potential winner's failure to comply with any term or condition of these Official Rules may, in Sponsor's sole discretion, result in the potential winner's disqualification and the selection of a substitute winner by a random drawing from among all remaining eligible entries received during the Sweepstakes Period. Sponsor will conduct up to zero (0) alternate drawings, after which the prize will remain unawarded.

A PARTICIPANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL SPONSOR HAS COMPLETED ITS VERIFICATION OF PARTICIPANT'S ELIGIBILITY.

A winner may waive the right to receive a prize. Prizes are non-assignable and nontransferable and cannot be redeemed for cash. No substitutions allowed by winner. Prizes and individual components of prize packages are subject to availability. Sponsor reserves the right to substitute prizes or components of prize packages with a prize or component of equal or greater value. Winner is solely responsible for reporting and payment of any taxes on a prize. Winner may be required to provide his/her valid Social Security Number to Sponsor for tax purposes and/or complete an IRS W-9 form in order to claim a prize. Winners are solely responsible for all federal, state and local taxes on prize value and, as applicable, will be issued an IRS Form 1099 based on the prize value determined by Sponsor. Prizes not won and claimed by eligible winners

in accordance with these Official Rules will not be awarded and will remain the property of Sponsor.

7. **Publicity.** Except where prohibited, acceptance of any prize constitutes the winner's irrevocable consent to the publication or other use by Sponsor and its licensees of his or her name, biographical information and likeness in any media, including the Internet, for any commercial, publicity or promotional purpose, without limitation, review or approval, or additional compensation.
8. **Participation.** By participating, participants agree to be bound by these Official Rules and the decisions of Sponsor and any Sweepstakes judges or administrators selected by Sponsor, which are final and binding in all respects. Sponsor reserves the right to disqualify persons found tampering with or otherwise abusing any aspect of this Sweepstakes as solely determined by Sponsor. In the event the Sweepstakes is compromised by "a virus, non-authorized human intervention, tampering or other causes beyond the reasonable control of Sponsor which corrupt or impair the administration, security, fairness or proper operation of the Sweepstakes, Sponsor reserves the right in its sole discretion to suspend, modify or terminate the Sweepstakes. Should the Sweepstakes be terminated prior to the stated expiration date, Sponsor reserves the right to award prizes based on the entries received before the termination date. Proof of sending or submission of an entry will not be deemed proof of receipt by Sponsor.
9. **Release.** BY PARTICIPATING IN THE SWEEPSTAKES, EACH PARTICIPANT AGREES TO FULLY RELEASE, FOREVER DISCHARGE AND HOLD HARMLESS SPONSOR, SUMMITMEDIA LLC., AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, SUPPLIERS, DISTRIBUTORS, ADVERTISING/PROMOTION AGENCIES, AND PRIZE SUPPLIERS AND EACH SUCH COMPANY'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASED PARTIES") FROM AND AGAINST ANY CLAIMS, COSTS, LIABILITIES, LOSSES, INJURIES, AND DAMAGES ARISING OUT OF THE SWEEPSTAKES, INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS FOR PERSONAL INJURY, DEATH, OR DAMAGE TO OR LOSS OF PROPERTY, LOSS OF ENJOYMENT, OR ANY OTHER HARM WHATSOEVER ARISING OUT OF: (1) PARTICIPATION IN THE SWEEPSTAKES; (2) THE QUALITY, RECEIPT, POSSESSION, USE, OR MISUSE OF ANY PRIZE; OR (3) ANY TRAVEL OR ACTIVITY THAT IS RELATED TO THE SWEEPSTAKES OR ANY PRIZE.
10. **Limitations of Liability.** BY PARTICIPATING IN THE SWEEPSTAKES, PARTICIPANTS ACKNOWLEDGE AND AGREE THAT EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING "THE WEB SITE AND" THE PRIZE(S), ARE PROVIDED "AS IS" AND THAT SPONSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ABOUT THE PRIZE(S) AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. (BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF THE RELEASED PARTIES IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.)

THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR: (1) ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY PARTICIPANTS, PRINTING OR PRODUCTION ERRORS, OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR EMPLOYED IN THE SWEEPSTAKES; (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 ENTRY PROCESS OR THE SWEEPSTAKES; (4) TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE SWEEPSTAKES, THE PROCESSING OF ENTRIES, OR THE

NOTIFICATION OF ANY WINNER; OR (5) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM A PARTICIPANT'S PARTICIPATION IN THE SWEEPSTAKES OR RECEIPT OR USE OR MISUSE OF ANY PRIZE.

Only the number of prizes stated in these Official Rules is available to be won in the Sweepstakes. In the event that production, technical, seeding, programming, or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award the prizes by a random drawing among all legitimate eligible prize claims.

11. **Construction.** 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 such provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.
12. **Sponsor.** The Classic Rock Pay Off is sponsored by SummitMedia LLC. 106.9 The Eagle. The decisions of Sponsor regarding the selection of winners and all other aspects of the Sweepstakes shall be final and binding in all respects. Sponsor will not be responsible for typographical, printing or other inadvertent errors in these Official Rules or in other materials or announcements relating to the Sweepstakes. For a list of winners (available after May 31<sup>st</sup>, 2015) or a copy of these Official Rules, visit [www.birminghamseagle.com](http://www.birminghamseagle.com) or send a self-addressed, stamped envelope to "Winners List/Official Rules" (as applicable), Rock Blocks, 2700 Corporate Drive, Suite 115, Birmingham, AL. 35242. If you have any questions regarding this Sweepstakes, please contact Justin Ragland at 2700 Corporate Drive, Suite 115, Birmingham, AL. 35242.