

WIYY-FM (98RCK) & 98online.com
2021 Harley Davidson Giveaway
Official Rules

1. GENERAL:

No purchase necessary. Making a purchase will not increase your chances of winning. Void where prohibited or restricted by law. All federal, state, and local regulations apply.

2. ELIGIBILITY:

The 2021 Harley Davidson Giveaway (the “Sweepstakes”) is offered only to legal U.S. residents 18 years old or older at the time of entry. One Finalist per household. One Finalist per family. Prizes are non-transferable. Sweepstakes is offered only to residents who reside within the **Baltimore** Designated Market Area (“DMA”) as determined by Nielsen Media Research Services. Winners of a contest or sweepstakes hosted or sponsored by **98ROCK** or its affiliates within the past fifteen (15) days are not eligible. Finalists in the Sweepstakes must be eligible to attend the Key-Testing Ceremony on Saturday, August 21st at 12:00pm at Harley Davidson of Baltimore located at 8845 Pulaski Hwy, Baltimore, MD 21237, or forfeit their chance of winning the prize. Employees of **98ROCK** and members of their immediate families, Hearst Television Inc., **Maryland Highway Safety Office, Harley Davidson**, (Together, “Sponsor”), Hearst Corporation, Woobox, and each of their affiliates, representatives, and agents, and their directors and employees (collectively, “Sweepstakes Entities”), and the members of the same households of such individuals are not eligible. The term “immediate families” includes spouses, grandparents, parents, siblings, children and grandchildren. No groups, clubs, or organizations may participate in this Sweepstakes or reproduce or distribute any portion of these Official Rules to their members. Proof of age, identity, and eligibility must be furnished to Sponsor upon request. All entry form information must be complete and accurate. Sponsor will not award a prize to anyone not meeting eligibility requirements at the time of entry. By entering, you agree to comply with all applicable law and these Official Rules, and you agree to abide by all decisions of the Sponsor. Sponsor reserves the right to disqualify any entrant if these Official Rules are not followed. Internet access is necessary to enter for some Entry Methods. For QR Code Entry Method, a digital handset with digital service is necessary to enter.

3. HOW TO ENTER:

There are several Entry Periods (“EP”s) with respective Entry Methods (“EM”s) taking place throughout the course of the Sweepstakes. EPs and EMs are listed in the below table (on page 2), along with applicable daily time ranges and the total number of Finalists/Keys awarded for each Entry Period. All times in these rules refer to Eastern Daylight Time (EDT).

| <u>EP #</u> | <u>Date Range</u> | <u>Per Day Time Range</u> | <u>Entry Method</u> | <u># of Keys</u> |
|-------------|-----------------------|--|---|------------------|
| 1 | 7/6/2021 – 7/9/21 | 2:00pm – 7:00pm The Boom Boom Room w/Kirk & Marianne | On-Air (Trivia/Question) | 5 |
| 2 | 7/6/2021 – 8/15/2021 | 12:01am – 11:59pm Daily | Online I | 19 |
| 3 | 7/6/2021 – 8/15/2021 | Tuesday – Friday: 10:00am – 6:00pm Saturday: 9:00am – 5:00pm | QR Code to special online entry. Located at Harley Davidson of Baltimore point of sale/cash wrap | 15 |
| 4 | 7/6/2021 – 8/15/2021 | 12:01am – 11:59pm Daily | Online II via direct link from Maryland Highway Safety Website | 5 |
| 5 | 7/12/2021 – 7/16/2021 | 10:00am – 2:00pm Mid-Days w/Amelia | On-Air (Trivia/Question) | 5 |
| 6 | 7/29/2021 | 6:00am – 11:59pm Justin, Scott and Spiegel; Mid-Days w/Amelia; The Boom Boom Room w/Kirk & Marianne, Nights w/Wendi | On-Air (1 Winner every hour, 10 th Caller) | 18 |
| 7 | 7/31/2021 | 2:00pm – 7:00pm | On-Site Event I located at 12301 Philadelphia Rd. Kingsville, MD | 5 |
| 8 | 8/2/2021 – 8/6/2021 | 5:00am – 10:00am Justin, Scott and Spiegel | On-Air (Trivia/Question) | 5 |
| 9 | 8/13/21 – 8/15/2021 | Friday – Sunday All Day | On-Air Text to Win Activator | 15 |
| 10 | 8/16/2021 – 8/20/2021 | 10:00am – 2:00pm Mid-Days w/Amelia | On-Air (Trivia/Question) | 5 |
| 11 | 8/21/2021 | 12:00pm – 1:00pm | On-Site Event II (Last Chance to Win followed by Grand Prize Event) located at: 8845 Pulaski Hwy, Baltimore, MD 21237 | 1 |

Entry Methods (EMs) described:

On-Air (Trivia/Question)(10th Caller): Listen to 98Rock during EP#: 1, 5, 6, 8, and 10's date and time ranges for the cue to call (410) 338-1098 and correctly answer the Trivia/Question correctly to become a Finalist (or, in the case of EP#6, be the 10th caller to become a Finalist).

Online I: To enter, go to www.98online.com/contests and complete an online entry form according to the on-line instructions. All entries must be received during EP#2 (above). Limit one entry per person total using this Entry Method.

QR Code to Win: Visit Harley Davidson of Baltimore, located at 8845 Pulaski Hwy, Baltimore, MD 21237 during EP 3 and look for the QR Code display (located at point of sale.) Scan the code to be directed to an exclusive Register-to-Win page. Complete the online entry form according to the on-line instructions. All entries must be completed during EP3. Limit one entry per person using this Entry Method.

Online II: To enter, go to www.mva.maryland.gov and complete an online entry form according to the on-line instructions. All entries must be received during EP#4 (above). Limit one entry per person total using this Entry Method.

On-Site Event I: Attend the Mike Maynor's Sweaty Balls Run Fundraiser for Testicular Cancer (12301 Philadelphia Rd, Kingsville, MD 21087) on Saturday, July 31st, 2021 from 2:00pm – 7:00pm and locate the 98ROCK and Harley Davison tents. Locate the QR Code Display at the tents and scan the code to be directed to an exclusive register to win page. Complete the online entry form according to the on-line instructions. All entries must be completed during EP3. Limit one entry per person using this Entry Method.

Text to Win: Listen to 98ROCK during EP#9 for the Text to Win Keyword. Participants may send a text message to (410) 338-1098 with the Keyword in the body of the message. All entrants entering via the text message entry method must have a text messaging two-way capable handset and digital service in order to enter the Sweepstakes. Entrants will be sent a text message to confirm entry into the Sweepstakes. Entrants entering by text will be charged standard text messaging rates for text messages sent and received from their handset according to the terms and conditions in their wireless calling plan. Standard text and data rates may apply. Text messaging and wireless service are not available in all areas. Limit one entry per person using this Entry Method.

On-Site Event II: Attend the 2021 Harley Davidson Giveaway Event at Harley Davidson Baltimore located at 8845 Pulaski Hwy, Baltimore, MD 21237 from 12:00pm – 1:00pm for a chance to win the last qualifying key. Locate the QR Code Display at the 98ROCK tent and scan the code to be directed to an exclusive register to win page. Complete the online entry form according to the on-line instructions. All entries must be completed during EP11. Limit one entry per person using this Entry Method.

All entries must be received during each Entry Period. Each Finalist can only win one (1) key. Sponsor will not verify receipt of entries. Entries become property of Sponsor and will not be returned. Incomplete and multiple entries are void. Sponsor is not responsible for entries that are lost, late, misdirected, incomplete, incomprehensible, illegible, damaged, undeliverable or delayed. Photocopied and mechanically generated entries are void. Entries generated by any automated means are void. Electronic entries will be deemed to have been submitted by the authorized account holder of the e-mail address at the time of the entry. The authorized account holder is the person to whom the applicable internet service provider or other organization (such as a business or educational institution) has assigned the e-mail address. Online entrants must have valid e-mail address and it is entrant's responsibility to update Sponsor of any change in e-mail address.

4. HOW TO WIN:

Ninety-eight (98) Finalists will be selected through random drawings as soon as practicable after the each Entry Period ends (except in the case of all call-to-win Entry Methods, in which case Finalist must either be the 10th caller or must be the first to correctly answer the given trivia question).

Potential Finalists will be notified either by phone or email, on the day of each drawing, depending on the Entry Method. Finalist must respond to such notification, by calling the Sweepstakes coordinator provided in the notification, within twenty-four (24) hours after the notification is sent by Sponsor, or the Finalist will be subject to disqualification, in which case the Key will be forfeited, and an alternate Finalist will be randomly selected from among the remaining eligible entries, time permitting. Winners may be required to sign and return appropriate forms and/or documentation, including an Affidavit of Eligibility, a Liability Release and/or where legally permissible a Publicity Release within three (3) days following the date of first attempted notification. Finalist hereby further agrees that it will sign any documents necessary to transfer copyright of the entry to Sponsor within three (3) days following the date of first attempted notification. Failure to sign and return such forms within the requisite timeframe could result in disqualification.

All Finalists must attend the Key-Testing ceremony on Saturday, August 21, 2021 at 12:00pm at Harley Davidson Baltimore located at 8845 Pulaski Hwy, Baltimore, MD 21237 in order to have a chance to win. In the event Finalist cannot attend (for any reason), their chance of winning the prize will be forfeit, and another Finalist will be chosen in their stead, time permitting. One (1) out of ninety-eight (98) keys will start the motorcycle portion of the prize. The Finalist with the working key will be the Winner.

Sponsor is not responsible for incomplete, incomprehensible, illegible, or out-of-service contact information. If Sponsor is unable, after making a reasonable effort, to contact a selected potential Finalist, that potential Finalist will be disqualified, and a new potential Finalist will be selected from remaining entries until all qualified Finalists are chosen.

5. PUBLICITY RELEASE:

Except where prohibited, entry in the Sweepstakes constitutes each entrant's consent to use, publish, reproduce and for all purposes, including publicity, promotion and advertising, in any media (including without limitation, the Internet, television, radio, or offline promotions), each Finalist's name, city, photograph, likeness, biographical material, voice, image, each in perpetuity without further compensation, credit or right of review or approval.

6. PRIZES:

Out of the ninety-eight (98) Finalists, one (1) Winner will receive:

- One (1) Harley Davidson XL 883N Iron 883 Motorcycle
Approximate Retail Value ("ARV"): \$9,499
- Enrollment in Harley Davidson Baltimore Riding Academy
ARV: \$375
- Harley Davidson Gift Card
ARV: \$600

Total ARV of Prize: \$10,474

All charges, fees, and costs not specifically included in the prize descriptions above, including but not limited to personal incidental items, transportation, taxes, title,

registration, souvenirs, gratuities, and licenses, are the responsibility of the respective Prize Winner and their guests. Winner is solely responsible for insurance on the motorcycle.

To claim prize, Winner must provide a valid driver's license or state identification card. Prize is non-transferable. Certain blackout dates may apply. No cash redemption or prize substitution allowed by Prize Winner. Sponsor reserves the right to substitute a prize of equal or greater value for any reason in the sole discretion of Sponsor if the Prize or any component thereof is unavailable for any reason.

7. ODDS:-

Odds of becoming a Finalist depend on the number of eligible entries for text, QR code, on-site and online Entry Methods within their respective Entry Periods. Odds of becoming a Finalist for call-in Entry Methods depend on being the correct-numbered caller or being the first with the correct answer to a trivia question. Odds of a Finalist winning are one (1) in ninety-eight (98).

8. TERMS AND CONDITIONS; LIMITATION OF LIABILITY:

Participants are responsible for complying with all applicable federal, state, and local laws and regulations and with these Official Rules, and by entering, participants agree to be bound to these Official Rules. Any attempt by an entrant or other party to tamper with the proper administration of the Sweepstakes will disqualify the entrant and may result in civil or criminal action against the entrant or other party and may result in the discontinuation, suspension, or cancellation of the Sweepstakes. **WINNERS AND ENTRANTS AGREE, EXCEPT WHERE PROHIBITED BY LAW, TO RELEASE AND DISCHARGE, HOLD HARMLESS AND INDEMNIFY THE SWEEPSTAKES ENTITIES, AND ALL OTHERS ASSOCIATED WITH THE DEVELOPMENT AND EXECUTION OF THIS SWEEPSTAKES, FROM ANY AND ALL TAX LIABILITY THAT MAY BE IMPOSED OR ASSOCIATED WITH RECEIPT OR USE OF THE PRIZES, AND FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, PROCEEDINGS, AND LIABILITY FOR ANY DAMAGES, EXPENSES, FEES, INJURY OR LOSSES (INCLUDING PERSONAL INJURY OR DEATH) SUSTAINED IN CONNECTION WITH THE RECEIPT, OWNERSHIP, OR USE OF THE PRIZE OR WHILE TRAVELING TO, PREPARING FOR, OR PARTICIPATING IN ANY PRIZE-RELATED ACTIVITY.** Sponsor is not responsible for any printing, typographical, mechanical or other error in the printing of the offer, administration of the Promotion or in the announcement of the Prize. Winner's guest(s), if applicable, must execute a liability and publicity release prior to the Winner's receipt of the Prize. Sponsor retains the discretion to make all decisions regarding the interpretation and application of these Official Rules. All decisions of Sponsor are final and discretionary. In the event the selected Winner(s) of the Prize are/is ineligible or refuse(s) the Prize, the Prize will be forfeited and Sponsor, in its sole discretion, may randomly select an alternate Winner from remaining entries, or may elect not to award such Prize to an alternate Winner, where permitted. For prizes valued at \$600 or greater, Winner must provide his or her Social Security Number for tax purposes. Prizes may be considered income, and any and all taxes associated with Prizes are the responsibility of the Winner(s).

9. DISCLAIMER/INTERNET:

If for any reason, the Sweepstakes is not capable of running as planned for any reason, including infection by computer virus, bugs, tampering, and unauthorized intervention, fraud, technical failures, acts of God, war, terrorism, government regulation, disaster, fire, strikes, civil disorder, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity of the Sweepstakes, the Sponsor reserves the right in its discretion to disqualify any individual it believes has tampered with the entry process, and/or cancel, terminate, modify or suspend the Sweepstakes. Sponsor reserves the right to select winners from eligible entries received as of the termination date. Sponsor may prohibit an entrant from participating in a Promotion if it determines that said entrant is attempting to undermine the legitimate operation of the Promotion by cheating, hacking, deception or other unfair playing practices or intending to abuse, threaten or harass other entrants. Caution: Any attempt by a participant to deliberately damage any Web site or undermine the legitimate operation of the Promotion is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such participant to the fullest extent of the law. The Sweepstakes Entities (i) assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries; (ii) are not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or provider, computer equipment, software, failure of any entry information to be received by the Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any website, or (iii) any combination thereof, including any injury or damage to the participant's or any other person's computer related to or resulting from participation or downloading any materials in this Sweepstakes. SPONSOR MAKES NO WARRANTY, GUARANTEE, OR REPRESENTATION OF ANY KIND CONCERNING ANY PRIZE, AND SPONSOR SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS, AND ANY OTHER IMPLIED WARRANTY.

10. ARBITRATION/CHOICE OF LAW:

Except where prohibited, entrants agree that any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes shall be resolved exclusively by arbitration pursuant to the rules of the American Arbitration Association then effective, and any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred by entrant with regard to this Sweepstakes, but in no event attorneys' fees, punitive, incidental, consequential or other damages. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrants and sponsors in connection with the Sweepstakes shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than New York. New York County shall be the exclusive forum for any dispute relating to these Official Rules and/or this Sweepstakes. All participants and winners agree, by their participation in the Sweepstakes, to submit to personal

jurisdiction in New York County. The invalidity or unenforceability of any provision of these Official Rules shall not affect the invalidity or unenforceability of any other provision so long as the general intent of these Official Rules remains in effect. 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.

11. OFFICIAL RULES AND LIST OF WINNERS:

To receive a copy of these Official Rules, visit **98online.com/contests** or send a self-addressed stamped envelope for receipt by **12/31/2021** to **98ROCK Promotions 2021 Harley Davidson Giveaway Rules, 3800 Hooper Ave, Baltimore, MD 21211**. These Official Rules supersede all other published editions. Sponsor reserves the right to change, alter, or amend these Official Rules as necessary, in its sole discretion, to ensure the fair administration of the Sweepstakes or to comply with applicable law. For a list of Winners' names, send a self-addressed stamped envelope within 60 days of the conclusion of the Sweepstakes to **98ROCK Promotions, 2021 Harley Davidson Giveaway 3800 Hooper Ave, Baltimore, MD 21211** Winner's List, at the address listed above.

12. SPONSOR(S):

**98ROCK
3800 Hooper Ave.
Baltimore, MD 21211**

**Maryland Highway Safety Office
6601 Ricthie Hwy
Glen Burnie, MD 21060**

**Harley Davidson of Baltimore
8845 Pulaski Hwy
Baltimore, MD 21237**