

WIIY-FM (98ROCK)
Scott & Kirk's Cinco de Mayo Bus Tour Sweepstakes
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:

Scott & Kirk's Cinco de Mayo Sweepstakes ("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 fifteen (15) days (from the first day of the Sweepstakes Period of this Sweepstakes) are not eligible. Employees of **98ROCK** and members of their immediate families, Hearst Stations 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. A text messaging two-way capable handset and digital service is necessary for one (1) of the ways to enter, as well as knowledge of the day's keyword.

3. HOW TO ENTER:

The Sweepstakes will begin at **5:00 a.m. EST on April 11, 2022** and end at **7:00 p.m. EST on April 15, 2022** ("Sweepstakes Period"). All times in these rules refer to **Eastern Standard Time**.

On each weekday of the Sweepstakes Period, April 11, 2022 through June 17, 2022, between two (2) "Cues to Call" or "Cues to Text" will be announced on 98ROCK during one or more 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.; Kirk + Marianne's The Boom Boom Room (including breaks) between 2:00 p.m. and 7:00 p.m. (the "Programming"), for a total of ten (10) "cues". In addition, listeners can visit www.98online.com/contests for a chance to enter. Please note: no cues to call or text will occur during the airing of Orioles games.

Listeners must listen for the “Cue to Call or Text,” because knowledge of the “Cue” is necessary in order to submit an eligible entry (and, in some cases, a keyword). All entries must be received during each respective Entry Day, which starts every weekday during the Sweepstakes Period at **5:00 a.m.** and ends that evening at 7:00 p.m. (each an “Entry Day”). Additionally, each “cue” will have its own deadline to enter as stated by the on-air personality at the time of each chance to win.

There are three ways to enter (however, each given cue will specify only one method):

On-Air Call to Win: Listen to 98Rock during the Sweepstakes Period for the cue to call. Call (410) 338-1098 and either answer the Question asked by the on-air personality or be the “X” number caller, as decided by the on air personality, to become a Finalist.

Text to Win: Listen to 98ROCK during the Sweepstakes Period 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 per day using this Entry Method.

To enter, go to 98online.com/contests and complete an online entry form according to the on-line instructions. All entries must be received during the Entry Period. Limit one entry per person.

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 “Cue to to Call or Text”, Sponsor will randomly select one (1) entrant from all entries received by that day’s “Cue” deadline and, if eligible, that entrant will be the Daily Prize Winner. Alternatively, in the event the Cue involves being the “X”-numbered caller, or the first to respond with the correct keyword, one (1) entrant will be chosen who fulfills the given requirement.

Potential winners will be notified by phone on the day of each drawing. Winner must respond to such notification, by answering the phone call made by the on-air personality 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:

Twelve (12) Daily Prize Winners will each receive:

- Two (2) tickets to Scott & Kirk's Cinco de May Bust Tour on May 5, 2022. Prize includes transportation from Stop #1 to three additional locations and back to Stop #1; select food and beverage at each location; select giveaways provided by (Dos Equis (Heineken USA.)
Trip details are as follows:

Locations and Schedule

5p - 6p 1st Stop: Little Havana - 1325 Key Hwy Baltimore Md 21230

6 - 630 board bus/travel time/depart bus and get situated

6:30p - 7:30p - 2nd Stop: The Chasseur – 3328 Foster Avenue Baltimore Md 21224

7:30 - 8p board bus/travel time/depart bus and get situated

8p - 9p - 3rd Stop: Raw & Refined – 2723 Lighthouse Point E. Baltimore Md. 21224

9p - 9:30p board bus/travel time/depart bus and get situated

9:30p - 10:30p - 4th Stop: The Horse You Came in On - 1626 Thames Street Baltimore Md 21231

10:30p - board bus and return to first location

ARV of prize: Priceless

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 respective Prize Winners. In the event the game chosen by the Daily Prize Winner is canceled or postponed for any reason, Sponsor shall have no further prize obligation to Daily Prize Winner.

To claim prize, Winners 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 Winners. 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 on the respective Entry Day. Alternatively, odds of winning depend on being the "X"-numbered caller or the first to respond with the correct keyword.

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 alternation 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 April 15, 2022 to Scott & Kirk's Cinco de Mayo Bus Trip Sweepstakes 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 Scott & Kirk's Cinco de Mayo Bus Trip Sweepstakes Winners, 98ROCK 3800 Hooper Ave. Baltimore, MD 21211.

12. SPONSOR(S):

98ROCK, 3800 Hooper Ave, Baltimore, MD 21211

Heineken USA (Alliance Activation) 5665