

**Mid-West Family South Bend
General Promotion Rules for All Stations**

No Purchase Necessary To Enter Or Win

A Purchase Will NOT Increase Your Chance of Winning

Void Where Prohibited

These are the rules {"*General Rules*"}) applicable to all contests {"*Promotions*"}) sponsored or promoted by the radio broadcast stations {individually, a "*Station*;" collectively, the "*Stations*"}) that are owned and operated by MID-WEST FAMILY. Any questions regarding this General Rules or the rules specific to any Promotions should be directed to the Stations at the phone numbers list ed. Rules that are specific to Promotions running on MID-WEST FAMILY's "stations {"*Promotion-Specific Rules*"}) may be found on respective attachments to these General Rules. The General Rules and the Promotion-Specific Rules hereafter are collectively are referred to as the "*Official Rules*."

1. **Eligibility:** Unless otherwise indicated in Promotion-Specific Rules, Promotions are open for US legal residents.

1.1. **Age limitations.** Unless otherwise expressly indicated in Promotion-Specific Rules, Promotions are only open to persons who are 18 years of age or older. In the event a minor qualifies and wins a Promotion (as may be permitted by Promotion-Specific Rules), then, in such case, the prize only may be awarded in the name of a parent or legal guardian, and only when specifically approved by MID-WEST FAMILY's management.

1.2. **Patrons are Excluded from Participation.** Promotions are *NOT* open to Station employees, current and previous, subsidiaries or agents, employees of co-sponsoring participants in various Promotions, employee's and co-sponsors' immediate families, employee's and co-sponsors' household members, prior WSBT Radio Group or sponsor employees and all other radio broadcast, television, electronic or print industry employees. (MID-WEST FAMILY, any Station or Stations and the Promotion-participating advertisers hereafter are collectively referred to as "*Patrons*"). Notwithstanding the foregoing, former SML and Station employees will be eligible to participate in Promotions so long as they have not been employed by, or within the employment of, MID-WEST FAMILY or any of the Stations for at least twelve(12) calendar months prior to the commencement of any Promotion.

1.3. **Household limitations.** Only one (1) person per household may qualify a particular contest. In the event that two (2) members of the same household qualify or win, the person qualifying or winning 2nd in time will be disqualified and removed from the contest and his/her prize will be available for another contestant. The term "same household" is defined as living in the same residence.

1.4. *All Laws Are Applicable.* All Promotions are subject to all federal, state and local laws and regulations.

1.5. *No Purchase Necessary.* No Purchase will be necessary to enter or win any Promotion. A purchase will not increase anyone's chance of winning. Promotions are void where prohibited or restricted by law

2. **How to Enter/Compete. No Purchase is Necessary.** Entrants in any Promotion will be required to register with the Promotion-participating "station {the "*Promotion Station*". Depending upon the Promotion-Specific Rules, the registration may be merely by (i) calling the Promotion Station at a designated time; or (ii) being a specifically numbered caller (e.g., the 5th) to the Promotion Station during a designated time period; or (iii) mailing or submitting an entry form to the Promotion "station or a Promotion "station's advertiser; or (iv) registering on-line at the Promotion Station's website, or (v) personally appearing at a Promotion venue or at the Promotion Station. Each Promotion will have an official commencement date and an ending time {the "*End Time*". The period between the commencement date and the End Time shall be referred to as the "*Promotion Period.*" Certain Promotions may require registration by a date certain, and in such cases registration for any such Promotion must be accomplished and all necessary submissions called for by the Promotion-Specific Rules must be fully received by MID-WEST FAMILY by the specifically designated time for the delivery of entry forms (the "*Entry End Time*"). If the completion of a registration-type entry is required for any Promotion, then all entries must be received by the Patrons, as applicable, by the Entry End Time.

3. **Odds of Winning:** Generally the odds of winning any of the Promotions that are based upon chance (e.g., random drawings, rather than skill) will depend on the number of eligible entries received by a participating Station for any specific Promotion. Winning odds that are particular to any specific promotion are set forth in the respective Promotion-Specific Rules.

3.1. *Contests of Skill and/or Popularity/Odds of Winning.* The odds of winning any Promotion that may be based upon one's skill or popularity will depend not only upon the number of contestants participating in the Promotion, but the results of the opinions of the Promotion's judges and/or the number of votes received for any contestants from voters also participating in the Promotion. If the Promotion is one of skill, creativity and/or writing ability, then the winner will be selected by a judge or panel of judges.

3.2. *Judging:* MID-WEST FAMILY, at its discretion, may designate judges for any Promotion based upon the skill of the entrants. In the absence of a specifically-name judge or judges for any Promotion, then MID-WEST FAMILY's Program Director and/or Manager at the Promotion "station will serve as the Promotion's judge(s). For Promotions requiring judges, the judges shall will determine the winner(s). All decisions made by the designated judges are final. By

participating in any Promotion the participants agree to be bound by all Official Rules and the decisions of the judges. Judges and WSBT Radio Group reserve the right to disqualify any entry that, in their sole opinion, refers, depicts or in any way reflects negatively upon WSBT Radio Group, any of MID-WEST FAMILY's sponsors, the Promotion or any other person or entity.

3.3. **Final Decisions.** All decisions of MID-WEST FAMILY are final and binding on all matters relating to the Promotions.

3.4 **General Conditions.** At the sole discretion of the Patrons, all entries are subject to verification.

3.5. **Contests of Skill.** In connection with any Promotion involving a contest of skill (as opposed to chance) that is conducted by any of the Patrons, each contestant represents and warrants that:

3.5.1. **Ownership.** S/he is the sole author, creator and owner of material s/he submits, or has adequately credited, or has full permission to use, copyrighted components, and further that the submitted material(s) {hereafter "*Work Product*") contain(s) no information considered by such contestant's employer, place of business, or any third party to be confidential.

3.5.2. **Document Delivery.** S/he shall execute and deliver to the Patrons, in a prompt and reasonable manner, any and all documents necessary to effectuate the assignment of her/his Work Product, and rights thereto, to the Patrons, as may be applicable.

3.5.3. **No Infringement.** His/her Work Product is original to the contestant, and does not infringe the intellectual property rights or any other legal or moral rights of any third party.

3.5.4. **Assignment of Rights .** S/he irrevocably grants to Patrons and their affiliates, legal representatives, assigns, agents and licensees, without any promise to pay or payment of monetary consideration whatsoever, the worldwide, royalty-free, non-exclusive, sub-licensable, unconditional, perpetual and transferable right and license to copyright (only as applicable), reproduce, encode, store, modify, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, exhibit and/or otherwise use or reuse (without limitation as to when or to the number of times used), the contestant's name, address, image, voice, likeness, statements, biographical material and Work Product, but not limited to, any digital recording and/or performances relating to any of the above items, as well as any additional photographic images, electronic images of any kind, interviews or other materials relating to the contestant and arising out of his/her participation in the Promotion {with or without using the contestant's name} {collectively, the "*Additional Materials*") {in each case, as submitted or as edited/modified in any way, whether by the Patrons, their licensees, or assigns, in the Patrons'

sole discretion) in any media throughout the world for any purpose, without limitation, and without additional review, compensation, or approval from the contestant or any other party.

3.5.5. *Promotional Rights.* S/he irrevocably grants to Patrons the worldwide, royalty-free, non-exclusive, sub-licensable, unconditional, perpetual and transferable right and license to use the Work Product, as well as the Contestant's name, likeness and biographical information, for advertising, promotional or commercial purposes, including without limitation, on or in connection with the Website, the Promotion, or other promotions conducted by the Sponsor, and including without limitation, the right to publicly display, perform, reproduce and distribute the Work Product in any media format or medium and through any media channels, and each such Contestant hereby releases the Patrons from any liability with respect thereto.

3.5.6. *Third-Party Use.* S/he grants to others: (i) the non-exclusive license to access the Work Product through the Patrons' website(s); (ii) the ability for the Patrons' websites' visitors to review, or comment on, or tag the Work Product; (iii) the ability for visitors to the Patrons' websites to send and distribute the Work Product via e-mail or instant messenger or other means of electronic social media interaction; (iv) the ability to access or distribute the Work Product via the Patrons' websites' APIs or via RSS or any similar XML or related feeds; and (v) the non-exclusive license to use, reproduce, distribute, prepare derivative works of and compilations, and display the Work Product as permitted through the functionality of the Patrons' websites and under the Terms of Use for the Patrons' websites.

3.5.7. *Indemnification.* S/he agrees to indemnify and hold the Patrons and their respective affiliates, officers, directors, agents, co-branders or other partners, and any of their employees (collectively, the "*Indemnitees*"), harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees at trial and on appeal) and liabilities (including settlements), brought or asserted by any third party against any of the Indemnitees arising out of or in connection with (a) the Work Product or Additional Materials (including, but not limited to, any and all claims of third parties, whether or not groundless, based on the submission of such other material); (b) any breach by Contestant of any warranty, agreement or representation contained in the Official Rules or terms of use or in any documentation submitted by Contestant; (c) the Contestant's conduct during and in connection with this Promotion, including but not limited to trademark, copyright, or other intellectual property rights, right of publicity, right of privacy or defamation; or (d) the acceptance of any prize.

3.6. *Nature Of Relationship/Waiver Of Equitable Relief.* Each entrant to any Promotion hereby acknowledges and agrees that the relationship between the entrant and the Patrons is not a confidential, fiduciary, or other special relationship, and that the contestant's decision to provide the contestant's Work Product for purposes of a Promotion does not place the Patrons in a position that is any different from the position held by members of the general public with

regard to elements of the contestant's Work Product. Each contestant understands and acknowledges that the Patrons have wide access to ideas, stories, designs, and other literary materials, and that new ideas may be constantly submitted to them or being developed by the Patrons' own employees. Each contestant also acknowledges that many ideas (or stories) may be competitive with, similar or identical to a contestant's Work Product and/or each other in design, theme, idea, plot, format or other respects. Each contestant acknowledges and agrees that/s/he will not be entitled to any compensation as a result of any Patrons' use of any such similar or identical material. Each contestant acknowledges and agrees that the Promoters do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to any Contestant's Work Product respecting, in any manner or context, a Patrons' organized Promotion. Further, each contestant agrees that/s/he shall not bring, nor have a right to, equitable relief of any kind in connection with the Patrons' use of Contestant's Work Product respecting, in any manner or context, this Promotion.

3.7. Tie Vote Procedures. In the event of a tie vote among any two or more entries in any Promotion, then the earliest submitted entry, from among the tied entries, will be declared the Promotion's winner.

4. Prizes: The prizes, their descriptions and estimated retail value are described and set forth in the respective Promotion-Specific Rules. Patrons reserve the right to substitute prizes of equal or greater value. Unless otherwise expressly provided by the Promotion-Specific Rules, prizes may *not* be assigned, transferred, changed, exchanged, substituted or redeemed for cash.

4.1. Travel Prizes: Any travel that may be awarded as a prize or prizes in any Promotion shall include, unless otherwise expressly provided in the Official Rules, round-trip transportation for the winner and, if necessary, hotel accommodations (single or double occupancy, at MID-WEST FAMILY'S discretion). Unless otherwise expressly provided by the Promotion-Specific Rules, in the event a winner is a minor, then a parent or legal guardian of minor (at the personal expense of the parent or legal guardian), will be required to accompany the winner (a minor) on the trip. Any winner (and her/his traveling companion if a companion is permitted by the Promotion-Specific Rules) will be responsible for all incidental expenses while traveling (*e.g.*, meals, insurance, incidentals, gratuities, souvenirs, ground transportation, etc.), except as expressly described in the Official Rules, and for any other expenses not specifically stated in the Official Rules. Any winner and her/his traveling companion (if permitted) will be required to travel together on the same itinerary. Trip value may vary depending on point of departure, fluctuations in transportation fares, and whether parent/legal guardian accompanies a minor on trip. Any difference between stated value and actual value of any Promotion-provided transportation will not be awarded. Travel accommodations and arrangements are at the

discretion of MID-WEST FAMILY. The values stated for any Promotion-related transportation will be based on information supplied MID-WEST FAMILY by third-party vendors within 30 Business Days of the start of a Promotion. For the purpose of the Official Rules, the term "Business Day" or "Business Days" means days on which federally chartered banks in Indianapolis, Indiana, are open for business.

4.2 **Concert Tickets.** When a prize or prizes consist of admission to a concert or ticketed event and such event is postponed, rained out or cancelled, the Patrons shall NOT be responsible for replacing the prize or substituting another prize (whether comparable or not) for it.

4.3 **Prize Mailings.** Certain prizes may be mailed to winners at the discretion of WSBT Radio Group with no prior arrangements or approval. No date-sensitive prizes, weighed prizes or cash value prizes will be mailed. MID-WEST FAMILY shall not be responsible for any items lost in the mail.

4.4. **Time for Prize Pick-up.** Unless otherwise expressly indicated in the Promotion-Specific Rules, any prizes must be picked up at the Promotion Station during regular business hours (8 AM to 5:00 PM Monday through Friday - closed Holidays) within thirty (30) days of the date a winner is announced, or such prize(s) will be forfeited.

5. **How to Claim Prizes- Notification of Winners.** Any winner in a Promotion will be notified by telephone and/or email from the Promotion Station. If a putative winner cannot be contacted, fails to respond to the Station within three (3) days from the date the Station first tries to notify him/her, and/or the prize notification is returned as undeliverable, such potential winner shall forfeit all rights to win the Promotion or receive a prize, and an alternative potential winner may be selected. Upon contacting a potential winner and determining that he/she has met all eligibility requirements of the Promotion, including without limitation the execution and delivery to the Station of all required authorizations, waivers, publicity and liability releases and disclaimers, W-9 tax forms, including an Affidavit of Eligibility (collectively, "Releases"), such individual will be declared as a winner of the Promotion. Failure to timely deliver the required Releases to the Station will result in the disqualification of such putative winner.

5.1. **Proof of Identity.** Valid state identification (e.g. driver's license/ID card) is required to claim any prize or participate in any Promotion. When claiming prizes, putative winners will be required to show proof of identity and may be required to execute and deliver the Releases. Failure to provide valid identification and execute and deliver the Releases within ten (10) Business Days of the announcement and declaration by MID-WEST FAMILY of the winner shall result in winner's disqualification and an alternate winner being selected.

5.2 **True Identity.** Participants must use their true, legal name and address when participating in Promotions or they will be disqualified and prize forfeited.

5.3. **Parents/Legal Guardians.** If a putative winner is under legal age of majority, then the putative winner's parent or legal guardian must sign and deliver the Releases for such underage contestant.

5.4. **Identity Conflicts or Disputes.** In the event of a dispute as to the identity of a contestant, the authorized account holder of the email address or telephone line that is used in connection with the entry will be deemed to be the Promotion's registrant, contestant or participant. The "authorized account holder" is the natural person assigned a telephone number by a telephone company or wireless carrier, or an email address by an Internet access provider, online service provider, Internet service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted address. A contestant may be required to show proof of being the authorized account holder.

6. **Agreement to Official Rules:** Participation in any Promotion constitutes your full and unconditional agreement to and acceptance of these General Rules, the Promotion-Specific Rules, and all decisions of MID-WEST FAMILY, which are final and binding. Participation in any Promotion and winning a prize in any Promotion is contingent upon fulfilling all requirements set forth in these Official Rules.

6.1. **Construction of Official Rules.** The Official Rules cannot be modified or amended in any way except in a written document issued by a duly authorized representative of MID-WEST FAMILY. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The headings of the paragraphs in the Official Rules are for the convenience of reference only, and do not form a part hereof, and in no way define, limit, describe, modify, interpret or construe the meanings of SML, the scope of the Official Rules, or the intent of any paragraph hereof. MID-WEST FAMILY's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. WSBT Radio Group is not responsible for any electronic or typographical error in the printing or reproduction of the Official Rules, administration of any Promotion or the announcement of any the prizes or winners.

6.2. **Copies of Rules.** Copies of these General Rules, as well as any of the Promotion-Specific Rules may be obtained at the Promotion "station's website and offices.

6.3. **Entries Become Mid-West Family's Property.** Unless otherwise specified in the Official Rules, all entries become the sole property of MID-WEST FAMILY and will not be returned or acknowledged.

6.4. **Clarification.** Unless the context of the Official Rules clearly requires otherwise, references to the plural include the singular and to the singular include the plural, references to any gender include any other gender, the part includes the whole, the term "including" is not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in the Official Rules refer to the Official Rules as a whole and not to any particular provision of the Official Rules. Any reference in or to the Official Rules or any ancillary agreements includes any and all permitted alterations, amendments, changes, extensions, modifications, renewals, or supplements thereto or thereof, as applicable.

7. **Promotion Conditions/Restrictions.** Any and all applicable federal, state, and local taxes and all fees and expenses related to acceptance and/or use of the prize not specifically stated in the Official Rules are the sole responsibility of the winners of Promotions. **All winners (you) must pay any expenses in order to participate in the Promotion or use the prizes.** MID-WEST FAMILY will not replace any lost or stolen (a) prize or (b) merchandise acquired with the prize vouchers that may be awarded in connection with any Promotion. MID-WEST FAMILY is not responsible for the winner's use of any prize after it has been delivered to the prize winner. Any entry registration that is altered or tampered with, or accessed through irregular channels or means shall be void. Incomplete, illegible, corrupted, or untimely entries are void and will be disqualified. Each entry must be submitted by the person identified as the entrant.

7.1. **Errors, Malfunctions, Etc. / Fraud / TSMing.** Neither MID-WEST FAMILY, nor any of the "stations, nor any of the "stations' advertisers are not responsible for lost, late, incomplete, damaged, misdirected, or postage-due/mail or entries; or miscommunications, telephone system or equipment failures, telephone line or technical problems, misdialing, or other errors or malfunctions of any kind whatsoever whether, human, mechanical, electrical, electronic or otherwise. **Any attempt by a contestant or any other individual to deliberately damage any website involving the a Promotion or to undermine the legitimate operation of a Promotion is a violation of criminal and/or civil laws and should such an attempt be made, MID-WEST FAMILY reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.**

7.2. **Streaming Delay.** Streaming radio broadcast inherently have a 3 to 30 second delay that is determined by the ISP, bandwidth, overall usage and buffering of an individual's computer. The Patrons are not responsible for delays in the streaming broadcast and any impact they might have on any Promotion.

7.3. **Tax Forms** MID-WEST FAMILY and/or the Patrons will issue a 1099 tax form for all prizes valued at \$600.00 or more, including multiple cash prizes to the same winner adding up to \$600.00 or more over the course of a given year. By claiming prize(s), the winner claiming the

prize agrees to accept the estimate of fair market value placed on prize(s) by MID-WEST FAMILY and/or the Patrons.

8. Disqualification. MID-WEST FAMILY reserves the right to disqualify any contestant at any time as determined in MID-WEST FAMILY's sole discretion, should such person at any stage of any Promotion: (a) fail to comply with the Official Rules; (b) supply any untruthful, inaccurate or misleading personal details and information; (c) refuse or fail to provide proof of identity and/or eligibility if requested by SML at any time; (d) use any means to gain an unfair advantage over any other contestant; (e) engage in unlawful conduct or misconduct, including without limitation, harming or threatening to harm any other contestant, MID-WEST FAMILY, the Patrons' personnel, exercising violent behavior, or potential or actual cheating; or (f) purposely impeding the work of the Patrons, and/or the implementation of any Promotion. *The disqualification of any contestant shall be final and not subject to appeal or review for any reason whatsoever.*

8.1. Inability to Reach Putative Winners: Failure of a putative winner to return or deliver the executed Releases within the time periods specified, or non-compliance with these Official Rules, or inability of the Patrons to notify any winner (including any alternate winner) will result in that person's disqualification and forfeiture of the prize, and an alternate winner will be selected in accordance with the Official Rules. If a potential winner cannot be reached after a reasonable effort has been exerted, if s/he is found to be ineligible, s/he cannot or does not comply with these Official Rules, or if her/his prize notification is returned as undeliverable, such person will be disqualified and an alternate will be selected at the Patrons' sole discretion. No prizes will be awarded until the signed Releases are received by the Patrons. Putative winners will be required to provide the Patrons with her/his telephone number and complete, current, mailing address and Social Security number. No winner will be qualified until her/his entry submission is validated.

9. Termination Provisions. Except as prohibited by law, MID-WEST FAMILY reserves the right to terminate any Promotion in the event of a *force majeure* or other failures or material difficulties. If, for any reason, a Promotion is not capable of running as planned, including tSMLing, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Patrons, which corrupt or affect the operation, administration, security, fairness, integrity, or proper conduct of the Promotion, MID-WEST FAMILY may, in its sole discretion, (i) void any suspect entry or (ii) suspend the Promotion to address the impairment and then resume the Promotion in a manner that best conforms to the spirit of the Official Rules; and (iii) award the prize at random, by a drawing, from among the eligible, non-suspect entries *received up to the time of the impairment*. Except as prohibited by law, MID-WEST FAMILY reserves the right to suspend or modify a Promotion at any time without notice or

obligation. If such modification or suspension occurs, the Patrons will make a commercially reasonable effort to post notice of such on the Promotion "station's website and on-air .

9.1. *Dates, Deadlines, Number of Contestants.* Due to the unique nature and scope of many Promotions conduct by MID-WEST FAMILY, the Promoters reserve the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in the Official Rules. The Patrons are not able to accurately predict the number of entrants that will participate in any Promotion.

10. *Arbitration Provision.* By participating in a Promotion, each Promotion participant agrees that any claim, dispute, or controversy (whether in contract, tort, otherwise) that it may have with, or claims it may have against, MID-WEST FAMILY or the Patrons arising out of, relating to, or connected in any way with the Promotion, the awarding or redemption of the prize(s), or the determination of the scope or applicability of this agreement to arbitrate, shall be resolved exclusively by private, final and binding arbitration administered by the National Arbitration Forum ("*Forum*") and conducted before a sole arbitrator pursuant to the Forum's Code of Procedure. Further, each Promotion participant agrees that : (a) This arbitration agreement is made pursuant to and shall be governed by the Federal Arbitration Act ("*FAA*"), 9 U.S.C. §§ 1-16; (b) the arbitration shall be held in St. Joseph or Marion Counties, State of Indiana, or at such other location as may be mutually agreed by the Promotion participant and MID-WEST FAMILY; (c) the arbitrator's decision shall be controlled by the terms and conditions of the applicable Official Rules and any of the other agreements referenced herein that the applicable Promotion participant may have entered into in connection with the Promotion; (d) the arbitrator shall apply Indiana law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (e) there shall be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only the Promotion participant's and/or Patrons' individual claims and the arbitrator may not consolidate nor join the claims of other persons or parties who may be similarly situated; and (f) the arbitrator shall not have the power to award punitive damages against the Promotion participant or the Patrons. Moreover, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Code of Procedure established by the Forum, the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. For more information on the Forum and/or the Forum's Code of Procedure, please visit its website at www.arb-forum.com or contact the Forum at National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405, 877-655-7755.

11. **Choice of Law.** All issues and questions concerning the construction, validity, interpretation and enforceability of the Official Rules, or the rights and obligations of the parties in connection with any Promotion shall be governed by, and construed in accordance with, the laws of the State of Indiana, without regard to choice of law or conflicts of laws principles under Indiana law.

12. **Releases; Indemnification.** By participating in any Promotion, each contestant releases the Patrons, and each of their parent companies, partners, stockholders, affiliates, subsidiaries, directors, officers, agents, employees, advertising agencies, suppliers, and all others associated with the development and execution of the Promotion from and against any and all liability, claims or actions of any kind whatsoever in connection with the contest's participation, or in the receipt, possession, ownership or use of any prize awarded in connection with the Promotion, or while traveling to or from any Promotion event and/or participating in any prize-related activity with respect to or in any way arising from the Promotion and/or acceptance or use of any prize, including, without limitation, liability for personal injury, damages or loss. **Contestants assume the risk of their participation in any Promotion.**

12.1. **Release of Claims.** Each contestant acknowledges that there is a possibility that, subsequent to his/her involvement with the Promotion and adherence to the Official Rules s/he may discover facts or incur or suffer claims which were unknown or unsuspected at the time agreeing to these Official Rules, and which if known by her/him at that time may have materially affected his/her decision to participate in the Promotion. Such contestants acknowledge and agree that by reason of these Official Rules, and the release contained in the preceding subsections, s/he is assuming any risk of such unknown facts and such unknown and unsuspected claims. Each such contestant acknowledges that s/he has read the Official Rules pertaining to the Promotion.

12.2. **Full Release.** This release shall constitute a full release in accordance with its terms. Such contestants knowingly and voluntarily waive any statute, law, or rule of similar effect, and acknowledge and agree that this waiver is an essential and material term of this release, and without such waivers/he would not have been permitted to participate in the Promotion or compete for or receive a prize. Such contestants acknowledge and understand the significance and consequence of this release and of this specific waiver of such laws.

12.3. **No Warranties by Patrons.** By accepting a prize in any Promotion, the prize winner agrees to hold the Patrons and their respective affiliates, subsidiaries, advertising and promotion agencies, and suppliers involved in this promotion, harmless against any and all claims and liability arising out of use or receipt of prize. The winner assumes all liability for any injury or damage caused, or claimed to be caused, by participation in this Promotion or use or redemption of any prize. All contestants hereby acknowledge that the Patrons have neither

made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to any prize, including express warranties provided exclusively by any prize supplier that may accompany a prize.

13. **Publicity Release/Privacy.** By participating in the Promotion, in addition to any other grants which may be provided for in any other agreement entered into between the Patrons and any contestant in connection with a particular Promotion, each winner irrevocably grants the Patrons and their respective successors, assigns and licensees, the right to use such winner's name, likeness and biographical information, in any and all media for any purpose, including without limitation, advertising and promotional purposes as well as in, on or in connection with the Patrons' websites or the Promotion or other promotions conducted by Patrons, and each such contestant hereby releases the Patrons from any liability with respect t hereto. Except as otherwise stated in the Official Rules, personal information collected in connection with this Promotion will be used in accordance with the privacy policy found on the respective Patrons' websites and with the consent given by each contestant at the time of entry into the Promotion. Any communication or information transmitted by email or otherwise to the Patrons and/or a website is and will be treated as non-confidential and nonproprietary . **If you do not want your personal information used in the manner describe herein, do not enter this contest .**

14. **Further Documentation.** If the Patrons shall desire to secure additional assignments, certificates or other documents as the Patrons may reasonably require in order to effectuate the purposes and intents of the Official Rules and the Promotion, then each contestant agrees to promptly sign and deliver to the Patrons, as may be designated, the same upon the Patrons' request therefor.

15. **Winner's Disclosure.** For the names of the winners, available at the conclusion of the Promotion, visit the Promotion Station to obtain the name of the Promotion Winner after the Promotion has been completed or send a self-addressed, st"Med envelope marked "Winner" to: MID-WEST FAMILY Contest Rules, 1301 East Douglas Road, Mishawaka, IN 46545, or by contacting the Promotion station by no later than six months after the Promotion's designated End Time.

16. **Sponsor.** The administrator and sponsor of the "stations' Promotions is **MID-WEST FAMILY, 1301 East Douglas Road, Mishawaka, Indiana 46545**, and often a cooperating advertiser or advertisers on a Promotion Station. The additional sponsoring parties for any Promotion are identified on the Promotion-Specific Rules for a Promotion.

Radio Broadcast Stations

Owned and Operated by

MID-WEST FAMILY

SOUTH BEND

MID-WEST FAMILY- SOUTH BEND

(WNSN 101.5FM, WZOC 94.3FM, WQLQ 99.9FM, WQLQ-HD3 96.1FM and WSBT960AM)

P.O. BOX 960

South Bend, Indiana

46624

Telephone: 574-233-3141