

The Nitro Circus Ticket Giveaway

November 19th - November 22nd , 2024

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A

PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCE OF WINNING.

1. HOW TO ENTER

a. These rules govern the Ticket Giveaway (the “Promotion”), which is being conducted by WVUB-FM (the “Station”). The Promotion begins on Monday, November 19th, 2024 and ends on Friday, November 22nd, 2024

(the “Promotion Dates”).

b. To enter the Promotion, you may enter by texting the word “Nitro” to our studio line at (812) 888-4347 beginning at 6:30am (Eastern) on Wednesday, November 19th, 2024 and ends at 1:00 pm (Eastern) on Friday, November 22nd , 2024. (the “Entry Period”).

The contest will be carried out via text. When the promo with the call to action is played on the air, listeners

may text the studio line with the word “NITRO”. Listeners may text as many entries as they desire, but only one entry will be used in the winner selection process.

By texting the word “NITRO”, he/she,they will be registered into the random prize selection process. Once selected, the station promotions coordinator or designated staffer will contact the person via text or phone for their full contact information and then arrange prize delivery. The winner’s name will also be announced on-air and publicized through the station’s digital media platforms, including social media sites and website.

Vincennes University Broadcasting WVUB FM known as The Blazer 91.1 WVUB will in no way be liable or responsible for the failure of any phone, other calling instrument, computer, or other device, no matter the reason for the person’s inability to complete the registration process.

c. There will be to a total of 2 winners.

d. Due to delays in the online streaming of the Station’s broadcast signal, listeners to the online stream may not be able to participate in or may be disadvantaged in participating in on-air contests. Entrants are encouraged to listen to the Station on-air. The Station is not responsible for online streaming delays.

2. ELIGIBILITY RESTRICTIONS

a. The Promotion is open to all persons who are 18 years of age or older and who reside in the geographic listening area of the station. Employees of Vincennes University Broadcasting, the Station, the Station's Underwriting Agents (collectively, "Promotion Entities"), their respective parent, subsidiary and affiliated entities, Station's advertising and promotional agencies and participating sponsors, other radio stations in the Evansville/Vincennes metropolitan areas, the members of their immediate families (spouse, parent, sibling or child) and those living in the same household of each (whether related or not), are ineligible to enter or win. This Promotion is subject to all applicable federal, state and local laws and regulations and is void where prohibited. Entrants are responsible for complying with these Official Rules.

b. Listeners are eligible to win a prize in a Promotion conducted by the Station only once every sixty (60) days if the prize is valued over \$600 and only once per year if the prize is valued over \$1,000. Only one (1) winner per household is permitted in any Station promotion, unless otherwise stated.

c. The winners may be required to present valid government-issued photo identification and their complete address, date of birth and phone number to claim a prize.

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d. Entrants are required to provide truthful information and the Station will reject and delete any entry that it is discovered to be false or fraudulent. The Station will disqualify any entrant who does not meet the eligibility requirements, once made aware of such ineligibility and will also delete any entry as required by law.

3. PRIZES

a. 2 prizes will be awarded during this contest. The prize consists of 2 sets of 4 tickets to Nitro Circus at Fishers Event Center on Dec. 1st, 2024.

b. No more than the stated number of prizes specified in these official rules will be awarded. All prizes or prize certificates for this contest will be emailed to the winner. The Station is not responsible for the safe arrival of a prize or prize certificate.

c. The Prize(s) is not transferable, and no substitution, assignment, or cash equivalent of prize is

permitted, except by the Station (solely at its discretion), which reserves the right to substitute a prize or prize portion with another prize or prize portion of greater or equal value. The prize(s) are expressly limited to the item(s) listed above and unless otherwise expressly specified, do not include taxes, gratuities or any other expenses. Entrants acknowledge that the Promotion Entities have not made, nor are in any manner responsible or liable for, any warranties, representations or guarantees, and hereby disclaim any and all warranties expressed or implied, in fact or in law, whether now or hereafter enacted concerning any prize, including without limitation, implied warranties of quality, merchantability, mechanical condition, or fitness for a particular purpose, except for any express manufacturer's warranty as may be included with the prize or as may be separately provided to participants by law. Other restrictions may apply.

4. POTENTIAL WINNER SELECTION AND NOTIFICATION

a. Decisions of the Station management with respect to the Promotion are final.

b. Two(2) winners will be selected each day as described in Section 1 of these Official Rules.

c. Odds of winning a prize depend in part upon the number and order of texts received.

d. Entrants must listen to the Station to win a prize, but need not be present.

g. Potential prize winners will be notified at the time of their call. Prizes will be awarded only upon confirmation of eligibility and completion of all requisite releases. The winner must execute and return any required affidavit of eligibility and/or liability/publicity release. If a potential winner cannot be contacted or if a prize or prize notification is returned as undeliverable, the potential winner forfeits the prize.

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5. CONDITIONS

a. Payments of all federal, state and local taxes are solely the responsibility of the winner. The winner may be required to complete and submit an IRS Form W-9 with the winner's full Social Security Number or the equivalent for receipt of any prize and will be required to complete and submit an IRS Form W-9 with the winner's full Social Security Number or the equivalent for receipt of any prize valued at \$600 or

more or for any prizes awarded by the Station in a calendar year with an aggregate value of \$600 or more.

Failure to submit a complete W-9 or equivalent will result in forfeiture of the prize. Such winnings of

\$600 or more will be reported to the IRS.

b. Participation in the Promotion and/or acceptance of prize constitutes entrant's and/or winner's (and

guest's, if applicable) permission for the Station or its agents to interview the winner(s) (or guest(s), if

applicable), to photograph, film, and record each winner (or guest, if applicable), and to use in commerce

and in any media now or hereafter known throughout the world in perpetuity, his/her, their name, prize

won, hometown (city and state), biographic information, likeness, photograph, voice, audio or video

recording, and/or any statements made by him/her regarding the Station, the Promotion, and/or its

sponsor(s) for purposes of trade, publicity, or promotion without notice or additional compensation,

notification, or permission, in perpetuity except where prohibited by law.

c. Participation in the Promotion and/or acceptance of prize constitutes entrant's and/or winner's (and

guest's, if applicable) agreement to release, discharge, and hold harmless the Promotion's sponsor(s), the

Station, its licensee, their respective parent, subsidiary and affiliated entities, their advertising and promotional agencies, prize suppliers, and participating sponsors, and their respective officers, shareholders, directors, employees, agents and representatives and all of their successors and assigns (collectively, "Released Parties") from and against any and all claims or liability arising directly or indirectly from the prize and participation in the Promotion, including, but not limited to, personal injury, death, or damage to or loss of property, which may occur in connection with, preparation for, travel to, or participation in Promotion, or delivery, possession, acceptance and/or use or misuse of prize or participation in any Promotion-related activity, including but not limited to any claims based on publicity rights, defamation, or invasion of privacy and merchandise delivery.

d. If for any reason this Promotion 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 corrupt or affect the security, administration, fairness, integrity or proper conduct of the Promotion, or if the Promotion is compromised or becomes

technically corrupted in any way, electronically or otherwise, the Station reserves the right to cancel, terminate, suspend, and/or modify the Promotion. If the Promotion is terminated before the original end date, the Station reserves the right, in its sole discretion to, to modify the procedure for selecting winners, unless the nature of the event giving rise to such termination renders it impossible to select winner(s).

e. The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering, or the administration of the Promotion or in the announcement of a prize; (ii) incorrect or inaccurate entry information, human error, failure, or omission; (iii) unauthorized human intervention; (iv) lost, stolen, mangled, misdirected, postage due, illegible, incomplete, or late entries; (v) 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; or (vi) any cancellations, delays, diversions, or substitutions or omissions whatsoever by any transportation providers or any other persons or entities providing any services to winner(s) (and 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 Promotion prize that cannot be awarded due to acts of God, acts of war, natural disasters, weather, acts of terrorism, or other factors beyond the Released Parties' control.

f. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods may void that entrant's entries and that entrant may be disqualified. The use of any device to automate entry is prohibited. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, promotion entry services or proxies) will void all entries by that entrant at the Station's discretion. The Promotion administrator's computer or telephone system is the official time keeping device for this Promotion. In the event of a dispute, online entries will be deemed to have been submitted by the

Authorized Account Holder of the email address submitted at the time of entry. “Authorized Account

Holder” means the natural person who is assigned to an email address by an internet access provider,

online service provider, or other organization that is responsible for assigning email addresses for the

domain associated with the submitted email address. For phone or mobile entries, the authorized account

holder is the natural person who is assigned to the text or mobile telephone number by a

telecommunications provider, or other organization that is responsible for assigning such numbers. The

Station, in its sole discretion, reserves the right to disqualify any person tampering with the entry process

or the operation of the Station’s website. Failure to comply with the rules of the Promotion may result in

an entrant’s disqualification and/or forfeiture of any prize or prizes. If the Station makes a good faith

determination that an entrant has cheated or committed fraudulent activity in connection with a

Promotion, the Station reserves the right to disqualify that entrant from entering and/or winning this and

future Station-administered Promotions and to prosecute and seek damages to the fullest extent permitted

by law.

i. For a copy of these Official Rules, send a self-addressed stamped envelope to – Official Rules,” Attn:

**General Manager, WVUB-FM 1200 N 2 nd Street. DH64
Vincennes, IN 47591. The Official Rules shall**

also be available online at <http://www.wvub.org>.