

**OFFICIAL RULES**  
**FOR SUMMITMEDIA LLC WBHK-FM**  
**“BIRTHDAY PULL UP” CONTEST**

The following are the official rules of SummitMedia, LLC (“Sponsor”) for the **WBHK-FM “BIRTHDAY PULL UP” Contest** (“Contest”). By participating, each participant agrees as follows:

**1. NO PURCHASE IS NECESSARY.** Void where prohibited by law. All federal, state, and local regulations apply.

**2. ELIGIBILITY.** Unless otherwise specified, the Contest is open only to legal U.S. residents age eighteen (18) years or older at the time of entry with a valid Social Security number and who reside in the **WBHK-FM** listening area. Unless otherwise specified, employees of SummitMedia LLC, its parent company, affiliates, related entities and subsidiaries, promotional sponsors, prize providers, advertising agencies, other radio stations serving the SummitMedia LLC radio station’s listening area, 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. An individual who has won more than \$500 in a SummitMedia LLC Contest or Sweepstakes in a particular calendar quarter is not eligible to participate in another SummitMedia LLC Contest or Sweepstakes in that quarter unless otherwise specifically stated. An individual may only win this contest one time. Entrants may not use an assumed name or alias (other than a screen name where a contest involves use of a social media site). Contests are subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’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 **January 22, 2019 at 12:00am C.S.T. (Central Standard Time) and end on or about December 31, 2020 at 11:59pm C.S.T. (Central Standard Time)**. Sponsor’s office computer is the official time keeping device for the Contest.

**4. HOW TO ENTER. REGISTRATION ONLINE AT 987KISS.COM.** Sponsor reserves the right to contact entrants and all other individuals whose email address is submitted as part of a Contest.

**5. TELEPHONE AND DELIVERY DISCLAIMER.** Participants are restricted to the use of ordinary telephone equipment. Participants that enable the “Caller ID” block function will not be allowed to participate unless they enter their correct area code and telephone number. The Company disclaims all liability for the inability of a participant to complete or continue a telephone call due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond the Company’s control, or otherwise. The Company disclaims all liability for any delays, misdelivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method. The Company is not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website

or lost or unavailable network connections which may limit an online entrant's ability to participate in the contest, and any injury or damage to entrant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in this contest. Due to the time delay that exists between a Summit Media radio station's over-the-air signal and its online webcast, listeners who listen to a Summit Media radio station online may hear Contest information or a cue to call later than listeners listening to the station's over-the-air signal. As a result, the odds of an online listener winning a Contest may be diminished.

**6. WINNER SELECTION AND ODDS OF WINNING.** Odds of winning a Contest prize depend on a number of factors, including, but not limited to the number of listeners participating at any given time. The winning entrant will be awarded the prize subject to verification of eligibility and compliance with the terms of these rules or the specific Contest rules. Failure to respond to the initial verification contact within three (3) days of notification may result in disqualification. Sponsor's decisions as to the administration and operation of the Contest and the selection of potential winners are final and binding in all matters related to the Contest. Any protest in the conducting of the Contest, the selection of the winners, or the awarding of prizes must be made within three days of the conclusion of the contest; the resolution of any protest shall be in the sole discretion of Sponsor, whose decision shall be considered final.

**7. NOTIFICATION AND VERIFICATION OF POTENTIAL WINNER.** POTENTIAL CONTEST WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR 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/or the Office Rules of the Contest, and winning is contingent upon fulfilling all requirements. The potential winner will be notified by email and/or telephone call, after the date the Contest concludes. The potential winner will be required to come in person to Sponsor's local office located at 2700 Corporate Drive, STE. 115, Birmingham, AL. 35242 by **December 31, 2020** during normal business hours, Monday through Friday, to provide proof of identity, execute an affidavit of eligibility, a liability/publicity release (except where prohibited), and a W-9 IRS Form, in order to claim his/her prize. A winner who executes these documents 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 provide the affidavit of eligibility and/or the liability/publicity release within the required time period, or if the prize or prize notification is returned as undeliverable, potential winner forfeits the prize. In the event that the potential winner of a Contest prize is disqualified for any reason, Sponsor may award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries, or other means chosen by the Sponsor and indicated in the particular contest rules.

**8. PRIZES. 14 Birthday Cakes.** Winners are responsible for all taxes associated with prize receipt and/or use. Sponsor reserves the right to substitute any listed prize for one of equal or greater value for any reason. If winner requests that a prize be mailed to him/her, and Sponsor agrees to do so, winner agrees that Sponsor will send the prize by U.S. Postal Service, and that Sponsor is not responsible for lost, stolen, or misdirected mail, and that the prize will not be replaced if it is not received by winner.

**9. ENTRY CONDITIONS AND RELEASE.** By entering a Contest, each participant agrees to: (a) comply with and be bound by these Official Rules, and the decisions of Sponsor, which are binding and final in all matters relating to any Contest; (b) release and hold harmless Sponsor, Summit Media, and its subsidiaries, related and affiliated companies, participating sponsors, the prize suppliers and any other organizations responsible for sponsoring, 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 a 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 an entrant's participation in the Contest and/or entrant's acceptance, use, non-use or misuse of the prize.

**10. PUBLICITY.** Except where prohibited, participation in a Contest constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration, unless otherwise prohibited by law. Each contest participant acknowledges and agrees that any telephone calls placed to the Station's contest line may be broadcast live on the Station, and also may be recorded for use on-air at a later time. Winners may be required to sign a separate publicity waiver and/or release upon collecting a prize.

**11. CONSUMER CREATED CONTENT.** If the entry for the Contest includes any creative material from the participant, including but not limited to, consumer created content, by submitting your entry: (1) you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Sponsor or its Contest partners under any fiduciary or other obligation, that Sponsor is free to disclose the ideas on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you; (2) you acknowledge that, by acceptance of your submission, Sponsor and its contest sponsors do not waive any rights to use similar or related ideas previously known to Sponsor or its partners, or developed by their employees, or obtained from sources other than you; (3) you are verifying that you are the owner and producer of the submitted material and that no third party ownership rights exist to any material submitted, or, to the extent that any third party ownership rights exist, you have obtained all necessary licenses and/or clearances to use such third party content, and (4) you are hereby granting Sponsor a perpetual, worldwide, nonexclusive, royalty-free, sub-licensable (through multiple tiers) right and license to use, publish, reproduce, display, perform, adapt, modify, distribute, have distributed and promote such content in any form, in all media now known or hereinafter created, anywhere in the world, for any purpose.

**12. TAXES.** All State, Local, Federal and or other taxes, duties, tariffs, title fees, licensing fees, or other fees for prizes awarded in any Contest become the sole responsibility of the winner. Winners will be required to fill out and return an IRS W-9 tax form. Valuation of prizes may be based on information given to Sponsor by the provider of the prize. All those who win a prize or prizes over a certain threshold value in any given year may be issued an IRS Form 1099 to report their winnings.

**13. GENERAL CONDITIONS.** Sponsor may cancel Contest or any part of a Contest, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. Sponsor 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 any other promotion or in an unsportsmanlike or disruptive manner, or to be acting in violation of any federal, state or local law.

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, Sponsor reserves the right to seek legal remedies including damages from any such person to the fullest extent permitted by law. Sponsor may, in its sole discretion, waive or change any of these Official Rules in a particular case, but will advise the public of such waiver or changes as practicable as possible after they are made.

**14. LIMITATIONS OF LIABILITY.** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by 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, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest; (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 entrant's participation in the Contest or receipt or use, non-use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Contest, provided that if it is not possible to award another entry due to discontinuance or completion of the Contest, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, programming or any other reason causes more than stated number of prizes as set forth in these Official Rules to be available or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

**15. DISPUTES.** Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with the Contest, or any prizes awarded, other than those concerning the administration of the Contest or the determination of the winner, 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 a Contest, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate state court located in the **WBHK-FM** listening area; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering a Contest, but in no event attorneys' fees; and (iv) under no circumstances will entrant be permitted to obtain awards for, and entrant 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 entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the state in which the entrant's Summit Media radio station is located, without giving effect to any choice of law or conflict of law rules (whether of the state in which the entrant's Summit Media radio station is located or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state in which the entrant's Summit Media radio station is located.

**16. ENTRANT'S PERSONAL INFORMATION.** Information collected from entrants via the Internet, including the Summit website or Internet applications, is subject to Sponsor's Privacy Policy, which is available on **987kiss.com** website under the "Privacy Policy" link. To the extent a Contest

involves use of a 3<sup>rd</sup> party website, application or platform, individuals should be aware that the third party's Privacy Policy may apply as well. Sponsor claims no responsibility for the actions of any such third party in the collection or use of your information. All entry blanks, forms, devices, and materials gathered during the course of entry, as well as all information contained on or within, shall become the sole property of Sponsor to be used, disposed of or destroyed in its sole discretion. Sponsor is not responsible for any incorrect or inaccurate information entered by website 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 a Summit Media radio station website.

**17. CONSTRUCTION.** The invalidity or enforceability 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 rules shall be construed in accordance with their terms as if the invalid or unenforceable provision were not contained therein.

**18. LIST OF WINNERS/COPY OF RULES.** A copy of the Official Rules of the Contest may be found at <https://www.987kiss.com/contest-rules/>. A copy of these Official Rules or a list of the winners of a Contest may be obtained by requesting a copy and sending a self-addressed stamped envelope to the Sponsor address identified below. A list of winners will be made available 30 days after the conclusion of the Contest.

*2700 Corporate Drive, STE. 115, Birmingham, AL. 35242*