

## **B 99.3 BIG SPRING FIX-UP CONTEST RULES**

### **Official Promotional Rules**

A complete copy of these rules can be obtained at the offices of Martz Communications Group Inc., 86 Porter Road, Malone, NY 12953 (518) 483-1100, 5 Beal Street Potsdam 315 265 5510.

1. No purchase necessary.
2. Odds of winning vary based on the number of entrants.
3. Must be 18 years of age or older to win.
4. Each week on Friday morning during scheduled contesting dates, 1 winner will be chosen from all entries that week from on-air contesting, to be awarded a prize from that week's assigned sponsor(s). The value of the prize is based on that week's sponsor.
5. The contest will air Monday through Friday, beginning on April 7, 2025. The length of the promotion depends on the total number of sponsors..
6. The prize(s) awarded is a store gift card or certificate in the amount of \$500.00 to be redeemed by the prize sponsor. There is NO cash value. The prizes are not transferrable
7. Entries will be gathered via On Air contesting. Listeners will be instructed to call when they hear the Big Spring Fix-Up sounder. The 9<sup>th</sup> caller received immediately after the sounder is played will automatically be qualified for that week's prize.
8. Notwithstanding anything to the contrary herein or stated on-air, each winner will not be entitled to receive any prize until after their eligibility has been confirmed or accepted by Station representatives and all required paperwork (including, without limitation, liability release agreements) have been completed by the pending winner within the required deadlines.
9. Use of robotic, mechanical or other forms of pre-programmed entry methods is NOT prohibited. Stations do not intend to monitor or disqualify any contest entry on the basis of the use of such manipulation tools. Notwithstanding the foregoing, entrants are not

entitled to use such manipulation tools and Stations reserve the right (in its sole discretion), from time to time, to implement entry processes that may frustrate or prohibit such automated entry; provided, however, that no contestant in any contest may rely upon or insist upon Stations' failure or refusal to take any of the foregoing actions or to determine, in its sole discretion, that one entrant's entry should be discounted because another entrant's entry was or vice versa.

10. Stations and its sponsors are not responsible for any technical difficulties, technical malfunctions or errors (whether technical or typographical or human) experienced due to overload, busy signals, loss of phone service, internet availability, electronic problems, interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), website, telephone or other connections, availability or accessibility, or miscommunications, or failed computer, satellite, telephone or cable transmissions, or lines, or technical failure or jumbled, garbled, corrupted, scrambled, delayed, or misdirected transmissions, or computer hardware or software or telephone malfunctions, failures, or technical errors or difficulties, any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or tampering with or hacking of any of the websites, computer virus, bug, or other errors or corruptions of any kind whether human, mechanical, electronic or network or the incorrect or inaccurate capture of information or the failure to capture, or loss of, any such information or any other factor that may prevent an individual from completing or Stations from receiving (accurately or otherwise) a phone call, an email, accessing any website (including the Stations or any third party website), or for any problem associated with the Stations website or voting website or software, internet, telephone connections, servers, routers, or any other technical problem that may impact entry, participation, voting or prize claim in any way, regardless of the cause, including, without limitation, any injury or damage to any person's computer, equipment, property, software or network related to or resulting from participating in a Station contest or visiting its websites (whether as an entrant, visitor or voter). Stations and its sponsors assume no responsibility for any incorrect or inaccurate information, whether caused by website users, or by any equipment or programming associated with or utilized in a Station Contest. Stations are not responsible for any printing errors or typographical errors. If, for any reason, in the sole opinion of Stations, the contest is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, hacking, unauthorized intervention, fraud, technical failures, system overload or any other causes, whether discovered or suspected by Stations, which, in sole opinion of the Stations, does or could corrupt or affect the administration, security, fairness, integrity or proper conduct of a Contest, Stations reserve the right, at its sole discretion, to cancel, terminate, modify or suspend the contest, and/or provide alternative means of entry or any other changes to these contest rules that Stations deem appropriate under the circumstances. In the event of termination, suspension or modification of this contest, a notice will be posted online and announced on-air. All contests are open to the general public except

for employees, agents, subsidiaries and affiliates of Martz Communications Group Inc., participating sponsors, their immediate families, and households.

11. The Radio station is not responsible for problems with landline or cellular connections.

12. 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.

13. All prizes are awarded "as is." Gifts are non-transferable cannot be exchanged or redeemed for cash.

14. The station shall not be responsible for the failure of participating sponsors to deliver prizes as promised.

15. All entrants and winners agree that the station, Martz Communications Group Inc. and their affiliates shall have no liability and shall be held blameless for any injury, misfortune, or damage to either persons or property insured by entering, participating in, winning, or losing any contest by use or non-use of any prize received.

16. All prizes must be claimed in person. All winners will be called when prize is available to be picked up. The winner must claim the prize within thirty (30) business days (excluding holidays) of being notified the prize is available for pick up. After such time, ownership of said prize reverts back to the station to be disposed of at their discretion. The winner then loses all claims and rights to said prize.

17. Proper identification must be presented to claim prize. Winners will be asked to fill out a Winner's Affidavit and Release.

18. All entry blanks, forms devices and materials, as well as all the information contained on or within, gathered during the course of entry, shall become the sole property of the station to be used, disposed of or destroyed at the discretion of the station.

19. All entrants and winners agree that the station may broadcast or publish their name, city of residence, photo, video tape, film or any other likeness, including their voice, recorded or live, for any reason the station deems necessary without compensation. All entrants further agree to hold the station blameless and without liability for such publication, broadcast or use.

20. The station reserves the right to change the rules of any contest, at any time, should it deem such a change as necessary.

21. The station reserves the right to end a contest at any time without any advanced notice to the public

22. The station reserves the right to limit the number of times an individual may enter a contest or drawing.

23. Violations of any of these rules or attempts to win any contest by fraud, deception, or cheating shall be grounds for the station to disqualify that individual from participating in all current and future contests and events at the sole discretion of the station, as well as forfeiture of any prize or prizes won by fraudulent means.

24. A winners list may be obtained by sending a self-addressed stamped envelope to Big Spring Fix-Up– Winner List at the following address;

- 86 Porter Road, Malone, NY 12953