

WIYY-FM (98ROCK)
Metallica Las Vegas Flyaway 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:

Metallica Las Vegas Flyaway Giveaway (“Sweepstakes”) is offered only to legal U.S. residents 21 years old or older at the time of entry. One winner per household. One winner 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 thirty (30) days are not eligible. Employees of 98ROCK and members of their immediate families, Hearst Television Inc. (Together, “Sponsor”) Hearst Corporation, Woobox, Zipwhip, 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. For some of the cues to enter, a text messaging two-way capable handset and digital service is necessary to enter, as well as knowledge of the day’s keyword.

3. HOW TO ENTER:

The Sweepstakes will begin at 5:00am EDT on November 1, 2021 and end at 11:59pm EDT on November 5, 2021 (“Sweepstakes Period”). All times in these rules refer to Eastern Daylight Time.

On each weekday of the Entry Period, November 1, 2021 through November 5, 2021, one (1) “Cue to Call or Cue to Text” will be announced on 98ROCK during each of the following shows, within the referenced time frames: Justin, Scott and Spiegel (including breaks) between 5:00 a.m. and 10:00 a.m.; Middays with Amelia (including breaks) between 10:00 a.m. and 2:00 p.m.; Kirk + Marianne’s The Boom Boom Room (including breaks) between 2:00 p.m. and 7:00 p.m.; Nights w/Wendi between 7:00 p.m. and 11:59 p.m. (the “Programming”). Listeners must listen for the Cue to Enter, because knowledge of the Keyword/Clue is necessary in order to submit an eligible entry. All entries must be

received during each respective Entry Day, which starts every weekday during the Entry Period at 5:00 am and ends that evening at 11:59 pm (each an “Entry Day”).

There are two (2) ways to enter:

Text Message Entry Method. After the Keyword is announced during Programming, participants may enter the Sweepstakes by sending 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 entering by the Text Message Entry Method 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 from and received by their handset according to the terms and conditions in their wireless calling plan. Text messaging and wireless service are not available in all areas. All text method entries must be received within each respective Entry Day.

Call to Win Entry Method. After the Cue to Call is announced during Programming, participants may enter the Sweepstakes by calling (410) 338-1098. Entrants entering by calling in will be charged standard voice rates for calls made and received according to the terms and conditions in their land or wireless calling plan. All call-in method entries must be received within each respective Entry Day.

Entries become property of Sponsor and will not be returned. Incomplete 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:

Following each Entry Day, Sponsor will randomly select four (4) entrants from among entries received by that day’s Entry Day deadline and, if eligible, those entrants will be the Daily Prize Winners for that Entry Day. In addition, one (1) Grand Prize Winner will be chosen from all qualifying entries received during the Entry Period at the end of the Sweepstakes. Limit one prize per person during the Sweepstakes Period.

Potential winners will be notified by phone on the day of each drawing. Winner 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 Winner will be subject to disqualification, in which case the Prize will be forfeited, and an alternate Winner 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 seven (7) days following the date of first attempted notification. Winner hereby further agrees that it will sign any documents necessary to transfer copyright of the entry to Sponsor within seven (7) days following the date of first attempted notification. Failure to sign and return such forms within the requisite timeframe could result in disqualification.

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 winner, that potential winner will be disqualified, and a new potential winner will be selected from remaining entries until all qualified Winners 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 Winner's name, city, photograph, likeness, biographical material, voice, image, each in perpetuity without further compensation, credit or right of review or approval.

6. PRIZES:

Twenty (20) Daily Prize Winners will each receive:

- One (1) Digital Download of Metallica's Black Album (Remastered)
Approximate Retail Value ("ARV") of Prize: \$15.99

One (1) Grand Prize Winner will receive:

- A trip for Winner and his/her guest (who must be 21 or older at time of travel) to see Metallica on February 25, 2021 at Allegiant Stadium in Las Vegas. Trip includes roundtrip airfare for two (2) from BWI or Reagan National (DCA) to McCarran Airport (LAS), 2-night stay at the Rio All-Suite Hotel and Casino, Pre-Show whiskey tasting with Blackened's master distiller, and \$60 Blackened gift card.

ARV of Grand Prize: \$1,840. ARV may vary depending on the cost of airfare and Hotel stay at time of booking.

Winner and guest responsible for transportation to and from BWI or Reagan National Airport (DCA), transportation to and from McCarran Airport (LAS) to Hotel, and transportation to and from Hotel to Allegiant Stadium. Travel companion of Winner must also execute a Publicity/Liability Release prior to ticketing and must possess required travel documents (e.g. valid photo I.D.) prior to departure. Once the travel schedule has been arranged, it cannot be altered and failure of Winner to follow such schedule shall

not obligate Sponsor in any way to provide the Winner with alternate arrangements. Accommodations subject to availability and blackout dates may apply. All travelers must possess valid travel documents. Winner and guest must travel on dates specified by Sponsor or forfeit prize. Arrangements must be made at least thirty (30) days prior to departure. Once scheduled, the itinerary cannot be altered.

All charges, fees, and costs not specifically included in the prize descriptions above, including but not limited to personal incidental items, transportation, taxes, souvenirs, gratuities, and licenses, are the responsibility of the Prize Winner and his/her guest.

To claim prize, Winner must provide a valid driver's license or state identification card and complete all prize paperwork by November 15, 2021. Prize is non-transferable. Certain blackout dates may apply. No cash redemption or prize substitution allowed by Prize Winners. In the event the concert is canceled or postponed for any reason, Sponsor may award the remainder of the prize package without any further prize obligation to the Winner, and Winner will only be responsible for taxes on the prize components that are awarded. 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 winning Daily Prize depend upon the number of eligible entries received in the respective Entry Day. Odds of winning Grand Prize depend on the number of eligible entries received during the entire Entry Period.

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 www.98online.com/contests or send a self-addressed stamped envelope for receipt by November 5, 2021 to Metallica Las Vegas Flyaway Rules, 98ROCK 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 Metallica Las Vegas Flyaway Winners List, 98ROCK 3800 Hooper Ave. Baltimore, MD 21211.

12. SPONSOR(S):

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