## Q103.1 [WQNU] "SOMETHIN' BOUT A TRUCK" CONTEST OFFICIAL RULES

A complete copy of these rules can be obtained at the offices of radio station Q103.1 (WQNU), owned and operated by SummitMedia Corp or one of its subsidiary companies, 612 S. 4<sup>th</sup> Street Louisville, KY 40202, during normal business hours Monday through Friday or by sending a self-addressed, stamped envelope to the above address.

The Station will conduct the Q103.1 (WQNU) "SOMETHIN' BOUT A TRUCK" Contest substantially as described in these rules, and by participating, each participant agrees as follows:

- 1. NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED. ALL FEDERAL, STATE, AND LOCAL REGULATIONS APPLY.
  - Eligibility. This Contest is open only to legal U.S. residents, age eighteen (18) years or older at the time of entry with a valid Social Security number and who reside in the Station's Designated Market Area ("DMA") as defined by Nielsen Audio, who have not won a prize from the Station in the last 30 days or a prize valued at \$500 or more in the last 180 days, and whose immediate family members or household members have not won a prize from the Station in the last 30 days or a prize valued at \$500 or more in the last 180 days. Listeners are only eligible to make one guess per person for the entirety of the contest. Void where prohibited by law. Employees of SummitMedia Corp, First Savings Bank, Mac's Hideaway, Coyle Automotive, The Belle of Louisville, Interactive Promotions Group, their respective parent companies, affiliates, related entities and subsidiaries, promotional sponsors, prize providers, advertising agencies, other radio stations serving the Station's DMA, and the immediate family members and household members of all such employees are not eligible to participate. The term "immediate family members" includes spouses, parents and step-parents, siblings and step-siblings, and children and stepchildren. The term "household members" refers to people who share the same residence at least three (3) months out of the year. The Contest is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Station's decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 2. Contest Period. The Contest entry period will begin at 12:01a.m., ET on 4/26/2021 and will run through 11:59 p.m., ET on 7/2/2021. The Station's computer is the official time keeping device for this Contest.
- 3. **How to Enter.** There are three ways to become eligible to roll the dice:
  - On-Air- Each weekday, listeners will be told to "Count The Country". When they are told to stop, the first caller who can tell us the correct amount of songs played with win (2) sightseeing tickets on the Belle of Louisville. This contest will run (4) times each week and (4) people will win. Each of those winners will then get the chance to roll the dice (1) time at Mac's Hideaway on the Friday ending the week that they won the contest. If the listener is unable to attend the dice roll at Mac's Hideaway on their designated day, they will forfeit their dice roll.
  - Q103.1 App. Listeners will be directed to download the Q103.1 App. On the App, Q103.1 will have a form where listeners can enter to win. Each week, (2) winners will be chosen from the app. Each of those winners will win (2) Sight Seeing passes on the Belle of Louisville and they will get the chance to roll the dice (1) time at Mac's Hideaway on the Friday ending the week that they won the contest.
  - On-Site- Listeners will be directed to Mac's Hideaway each Friday from 3pm-6:30pm during the contest period. During this time, they will be able to register to win. Each week, (4) winners will be chosen from the on-site. Each of those winners will win (2) Sight Seeing passes on the Belle of Louisville and they will get the chance to roll the dice (1) time that night. Winners must be presents to accept prize at the time of drawing. Drawing will take place at 6:30pm each Friday during the contest period.

By submitting a Contest entry, entrants acknowledge reading, accepting, and agreeing to all terms and conditions set forth in these Official Rules

- 4. Winner Selection. For the purpose of this contest, a maximum of 103 contestant(s) will be given the opportunity to roll 6 dice provided by IP Group. When rolled, each die must come to rest a minimum of four (4) feet from where the roll throw was initiated and make a minimum of two (2) complete rotations prior to coming to rest. Any die that is stacked or leaning in any fashion or that falls off of the rolling surface will void the roll/throw and the contestant will be allowed a replacement roll/throw of all of the dice. The \$52,000.00 grand prize will be awarded to the promotion contestant who successfully rolls/throws each die with the skyward side showing the truck on all (6) dice. There may be no more than 103 total dice rolls. Contestant(s) shall not be permitted any practice, warm up, or qualifying rolls/throws, at any time after his/her notification of participation in the promotion until the actual prize roll/throw. No one contestant may be selected to participate on more than one (1) occasion.
- 5. Verification of Potential Winner. THE ELIGIBILITY OF ALL POTENTIAL CONTEST WINNERS IS SUBJECT TO VERIFICATION BY THE STATION WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. The potential winner must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. The potential winner may be notified by email and/or telephone call after the date of winner determination. The potential winner will be required to sign and return to Station, within three (3) days of the date notice is sent, an affidavit of eligibility and a liability/publicity release (except where prohibited) in order to claim his/her prize, if applicable. A winner who returns the affidavit of eligibility and liability/publicity release will be deemed to have accepted the contest prize and thereafter will not be permitted to rescind their acceptance of the prize and/or return the prize. If a potential winner cannot be contacted, fails to sign and return the affidavit of eligibility and/or the liability/publicity release within the required time period, or if the prize or prize notification is returned as undeliverable, potential winner forfeits prize. In the event that the potential winner of a prize is disqualified for any reason, the prize will not be awarded to another winner.
- 6. Prize. Each contestant will automatically win (2) Sight Seeing Passes on the Belle of Louisville. One (1) Grand Prize will be awarded in this contest ONLY in the event that a contestant successfully rolls/throws each die with the skyward side showing the truck on all (6) dice. The Grand Prize of \$52,000 will be awarded to the contestant by Interactive Promotions Groups. Winner is responsible for any costs or expenses that exceed the value of each prize contained herein. Winner is responsible for all taxes associated with prize receipt and/or use. Odds of winning the Grand Prize depend on a number of factors. The Grand Prize Must be Accepted in its entirety (no portion may be bifurcated). Individual prize elements, and the Grand Prize Package as a whole, are non-transferable.

There is no substitution, transfer, or cash equivalent for prizes, except that the Station may, at its sole discretion and to the extent permitted by law, substitute prizes of comparable value or cash. The prizes are expressly limited to the item(s) listed above and do not include taxes, gratuities or any other expenses. Any tickets and/or gift certificates/cards awarded as part of a prize will be subject to the terms and conditions set forth by the issuer and are valid only on the date(s) printed on the tickets or gift certificates/cards. Other restrictions may apply.

- 7. Entry Conditions and Release. By entering the contest, each participant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Station, which are binding and final in all matters relating to this Contest; (b) release and hold harmless Q103.1 (WQNU), First Savings Bank, Mac's Hideaway, Coyle Automotive, The Belle Of Louisville, Interactive Promotions Group, and their respective subsidiaries, related and affiliated companies, participating sponsors, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest, and each of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Contest, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorneys' fees) arising out of or relating to an entrant's participation in the Contest and/or entrant's acceptance, use, non-use or misuse of the prize.
- 8. **Publicity.** Except where prohibited, participation in the Contest constitutes winner's consent to use by the Station, First Savings Bank, Mac's Hideaway, Coyle Automotive, The Belle Of Louisville, Interactive Promotions Group, and their respective agents, of winner's name, likeness, photograph, voice, opinions and/or biographical information (including hometown and state) for promotional purposes in any media, worldwide, without further payment or consideration, unless otherwise prohibited by law. The winner may be required to sign a separate publicity waiver and/or release, where allowed by law, upon collecting the prize.
- 9. Taxes. 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. All those who win a prize or prizes valued \$600 or more in any given year will be issued an IRS Form 1099 to report their winnings.
- 10. General Conditions. Station reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any other factor beyond Station's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Station in its sole discretion. Station reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or acting in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Station reserves the right to seek damages from any such person to the fullest extent permitted by law. Station's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
- 11. Consumer Created Content. As the entry for the Contest includes creative content from the participant by submitting an entry: (1) participant agrees that participant's disclosure is gratuitous, unsolicited, and without restriction and will not place Station or its Contest partners under any fiduciary or other obligation, that Station is free to disclose the ideas on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to participant; (2) participant acknowledge that, by acceptance of participant's submission, Station and its contest sponsors do not waive any rights to use similar or related ideas previously known to Station or its partners, or developed by their employees, or obtained from sources other than participant; (3) participant verifies, represents, and warrants that participant is the owner and producer of the submitted material and that no third party ownership rights exist to any material submitted, or, to the extent that any third party ownership rights exist, participant has obtained all necessary licenses and/or clearances to use such third party content, and (4) participant hereby grants

Station, First Savings Banks, and Interactive Promotions Group a perpetual, worldwide, nonexclusive, royalty-free, sub-licensable (through multiple tiers) right and license to use, publish, reproduce, display, perform, adapt, modify, distribute, and promote such content in any form, in all media now known or hereinafter created, anywhere in the world, for any purpose, and to further execute any documents required to formalize or document the rights granted herein.

- 12. Limitations of Liability. The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Station, entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use, non-use or misuse of any prize. No more than the stated number of prizes will be awarded.
- Disputes. Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or 13. connected with this Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (ii) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate state court located in the Station's listening area; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (iv) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO PARTICIPANT. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Station in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the state in which the Station is located, without giving effect to any choice of law or conflict of law rules (whether of the state in which the Station is located or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state in which the Station is located.
- 14. **Entrant's Personal Information.** Information collected from entrants is subject to Station's Privacy Policy, which is available on the Station's website under the "Privacy Policy" link. To the extent the Contest involves use of a 3<sup>rd</sup> party website, application or platform, individuals should be aware that the third party's privacy policy may apply as well. Neither Station, First Savings Bank, or Interactive Promotions Group claim any responsibility for the actions of any such third party in the collection or use of participant information. All entry blanks, forms, devices, and materials gathered during the course of entry, as well as all information contained therein, shall become the sole property of Station to be used, disposed of or destroyed in its sole discretion. Station is not responsible for any incorrect or inaccurate information entered by website users, and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to Station's website.
- 15. **Construction**. The invalidity or enforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision were not contained therein.

16. Contest Results. A winners list may be obtained within thirty (30) days after the Contest Period expires by sending a self-addressed stamped envelope to the Station identified below.

## **CONTEST SPONSORS:**

SummitMedia Corp
First Savings Bank
Interactive Promotions Group
Mac's Hideaway
Coyle Automotive
Belle of Louisville