

**FULL POWER RADIO**  
**RADIO STATION GROUP SOUTHERN NEW ENGLAND CONTEST FALL 2019 OFFICIAL**  
**RULES**

A complete copy of these rules can be obtained at the website of any of the participating radio stations set forth below (individually a “Participating Station” and collectively, the “Participating Stations”).

The Station will conduct the **Full Power Radio Southern New England Contest Fall 2019** (the “Contest”) substantially as described in these rules. The Contest may be referred to by a Participating Station as the:

1. Soft Rock 106.5 WBMW’s Holiday Payday-WBMW
2. Kool Radio’s Kool Cash-WACM-AM, WNTY-AM, WSKP-AM
3. 102-9 The Whale’s – Win Santa’s Stash- WDRC-FM
4. Radio 104.1’s Cash Bribe- WMRQ-FM
5. Jammin’ 107-7’s – Money Maker-WWRX
6. U.S. Country’s – Country Cash-WMBW-HD3
7. 94.9 News Now’s - Cash Now- WJFF-FM
8. Talk of Connecticut— Great Payout –WDRC-FM, WMMW, WSNG & W227DT
9. Bomba – Stack of Cash WMRQ-H2, WSPR-AM W246CC, W258AL & W283BS
10. Latina – Stack of Cash WKKB-FM

Regardless of which name (as listed above) a Participating Station chooses to use for a Participating Station’s promotion of this Southern New England contest, Participants acknowledge that the Contest is one (1) Southern New England Contest made up of many Participating Stations. Keywords may vary from participating stations, yet the short code remains the same. By participating in this Southern New England Contest, each participant agrees as follows:

1. **NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED. ALL FEDERAL, STATE, AND LOCAL REGULATIONS APPLY.**

2. **Eligibility.** This Southern New England Contest is open only to individuals who are (a) legal U.S. residents of the 50 contiguous states of the United States, (b) who are age twenty-one (21) or older at the time of entry with a valid Social Security number, and (c) who reside in a participating Station’s Designated Market Area (“DMA”) as defined by Nielsen Audio. Employees of the Participating Stations, Full Power Radio its parent company, affiliates, subsidiaries, prize providers, advertising agencies, other radio stations serving a Participating Station’s DMA, local sponsors and their employees of this Contest tied with a Participating Station, and the immediate family members and household members of all such employees are not eligible to participate. The term “immediate family members” includes spouses, parents and step-parents, siblings and step-siblings, and children and stepchildren. The term “household members” refers to people who share the same residence at least three (3) months out of the year. The Contest is subject to all applicable federal, state and local laws and regulations. Participation constitutes participant’s full and unconditional agreement to these Official Rules and Station’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.

3. **Contest Period.** The Contest will begin at or around **6:15 a.m., EST on Monday, October 21, 2019** and will run through **9:15 p.m., EST on Friday November 29, 2019, weekdays only Monday through Friday, excluding weekends and National Holidays** (the “Contest Period”). The Station’s computer located in the EST is the official time keeping device for this Contest.

4. **To Enter:** Entering this Contest is a two (2) step process. Listen to a Participating Station for a Keyword to be announced and then timely submit the correctly-spelled Keyword using one (1) of the methods listed below during each Contest Round in order to receive one (1) entry into the corresponding Contest Round:

**STEP ONE:** Tune into and listen to a Participating Station weekdays during the Contest Period. A Participating Station may announce up to, but not more than sixteen (16) different Keywords per each weekday during the Contest Period (each a “Contest Round”), during the approximate designated local times listed below:

Eastern Time Zone	
<b>CONTEST TIMES</b>	<b>Contest Round on or around-</b> 6:15 am, 7:15 am, 8:15 am, 9:15 am, 10:15am, 11:15 am, 12:15 pm, 1:15p, 2:15p, 3:15p, 4:15p. 5:15p, 6:15p, 7:15p, 8:15p and 9:15p

**ALL CONTEST TIMES ARE APPROXIMATE, SUBJECT TO CHANGE AND ALL CONTEST TIMES ARE LOCAL PARTICIPATING STATION TIME, REGARDLESS OF THE TIME ZONE.**

**STEP TWO:** Listeners may either (i) text in an entry into a particular Contest Round to short code 888-111 using a mobile device or (ii) enter via the Free Alternative Method of Entry, send Name, Address, City, State, and Zip and phone number to [CONTEST@FULLPOWERRADIO.COM](mailto:CONTEST@FULLPOWERRADIO.COM). Limit One (1) Entry per person/telephone number/email address per Contest Round, regardless of the method of entry. Entry by sending a text message will not improve your chance of winning:

*i. **Text Entry Method.*** When listeners hear the Secret Keyword for a particular Contest Round, participants should **send a text message with the correct Keyword to short code 888-111** (the one (1) correctly texted Keyword is an “Entry”). All entries must be correctly spelled and received into the texting. **Incorrect, misspelled, late and/or texting rejected entries will not be entered to win.** The text messaging method of entry is designed to work with most of the United States major wireless carriers, but the Station makes no guarantee that any particular wireless service provider will participate or that a wireless carrier’s texting service will timely or accurately deliver the text message via the short code.

### **Additional Details Regarding Entering the Contest:**

- a. Listeners may participate up to sixteen (16) times each weekday, per telephone number, during the Contest Period, but only once (one (1) time) per Contest Round, regardless of the entry method used by Participant. Each Participating Station will qualify participants up to sixteen (16) times per weekday during the Contest Period. Listeners are allowed to text in once per each of the Contest Rounds, up to sixteen (16) separate Contest Rounds each weekday, for a total of up to sixteen (16) entries per weekday (Monday – Friday) during the Contest Period (each correct Keyword an “Entry” and collectively “Entries”). Entries will all qualify to get an invite to the \$20,000 Holiday Party. Winners will be chosen from all the entries who correctly text in to a particular Contest Round across Southern New England, from all Participating Stations.
- b. **Contest Round Times May Vary.** Actual Contest Round start times may vary. Individual Participating Stations may first announce a Keyword as early as five (5) minutes before, and as late as thirty (30) minutes after the hour in a particular Contest Round, as designated in the above chart.
- c. **REGARDLESS OF THE ACTUAL TIME(S) AT WHICH ANY PARTICIPATING STATION ANNOUNCES A SECRET KEYWORD, ENTRIES FOR A PARTICULAR CONTEST ROUND WILL ONLY BE ACCEPTED FROM AS EARLY AS TEN (10) MINUTES PRIOR TO THE TOP OF ANY HOUR AT WHICH A CONTEST ROUND IS SCHEDULED TO BE ANNOUNCED THROUGH TWENTY-FIVE (25) MINUTES AFTER SUCH HOUR** (*for example, from 8:50 a.m.. to 9:25 a.m.*) (each an “Entry Period”).
- d. **May Announce Only Once or More Than Once.** A Participating Station may, but is not obligated to, announce a particular Keyword more than once; provided however, the number of times in which any Participating Station may announce a Keyword in any Contest Round may vary by individual Participating Station(s) and/or by subsequent Contest Round(s).
- e. **May Spell the Keyword.** A Participating Station may, but is not obligated to, spell out the correct spelling of a Keyword once or more than once; provided however, should a Participating Station choose to spell out a Keyword during a particular Contest Round such Participating Station may vary whether or not it spells a Keyword during any subsequent Contest Round(s).
- f. **TIME DELAY BETWEEN OVER-THE-AIR ANALOG SIGNAL AND INTERNET BROADCAST:** Due to the time delay that exists between a Participating Station’s analog over-the-air signal and a Participating Station’s online internet based stream or app, listeners who listen to a Participating Station online or via an app may hear the Keyword cue to enter later than listeners listening to a Participating Station’s analog over-the-air signal. As a result, the odds of an online listener winning a prize in this Contest may be diminished.
- g. **Bounceback Text Message.** Participants may receive a bounce back text message (a response due to Participant participating) from Station with confirmation of Contest Round entry or letting the participant know they were not entered due to untimely or an incorrect Entry, but will receive no additional offers, information or message content. Texts to the short code or an incorrect short code may result in one or more automatic bounce back messages, for which Participants may incur a fee from his/her provider.

h. **Complete and Timely Submitted Information.** Entries must contain ALL information requested, must be timely submitted, and must comply with all Content submission requirements set forth herein in order to be a valid Entry. *By participating in the Contest, participants agree that the Station may contact them via telephone at the number provided during registration or by text message, at the telephone number from which the text message entry was received.*

i. **Standard text messaging rates, as established by an individual's wireless carrier may apply, and Station assumes no responsibility for any fees or charges incurred for and associated with any text message sent to or from Station. Any and all fees arising out of the transmission of a text message shall be the sole and exclusive responsibility of the Participant.** Multiple participants are not permitted to share the same telephone number. Any attempt by any participant to submit more than one (1) entry per Contest Round by using multiple/different telephone numbers, identities, or any other method will void that participant from further participation in the Contest. Use of any automated system to participate is prohibited and will result in disqualification. Station is not responsible for lost, late (whether due to participant error or technical malfunction), incomplete, invalid, unintelligible, inappropriate or misdirected entries, all of which will be disqualified. In the event of a dispute as to any Entry, the authorized account holder of the telephone 4 number used to register will be deemed to be the participant. The "authorized account holder" is the natural person assigned the telephone number by the wireless carrier. Potential winner may be required to show proof of being the authorized account holder. All entries become the sole and exclusive property of Station and will not be returned. No mail-in entries will be accepted.

5. **Winner Selection.** After the Entry Period for a Contest has closed and no later than two (2) days after an entry period has closed, Station will select eight hundred text participants by randomly drawing from among all the valid Entries cumulatively received above from all of the Participating Stations, during all contest rounds, who will then be invited to our \$20,000 holiday party and be put in the running for prizes ranging from \$100 to \$1000, entry to Avalon at Mohegan Sun is First Come First Serve, subject to verification of eligibility, and compliance with these Contest Rules. The invitee will be contacted by one of the participating Radio Stations and using the telephone number that submitted the Entry. **PARTICIPANTS MUST ANSWER THE TELEPHONE AND MUST AGREE TO HAVE THE TELEPHONE CONVERSATION RECORDED BY THE STATION AND AGREE TO BE INTERVIEWED FOR ANY BROADCAST OR COMMERCIAL RELEASE CONNECTED WITH THE CONTEST, IN ORDER TO BE DETERMINED A DESIGNATED WINNER AND TO HAVE THE PRIZE AWARDED. The Participating Station will make up to two (2) text attempts to send the invite to the \$20,000 holiday party. Station is not obligated to and will not leave a voicemail or other message when contacting a potential Prize Winner.** The potential Prize Winner (party invitee) may be awarded the prize at the \$20,000 holiday party, must be present at the party to be in the running for prize(s) (subject to verification of eligibility and compliance and continued compliance with the terms of these rules). Station's decisions as to the Contest are final and binding. **THE STATION RESERVES THE RIGHT TO DETERMINE AN ALTERNATE WINNER IN ACCORDANCE WITH THESE OFFICIAL RULES IN THE EVENT THAT ANY WINNER IS DISQUALIFIED, CANNOT BE CONTACTED, OR IS DEEMED INELIGIBLE FOR ANY REASON, OR IS NOT AVAILABLE TO PARTICIPATE IN ANY APPLICABLE CONTEST EVENTS HOSTED BY STATION OR THE PARTICIPATING STATION WHERE PARTICIPANT RESIDES.** Full Power Radio may choose to award prizes at certain venues, which have capacity restrictions set by the venue and local authorities. If any such venue at any time reaches capacity or Full Power Radio or the venue or local authorities, in their sole discretion, determine that additional guests may not enter the venue, Full Power Radio may, in its sole discretion, void any contestant entries and Full Power Radio shall have no liability to such contestants.

**6. Prizes will be awarded at the \$20,000 Holiday Party on December 5<sup>th</sup> 2019 at the Avalon at Mohegan Sun on Thursday December 5<sup>th</sup> 2019 from 5:30p-8:30p,** entry to Avalon at Mohegan Sun is First Come First Serve, must be 21 or older to attend. Parents cannot bring children. Each Prize consists of \$100.00 to \$1000. Prizes will be distributed every 15 mins until a total of \$20,000 is given away. Winner is responsible for all taxes associated with prize receipt and/or use. In order to claim a Prize, the identified person must (a) claim the prize in-person by the actual Winner, i.e. the person who entered the Contest, at the one (1) Participating Station identified and designated by Station, in its sole discretion, when the Winner's eligibility is verified and (b) must present a current government issued photo ID. A Prize must be claimed within thirty (30) days of being verified as eligible to win and must be claimed in-person by the Winner of the Contest. **No Prizes will be mailed for any reason and any prize not claimed by close of business on the Thirtieth (30th) day after notification will be forfeited. NO PROXIES WILL BE ALLOWED TO CLAIM A PRIZE FOR ANY REASON.** Odds of winning a Prize depend on a number of factors including the number of eligible entries received by Station during any Contest Round and listeners participating at any given time from all of the Participating Stations. Each Prize is non-transferable and no substitution will be made, except as provided herein at the Station's discretion.

**7. Verification of Potential Winner.** THE ELIGIBILITY OF ALL POTENTIAL CONTEST WINNER(S) IS SUBJECT TO VERIFICATION BY STATION, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. The potential winner must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. The potential winner will be notified by telephone call after the random drawing, as outlined above and subject to meeting all the requirements, as outlined above in Section 5. The potential winner will be required to sign and return to Station, within three (3) days of the date notice is sent, an affidavit of eligibility and a liability/publicity release (except where prohibited) in order to claim his/her prize, if applicable. A winner who returns the affidavit of eligibility and liability/publicity release within the required time period will be deemed to have accepted the prize and thereafter will not be permitted to rescind their acceptance of the prize and/or return the prize. If a potential winner cannot be contacted, fails to sign and return the affidavit of eligibility and/or the liability/publicity release within the required time period (if applicable), or if the prize or prize notification is returned as undeliverable, potential winner forfeits prize. In the event that the potential winner of a contest prize is disqualified for any reason, Station may award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries for that particular Contest Round.

There is no substitution, transfer, or cash equivalent for prizes, except that the Station may, at its sole discretion and to the extent permitted by law, substitute prizes of comparable value or cash. The prizes are expressly limited to the item(s) listed above and do not include taxes, gratuities or any other expenses. Any gift certificates/cards awarded as part of a prize will be subject to the terms and conditions set forth by the issuer and are valid only on the date(s) printed on the tickets or gift certificates/cards. Other restrictions may apply.

**8. Entry Conditions and Release.** By entering, each participant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Station, which are binding and final in all matters relating to this Contest; (b) release and hold harmless Station, Full Power Radio each Participating Station, and each of their respective subsidiaries, and affiliated companies, the prize suppliers and any other organizations responsible for Stationing, fulfilling, administering, advertising or promoting the

Contest, and each of their respective past and present officers, directors, employees, agents and representatives (collectively, 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 entry, creation of an entry or submission of an entry, participation in the Contest, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorneys' fees) arising out of or relating to a participant's participation in the Contest and/or participant's acceptance, use, non-use or misuse of the prize.

9. **Publicity.** Except where prohibited by law, participation in the Contest constitutes Winner's consent to use by the Station and its agent of winner's name, likeness, photograph, voice, opinions and/or biographical information (including hometown and state) for promotional purposes in any media now known or hereinafter created, worldwide, in perpetuity without further payment or consideration.

10. **Taxes.** All state, local, federal and or other taxes, duties, tariffs, title fees, licensing fees, or other fees for prizes awarded become the sole responsibility of the winner. All those who win a prize or prizes valued \$600 or more in any given year will be issued an IRS Form 1099 to report their winnings.

11. **General Conditions.** Station reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any other factor beyond Station's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Station in its sole discretion. Station reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or acting 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, Station reserves the right to seek damages from any such person to the fullest extent permitted by law. Station's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

12. **Limitations of Liability.** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Station, participants, 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, delays in entry or participation in the Contest due to the text receiving system reaching or nearing capacity, disconnections in telephone lines or network hardware or software and/or failures of any kind of a participant's mobile service; (3) unauthorized human intervention in any part of the entry process or the Contest, including no obligation, liability, or responsibility whatsoever if individuals who do not listen to a Participating Station receive the Keyword(s) from third parties such as other listeners or from any other source; (4) technical or human error which may occur in the administration of the Contest or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participant's participation in the Contest or receipt or use, non-use or misuse of any prize. No more than the stated number of prizes will be awarded. In event that a production, technical, programming or other error causes more than stated number of prizes as set forth in these Official Rules to be claimed, Station reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

13. **Changes to the Contest or Changes to those Participating Stations.** If, for any reason, in the sole opinion of Station, this Contest is not capable of running as planned by reason of an Act of God, infection by computer virus, worms, bugs, tampering, hacking, unauthorized intervention, fraud, technical failures, system overload or any other causes, whether discovered or suspected by Station, which, in the sole opinion of the Station, does or could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest or any Contest Round(s), Station reserves the right, at its sole discretion, to cancel, terminate, modify or suspend this Contest and/or Contest Round(s), and/or provide alternative means of entry or any other changes to these contest rules that Station deems appropriate under the circumstances. In the event of termination, suspension or modification of this Contest and/or Contest Round(s), a notice will be posted online on a Participating Station's website and/or announced on-air for those Participating Stations who are no longer conducting the Contest and/or participating in a Contest Round.

14. **Disputes.** Participant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded shall be resolved individually, without resort to any form of class action; (ii) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate Connecticut State Court located in the City of Hartford, Connecticut; (iii) 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' fees; and (iv) under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim 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. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the participant and Station in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Connecticut, without giving effect to any choice of law or conflict of law rules (whether of the State of Connecticut or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Connecticut.

15. **Participant's Personal Information.** Information collected from participants is subject to Station's Privacy Policy, which is available on the Stations' websites under the "Privacy Policy" link. All entry blanks, forms, devices, and materials gathered during the course of entry, as well as all information contained therein shall become the sole property of Station to be used, disposed of or destroyed in its sole discretion. Station is not responsible for any incorrect or inaccurate information entered by telephone users, and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to the Stations' websites and/or text messaging service.

16. **Southern New England Simultaneous Contest.** THE CONTEST IS ONE (1) SOUTHERN NEW ENGLAND CONTEST MADE UP OF MANY PARTICIPATING STATIONS, WHICH IS ATTACHED. STATION IS CONDUCTING THIS CONTEST CONCURRENTLY AND SIMULTANEOUSLY ON SEVERAL PARTICIPATING STATIONS (Up to 22 INDIVIDUAL RADIO STATIONS) THAT ARE LOCATED IN VARIOUS STATES. PARTICIPATING STATIONS MAY INDIVIDUALLY REFER TO THIS SOUTHERN NEW ENGLAND CONTEST IN VARYING WAYS AND BY VARYING NAMES DEPENDING ON A PARTICULAR STATION'S FORMAT AND WHAT A PARTICIPATING STATION DETERMINES TO SOUND MOST APPEALING TO A PARTICIPATING STATION(S)' PARTICULAR AUDIENCE. BY PARTICIPATING, PARTICIPANT

ACKNOWLEDGES THIS IS ONE (1) SOUTHERN NEW ENGLAND CONTEST WITH MANY PARTICIPATING STATIONS.

17. **Contest Results.** A winners list may be obtained within thirty (30) days after the Contest Period expires by sending a self-addressed stamped envelope to the Station identified below, but prior to six (6) months after the Contest has concluded.