

98ROCK / 98online.com
98 Rock Casting Call Contest
Official Rules

ENTRY PERIOD BEGINS 8/29/2024 AT 12:01 AM. AND ENDS 9/12/2024 AT 11:59 PM. ENTER ONLY AT 98ONLINE.COM. 6 WINNER(S) WILL BE SELECTED BY JUDGES ON THE BASIS OF THE ENTRY THAT BEST REPRESENTS ONE (1) OF EACH OF THE FOLLOWING SIX (6) 98 ROCK STAFF MEMBERS: JOSH SPIEGEL, JUSTIN SCHLEGEL, SCOTT REARDON, AMELIA RYERSE, KIRK MCEWEN AND MARIANNE SIERK. WINNER WILL BE SELECTED BY A PANEL OF 98ROCK EMPLOYEES WHO WILL EVALUATE AND COMPARE THE PHOTO AND VIDEO SUBMISSIONS. THE JUDGING WILL BE BASED 50% ON THE LOOK AND SOUND OF THE ENTRANT AND HOW CLOSELY IT MATCHES THE ON-AIR STAFF MEMBER, 30% ON THE ACTING ABILITY OF THE ENTRANT AND 20% ON THE CREATIVITY OF THE SUBMISSION ON 9/13/2024. DECISIONS OF THE JUDGES WILL BE FINAL. NO PURCHASE NECESSARY. CONTEST OFFERED TO LEGAL U.S. RESIDENTS 21 YEARS OLD OR OLDER WHO LIVE IN THE BALTIMORE DMA. INTERNET ACCESS IS NECESSARY TO ENTER. LIMIT ONE ENTRY PER PERSON. EMPLOYEES OF ENTITIES ASSOCIATED WITH THE CONTEST AND THEIR HOUSEHOLD & FAMILY MEMBERS INELIGIBLE. DISPUTES SUBJECT TO ARBITRATION IN NY. WINNER MUST RESPOND, CLAIM PRIZE, SIGN RELEASES & THE CONTEST FORMS AT THE 98 ROCK STUDIO BY ON 9/20/2024. EACH PRIZE: FOUR (4) TICKETS TO THE TRIFECTA FOOD TRUCK AND MUSIC FESTIVAL, SATURDAY SEPTEMBER 21, 2024 AT THE MARYLAND STATE FAIRGROUNDS, 2200 YORK RD, TIMONIUM, MD 21093. ARV OF EACH PRIZE: \$200 COMPLETE RULES AVAILABLE AT <https://www.98online.com/casting-call-for-98-rock-the-movie-submit-now/>

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:

98 Rock Casting Call Contest (the “Contest”) 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. Contest is offered only to residents who reside within the Baltimore Designated Market Area (“DMA”) as determined by Nielsen Media Research Services. Members of SAG-AFTRA are not eligible to enter the Contest. Winners of a contest or sweepstakes hosted or sponsored by 98ROCK or its affiliates within the past calendar year (as of the start date of this Contest) are not eligible. Employees of 98ROCK and members of their immediate families, Hearst Stations Inc., Trifecta Food Truck and Music Festival/24-7 Entertainment, (Together, “Sponsor”), Hearst Corporation, Woobox, and each of their affiliates, representatives, and agents, and their directors and employees (collectively, “Contest 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 Contest 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. Internet access is necessary to enter.

3. HOW TO ENTER:

The Contest entry period begins at 12:01am on Thursday, August 29th, 2024 and ends at 11:59pm on Thursday, September 12, 2024 (“Entry Period”). All times in these rules refer to EDT.

To enter, go to www.98online.com/casting-call-for-98-rock-the-movie-submit-now/ and complete an online entry form and follow the instructions to upload a video during the Contest Entry Period describing and/or demonstrating how and why you look or sound like a 98 Rock staff member and why you should be cast in a mock movie trailer. **Imitations must be of one of the following 98 Rock staff members: Josh Spiegel, Justin Schlegel, Scott Reardon, Amelia Ryerse, Kirk McEwen and Marianne Sierk. Eligible Video Submissions must be under two (2) minutes in length.** Eligible Video 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 you. (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, are defamatory, 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 video 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 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:

On September 13, 2024, Sponsor will choose a total of six (6) Winners on the basis of which submissions, in Sponsor's sole judgment, best represents one (1) of each of the following six (6) 98 Rock staff members: Josh Spiegel, Justin Schlegel, Scott Reardon, Amelia Ryerse, Kirk McEwen and Marianne Sierk. Winner will be selected by a panel of 98Rock employees who will evaluate and compare the photo and video Submissions. The judging will be based 50% on the look and sound of the Entrant and how closely it matches the on-air staff member, 30% on the acting ability of the entrant and 20% on the creativity of the submission. Decisions of the Sponsor are final.

Potential Winner will be notified by email on the day of selection. Winner must respond to such notification, by calling the Contest coordinator provided in the notification, within twelve (12) 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 chosen based on the criteria above 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 three (3) 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 three (3) 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 Contest 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:

Six (6) Winners will each receive: four (4) tickets to the Trifecta Food Truck and Music Festival, Saturday September 21, 2024 at the Maryland State Fairgrounds, 2200 York Rd, Timonium, MD 21093.

Winners may also be offered the chance to be featured in a video produced by 98 Rock to run on WBAL-TV 11. This offer would be based on Sponsor's sole discretion and may not include all six (6) Winners. (In the event of said potential video production, Winner would be required to sign additional paperwork including a video release in order to participate.)

Approximate Retail Value ("ARV") of each Prize: \$200

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 and their guests. In the event the festival is cancelled or postponed for any reason, Sponsor shall have no further prize obligation to Winner.

To claim prize, Winner must provide a valid driver's license or state identification card and complete all prize paperwork at 98ROCK by 5:00 pm on 9/16/24. 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:

There are no odds of winning because Winner is chosen by a panel of judges based on the criteria listed in Section 4.

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. WINNERS 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 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 Contest 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 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 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 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 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 Contest. 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 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. 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 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, www.98online.com/casting-call-for-98-rock-the-movie-submit-now/ or send a self-addressed stamped envelope for receipt by September 12, 2024, to: 98 Rock Casting Call Contest Rules, c/o 98ROCK Promotions, 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 Contest 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 Contest to 98ROCK Promotions 98 98 Rock Casting Call Contest Winners List, at the address listed above.

12. SPONSOR(S):

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

**Trifecta Food Truck and Music Festival/24-7 Entertainment
703 Highwood Drive, Suite B
Baltimore, MD 21212**