

WIIY-FM 98ROCK
2023 Louder Than Life 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 2023 Louder Than Life Giveaway (the “Sweepstakes”) is offered only to legal U.S. residents 21 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 (as of the start date of this Sweepstakes) are not eligible. Employees of **98ROCK** and members of their immediate families, Hearst Television Inc., Danny Wimmer Presents, (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. A digital, QR code-reading handset with digital service is necessary to enter.

3. HOW TO ENTER:

There are several Entry Periods (“EP”s) taking place throughout the course of the Sweepstakes. EPs are listed in the below table, along with applicable daily time ranges. All times in these rules refer to Eastern Daylight Time (EDT).

<u>EP #</u>	<u>Date</u>	<u>Per Day Time Range</u>	<u>Entry Method</u>
1	5/26/2023	5:30 am – 10 am	On-Site Event Mother’s North 2450 Broad Ave, Timonium, MD 21093 Enter to win QR Code
2	6/16/2023	5:30 am – 10 am	On-Site Event The Stables 452 E Main St, Westminster, MD 21157 Enter to win QR Code

3	6/30/2023	5:30 am – 10 am	On-Site Event Jones Junction 1508 Belair Rd #2000, Bel Air, MD 21014 Enter to win QR Code
4	7/14/2023	5:30 am – 10 am	On-Site Event Tiki Lees Dock Bar 4309 Shore Rd, Sparrows Point, MD 21219 Enter to win QR Code

Visit the locations listed above (all are morning broadcasts of 98Rock at the given location) at the times provided and look for the QR Code display. Scan the code using your digital handset 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 each “Per Day” Time Range (each EP). Limit one entry per person per EP.

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:

One (1) Winner will be selected through a random drawing from all eligible entries received over the four (4) EPs. The drawing will take place on or about July 15, 2023

Potential Winner(s) will be notified either by email on the day of 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 ten (10) 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 ten (10) 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 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:

One (1) Winner will receive (for Winner and one (1) guest, who must be 21 or older at the time of travel):

- Two (2) weekend passes to see the Louder Than Life festival. September 21, 22, 23 and 24, 2023. Highland Festival Ground, 1016 Phillips Lane, Louisville, KY. <https://louderthanlifefestival.com/festival-info/>
- Four (4) night hotel stay, September 20, 21, 22, 23 with check-out on 9/24/23.
- Two (2) roundtrip flights to festival, from Baltimore-Washington International Airport to Louisville International Airport. Departure 9/20/23. Return 9/24/23.

Choice of hotel is made at Sponsor's sole discretion. Winner and guest must be available for the flight itinerary on the above travel dates, choice of which is made at Sponsor's sole discretion. In the event Winner and Guest cannot travel on the proposed dates and times, prize will be forfeit, and another Winner will be chosen in Winner's stead from all remaining eligible entries. Transportation to and from both airports and to and from hotel and festival are responsibility of Winner and Guest, as well as all food and living expenses. Winner and Guest must possess valid travel documents at the time of travel, or forfeit prize. Once the itinerary is fixed, trip cannot be changed, or prize will be forfeit. Winner and Guest must use all aspects of the prize on the dates specified above. Components of the prize may not be transferred.

Approximate Retail Value ("ARV") of Prize: \$ 3,620: ARV may vary depending on the cost of airfare and hotel at the time of booking. Winner will only be responsible for taxes on the final ARV that is the total of airfare, hotel and Festival Passes.

All charges, fees, and costs not specifically included in the prize descriptions above, including but not limited to personal incidental items, transportation, food, living expenses, taxes, souvenirs and gratuities, are the responsibility of the Prize Winner and their Guest.

To claim prize, Winner must provide a valid driver's license or state identification card, and Winner and Guest must fill out all prize paperwork, by 5:00 pm on June 26, 2023. 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 Winning depend on the number of eligible entries received during all four EPs.

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 7/14/2023 to 98ROCK Promotions, 2023 Louder Than Life 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 Winner name, send a self-addressed stamped envelope within 60 days of the conclusion of the Sweepstakes to 98ROCK Promotions, 2023 Louder Than Life Giveaway Winner List, at the address listed above.

12. SPONSOR(S):

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

**Danny Wimmer Presents
11351 Santa Monica Blvd | Suite 300
Los Angeles, CA 90025**