

98ROCK & 98Online.com
Kirk & Marianne’s Haunted Homes and Gardens 2023
Official Rules

1. GENERAL:

No purchase necessary. Void where prohibited or restricted by law. This Contest is governed by all applicable federal, state, and local regulations. The **Kirk & Marianne Haunted Homes and Gardens** (“Contest”) is sponsored by **98Rock**.

2. ELIGIBILITY:

Contest is offered only to legal U.S. residents **18** years of age or older at the time of entry. Internet access is required in order to enter. Limit one Winner per household. The term “immediate family” refers to parents, children, siblings, spouses, and in-laws, whether residing in the same household or not. Prize is non-transferable by winner. Contest is offered only to **Greater Baltimore** residents who reside within 20 miles of Baltimore Designated Market Area (“DMA”) as determined by Nielsen Media Research Services. Employees of **98Rock**, Hearst Television Inc., Hearst Corporation, Woobox, their parent, subsidiary, and affiliated companies, and their advertising or promotional agencies (collectively, the “Contest Entities”), and the immediate families or members of the same households of such individuals are not eligible. No groups, clubs, or organizations may participate in this Contest or reproduce or distribute any portion of these 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. Sponsor reserves the right to disqualify any entrant if these Contest Rules are not followed.

3. HOW TO ENTER:

By entering, you agree to comply with all applicable law and these Contest Rules, and you agree to abide by all decisions of the Sponsor. The Contest Entry Period begins at 2:00 pm on October 10, 2023 and ends at 11:59 pm on October 27th (“Entry Period”). All times in these rules refer to Eastern Standard Time

All dates and times are subject to change in the event of human error or technical issues affecting the Sponsor, the entry process, or relevant on-air programming or in the event of breaking news, weather, or live event that merits, in [Station’s] sole discretion, the preemption of the scheduled programming, including the Contest, display of Photo Submissions, announcement of winners, or that is of greater public importance, in the Sponsor’s sole discretion, than the timely or precise execution of the Contest. In the event of any such event, condition, or programming change or preemption, Sponsor reserves the right, in its sole discretion, to delay,

reschedule, or omit the presentation of Photo Submissions, winner announcements, and/or other aspects of the Contest on or from the particular day(s) affected.

To enter, go to www.98online.com/contests , and follow the instructions to upload your **Haunted Homes and Gardens** video during the Contest Entry Period. Eligible Photo Submissions will be displayed, in Sponsor's sole discretion, on www.98online.com. To constitute an eligible Video Submission, the Video submission must meet the following criteria: (1) Video must be of your Halloween decorated home. (2) You may only contribute a video that you have taken yourself or that you have all rights to transmit and license and which do not violate trademark, copyright, privacy or any other rights of any other person. (3) By entering, you grant permission to and for the Contest Entities to receive and display the video. (4) You warrant that you have permission from any and all other persons appearing in your video for you to make the submission and grant the rights described herein. (5) You may not contribute a video that contains expressions of hate, abuse, offensive images or conduct, obscenity or pornography or any material that could give rise to any civil or criminal liability under applicable law or regulations. (6) You may not upload any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or www.98online.com or any other website. (7) By uploading a video, (a) you grant to **98Rock** and Contest Entities a perpetual, non-exclusive, worldwide, royalty-free license to use, copy, print, display, reproduce, modify, publish, post, transmit and distribute the video and any material included in such video on the Internet, on television, and in, on, or through all other media; and (b) you certify that any and all persons pictured in the submitted video (and, for any child and any other minors, his/her/their parent/guardian) authorize Contest Entities to use, copy, print, display, reproduce, modify, publish, post, transmit and distribute ("Use") the video and any material included in such photo on the Internet, on television, and in, on, or through all other media worldwide and in perpetuity; and (c) you agree to indemnify www.98online.com and Contest Entities and their affiliates, directors, officers and employees and hold them harmless from any and all claims and expenses, including attorneys' fees, arising from Use of the video and/or your failure to comply with these rules. Limit one (1) entry per person during the Entry Period. Entries in excess of the stated limit will be rejected or disqualified and are not eligible entries. All entries must be received during the Entry Period.

Sponsor will not verify receipt of entries. Entries (including Video Submissions) 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 and detected as such are void. In the event of a dispute, electronic and e-mail 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.

4. HOW TO WIN:

On October 30th, 2022, Sponsor will select a total of **one (1)** Winner on the basis of which submission, in Sponsor's judgment, best represents a **Halloween Haunted Home and or Garden** video. Winner will be selected by a panel of **98Rock** employees who will evaluate and compare the video Submissions. Decisions of the Sponsor are final.

Potential Winner will be notified either by phone, email, and/or mail, on the final day of judging. Winner must respond to such notification, by calling the Contest coordinator provided in the notification, within **two (2)** 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 selected based on the next highest vote tally, 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 **one (1)** day 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 **one (1)** day 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 Contest constitutes each entrant's consent to Contest Entities 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, and all submitted materials (including video submission), each in perpetuity without further compensation, credit or right of review or approval.

6. PRIZES:

One (1) Winner will receive: Two (2) Muse Masks, Two (2) Metallica Hellfire Club T-Shirts, A Signed Ghost Vinyl, two tickets (2) to see Dirty Honey at Rams Head Live on November 3rd.

Approximate Retail Value (“ARV”) of each Prize: \$100¹

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 Winner(s) and their guests.

To claim prize, Winner 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 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 OF WINNING:

Because selection of Winner does not depend upon chance, there are no “odds” of winning. Instead, winner is selected as described above.

- 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 Contest 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 Contest. **WINNER AND ENTRANTS AGREE, EXCEPT WHERE PROHIBITED BY LAW, TO RELEASE AND DISCHARGE, HOLD HARMLESS AND INDEMNIFY THE CONTEST ENTITIES, AND ALL OTHERS ASSOCIATED WITH THE DEVELOPMENT AND EXECUTION OF THIS CONTEST, 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 PROPERTY DAMAGE, 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 CONTEST-RELATED OR PRIZE-RELATED ACTIVITY.** Sponsor is not responsible for any printing, typographical, mechanical or other error in the printing of the offer, administration of the Contest or in the announcement of the
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Prize. Winner's guest(s), if applicable, may be required to 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 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 Winners.

9. DISCLAIMER/INTERNET:

If for any reason, the Contest is not capable of running as planned for any reason, including infection by computer virus, bugs, tampering, and unauthorized intervention, fraud, human error, 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 Contest, 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 Contest. Sponsor reserves the right to select winners from eligible entries received as of any termination date. Sponsor may prohibit an entrant from participating in the Contest if it determines that said entrant is attempting to undermine the legitimate operation of the Contest 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 website or undermine the legitimate operation of the Contest 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 Contest 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, hardware, 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 Contest. SPONSOR MAKES NO WARRANTY, GUARANTEE, OR REPRESENTATION OF ANY KIND CONCERNING ANY PRIZE, AND SPONSORS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS, AND ANY OTHER IMPLIED WARRANTY.

10. ARBITRATION/CHOICE OF LAW:

Entrants agree that any and all disputes, claims and causes of action arising out of or connected with this contest 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 contest, 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 Contest 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. Arbitration in New York County, New York shall be the exclusive forum and venue for any dispute relating to these Rules and for this Contest. New York County shall be the exclusive forum for any dispute relating to these Official Rules and/or this Contest. All participants and winners agree, by their participation in the Contest, to submit to the 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** or send a self-addressed stamped envelope for receipt by October 25th, 2022, to **Kirk & Marianne Haunted Homes and Gardens Rules**, 98Rock 3800 Hooper Ave, Baltimore, MD 21211. Official rules supersede all other published editions. Sponsor reserves the right to change, alter, or amend these Contest rules as necessary, in its sole discretion, to ensure the fair administration of the Contest or to comply with applicable law. To receive a list of winner's names, send a SASE within 60 days of the conclusion of the Contest to **98Rock Kirk & Marianne Haunted Homes and Gardens 2023 Winner's List**, at the address listed above.

12. SPONSOR(S):

**98Rock
3800 Hooper Ave
Baltimore, MD 21211**