

## **Martz Communications Group Inc. \$10K Cash Giveaway Rules**

These contest rules are specific to the above-named contest being conducted by certain Martz Communications Group Inc subsidiaries (each an “MCG Company”) and each of their certain participating radio stations (each a “Station”) as indicated in “Attachment A”. Individual Station participation may vary. To the extent that the general contest rules for an individual Station differ from these rules, these rules will govern and control with respect to this Contest. A copy of these specific contest rules is available at each of the Martz Communications Group Inc. during regular business hours and on the Station websites (see Attachment A) as applicable for MCG Company addresses and Station websites).

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST (MESSAGE AND DATA RATES MAY APPLY). A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED BY LAW.**

Who Can Enter:

1. Eligible contestants must be eighteen (18) years of age or older and legal Canadian resident or U.S. residents of one of the fifty (50) United States or the District of Columbia as of the date of entry in the Martz Communications Group Inc. 10K Cash Giveaway (the “Contest”).
2. Employees (including, without limitation, part-time or temporary employees) of the Stations, contest sponsors and their respective parent entities, subsidiaries, affiliated companies and advertising and promotion agencies, and management/tour companies at any time during the applicable contesting period and the immediate family and other household members (i.e., spouses, parents, grandparents, children, grandchildren, roommates, housemates, significant others, partners, siblings (half and full) and the steps of each of the foregoing) of each of the above are NOT eligible to enter and/or to win the Contest.
3. Weekdays only (Monday – Friday; excluding weekends) from Monday, September 9, 2019 through Thursday, October 31, 2019 (each, a “Contest Day”), participating Stations will each announce up to, but not more than, four (4) unique Contest keywords per Contest Day (each such keyword announcement is a “Contest Play”), at such approximate local Station times as follows:

For Stations listed in Attachment A,  
“All Day” Contesting

- 7:00AM
- 10:00AM
- 1:00PM
- 4:00PM

WARNING! Due to delays in the online streaming of the Station's broadcast signal, listeners to the online stream may not be able participate in, or may be disadvantaged if participating in, any Contest that requires potential Entrant(s) to listen to Station. Contest participants should not rely on streamed broadcasts.

a. There will be four (4) unique keywords announced each Contest Day, one (1) unique keyword for each Contest Play, #1 – #4; provided, however, that the keyword for any particular Contest Play, #1 – #4, will be the same keyword announced by all participating Stations for such Contest Play regardless of the time at which such Contest Play is scheduled on such Stations.

b. ALL CONTEST PLAY TIMES ARE APPROXIMATE, AND ALL CONTEST PLAY TIMES ARE LOCAL STATION TIME REGARDLESS OF TIME ZONE.

c. Actual Contest Play times may vary, and individual Stations may first announce a keyword as early as five (5) minutes before, and as late as eight (8) minutes after, a Contest Play time as designated above.

d. Regardless of the actual time(s) at which a participating Station announces a keyword, entries for any particular Contest Play will only be accepted from five (5) minutes prior to the top of any hour at which such Contest Play is scheduled through fifteen (15) minutes after such hour (e.g., from 6:55am – 7:15am) (each, an "Entry Period").

e. Stations may, but are not obligated to, announce a particular keyword more than once; provided, however, the number of times in which any participating Station may announce a keyword may vary by Station and/or by Contest Play.

#### How to Enter & How to Win

4. To enter, listen to a participating Station on any one or more Contest Day and at any one or more of the Contest Play time as applicable for such Station (both as defined in Section 3 above) and through the point at which the Entry Period closes for that Contest Play at fifteen (15) minutes past the hour as applicable, text the announced keyword for that particular Contest Play to the station's text line.

a. LIMIT ONE (1) ENTRY PER PHONE NUMBER PER CONTEST PLAY, FOR A MAXIMUM OF FOUR (4) CONTEST PLAYS PER CONTEST DAY PER PHONE NUMBER, REGARDLESS OF METHOD OF ENTRY. Once a phone number has texted the keyword to the station's text line or has been used to enter via online, that number cannot be used again for entry until the following Contest Play. There is a possibility that a contestant may win more than once in this Contest.

b. As part of the entry process, Entrants may be provided with an opportunity to opt-in to receive solicitations from, and/or to become a member/participate in clubs of (i.e., email clubs, text clubs, and rewards programs), the Contest Administrator and/or Participating

Stations; provided, however, agreeing to receive such solicitations and/or accepting such membership is not a condition of entry into this contest and will not increase your chances of winning.

c. In the case of text entries:

i. Text messages sent to any other phone number other than the stations specific number, text messages sent to the specific station's text line that include any keyword other than the designated and announced keyword for a particular Contest, and/or text messages sent to the specific station's text line without any Contest keyword will not be accepted for Contest entry and disqualified without notice. Station not responsible for text messages mistakenly sent to phone numbers other than Station's specific number.

ii. Entrants may receive a bounce back text from Station with confirmation of Contest entry and receive "extra" offers, information, or message content. Station does not charge a fee for this service. Station assumes no responsibility for charges incurred for text-messaging, including, without limitation, as a result of any bounce back messages or Contest notices from the Station. Standard message and data rates may apply, the frequency of any automated marketing message(s) individual opts in to receive are recurring and varies, text STOP to cancel.

PARTICIPATING STATIONS WILL NOT POST CONTEST ENTRY KEYWORD(S) ON ITS WEBSITE, PROVIDE CONTEST ENTRY KEYWORD(S) ON ANY SOCIAL MEDIA PLATFORM OR BY ANY OTHER ELECTRONIC MEANS, OR REVEAL CONTEST ENTRY KEYWORD(S) OVER THE TELEPHONE ON ANY OF THE STATION TELEPHONE NUMBERS. STATION HAS NO OBLIGATION, LIABILITY, OR RESPONSIBILITY WHATSOEVER IF INDIVIDUALS WHO DO NOT LISTEN TO A PARTICIPATING STATION RECEIVE THE CONTEST ENTRY KEYWORD(S) AND/OR SMS SHORTCODE FROM THIRD PARTIES SUCH AS OTHER LISTENERS, CONTEST SPONSORS, ETC...

5. After the last Entry Period for such Contest Play has closed, one (1) qualifying winner from each Contest Play will be randomly selected from among all entries received by each station individually for such particular Contest Play to receive a qualifying prize in this Contest, subject to confirmation of eligibility and compliance with these contest rules (each, a "Winner"). Not all participating stations will have qualifying prizes. The times at which the last Entry Period closes for each of the four (4) Contest Plays per Contest Day (both defined in Section 3 above) are as follows:

- For Contest Play #1 - Last Entry Period Closes at 7:15AM (EST)
- For Contest Play #2 - Last Entry Period Closes at 10:15AM (EST)
- For Contest Play #3 - Last Entry Period Closes at 1:15PM (EST)
- For Contest Play #4 - Last Entry Period Closes at 4:15PM (EST)

6. Potential Qualifiers will be notified at the telephone number from which he or she texted the entry, within one business hours of being selected and receive a text indicating that they have qualified, but must provide full name and proof of age prior to completing the process as a qualifier. The Station may also contact each qualifier by phone for verbal confirmation. If qualifier does not respond within 20 minutes of station receiving the text or call, the station will draw for a new qualifier.

#### Prizes(s)

7. Up to one hundred sixty (156) qualifying prizes will be awarded in this contest (up to 4 winners per day x 40 contesting weekdays). Each verified qualifying winner in this contest will each receive a prize valued at a minimum of \$25.00 USD, which will be made available for pick up within 48 hours of winning at the station office nearest them. There will be one (1) grand prize winner drawn, at random, from all qualifying winners gathered throughout the 8 weeks from all participating radio stations for a total up to four hundred and sixty-eight (468) qualifiers. The grand prize winner will be announced the morning of Friday, November 1, 2019. A check in the amount of \$10,000 (in the currency of residency of the grand prize winner) will be sent to the grand prize winner within 4 weeks of Station's receipt of all required completed documents and information. All completed documents and information must be received within thirty (30) days of winning. Total aggregate ARV of all prizes in the Contest will vary depending on the value of qualifying prizes awarded by each station.

8. Notwithstanding anything to the contrary herein or stated on-air, each winner will not be entitled to receive any prize until after their eligibility has been confirmed or accepted by Station representatives and all required paperwork (including, without limitation, liability release agreements) have been completed by the pending winner within the required deadlines.

9. Grand Prize will be made payable and mailed to winner only at the address provided by winner to Station representative after confirmation of winning. Winner is required to provide evidence of a valid state/provincial photo ID and valid social security number/social insurance number in order to be eligible to receive any prize. Winner may be required, in Station's sole discretion, to sign one or more a Liability Release Agreements relieving the Stations and their respective parents, subsidiaries, officers, directors, members, managers, employees, agents from any and all liability with respect to participation in this contest and the receipt and/or use of the prize. Any person who refuses to sign such Releases and/or provide a social security or social insurance number or complete or provide any other documents required by the Stations by the deadline required by Station representative will forfeit any and all contest prizes. Station reserves the right to examine identification and may reasonably choose to accept or deny awarding the prize based on the identification presented. In the event a potential winner does not provide Station with documentation and paperwork required under these rules by the deadline, the potential winner will forfeit the prize and such prize may be disposed of at the discretion of Station Management. No transfer or assignment of prizes is allowed.

10. Further, Stations and their respective parents, subsidiaries, officers, directors, members, managers, employees, agents are not responsible if any part of the prize cannot be awarded due to acts of God, acts of war, natural disasters, weather, acts of terrorism, or other factors beyond the Stations and their respective parents, subsidiaries, officers, directors, members, managers, employees, agents' control.

11. Winner is responsible for paying all applicable local, county, state/provincial and federal taxes on prizes and will be issued an IRS 1099 form for all prizes won in this contest.

12. Stations reserve the right to (but not the obligation) to post some or all winner information on the Stations' websites or social networking sites.

#### Sponsor(s)

13. The sponsor of this contest is Martz Communications Group Inc. 86 Porter Road, Malone, NY 12953.

#### Odds of Winning

14. Odds of winning depend upon number of texts received for each play of the contest.

#### Other General Rules that Apply to this Contest

15. In case of an identity dispute, the registered user of the primary phone number of the account on the date of entry will be the recognized entrant and participants may be required to provide evidence that he or she is the primary user (e.g., phone bill) as determined in Stations' sole discretion. In the case of a text entry, participants acknowledge that messages are distributed via third party mobile network providers and, therefore, Station cannot control certain factors relating to message delivery. Participants acknowledge that, depending on the recipient's mobile provider service, it may not be possible to transmit the message to the recipient successfully. Station does not claim or guarantee availability or performance of this service, including liability for transmission delays or message failures. Station does not charge a fee for this service. It is each Participant's responsibility to check with their individual carrier, as other charges may apply. **BE ADVISED THAT IN SOME CASES, TEXTS TO THE STATION WILL RESULT IN ONE OR MORE AUTOMATIC BOUNCE BACK MESSAGES, FOR WHICH PARTICIPANTS MAY INCUR A FEE FROM THEIR PROVIDER.** Station assumes no responsibility for charges incurred for text-messaging, including, without limitation, as a result of any bounce back messages or contest notices from the Station.

16. Use of robotic, mechanical or other forms of pre-programmed entry methods is NOT prohibited. Stations do not intend to monitor or disqualify any contest entry on the basis of the use of such manipulation tools. Notwithstanding the foregoing, entrants are not

entitled to use such manipulation tools and Stations reserve the right (in its sole discretion), from time to time, to implement entry processes that may frustrate or prohibit such automated entry; provided, however, that no contestant in any contest may rely upon or insist upon Stations' failure or refusal to take any of the foregoing actions or to determine, in its sole discretion, that one entrant's entry should be discounted because another entrant's entry was or vice versa.

17. Station Management shall be the sole arbiters in all matters relating to the contest and in the interpretation of contest rules. The decisions of the Station will be final as to all matters, including, without limitation, whether any Keyword submitted is correct or not. Entry into the contests constitutes agreement by contestants to abide by these rules, as well as any other rules established by Stations. the "best" or most desirable (based on any lawful criteria Station deems desirable).

18. With respect to notification of potential winners in this contest, Station will only be required to leave one telephone message or send one text message to the number used to enter this contest (in the case of a text entry). If no answer or answering machine is reached, Station will not be obligated to attempt any further contact. Station reserves the right, in its sole discretion, to attempt to contact any potential winner more than once and shall not be required to attempt to contact all potential winners an equal number of times or in the same communication manner.

19. Stations and its sponsors are not responsible for any technical difficulties, technical malfunctions or errors (whether technical or typographical or human) experienced due to overload, busy signals, loss of phone service, internet availability, electronic problems, interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), website, telephone or other connections, availability or accessibility, or miscommunications, or failed computer, satellite, telephone or cable transmissions, or lines, or technical failure or jumbled, garbled, corrupted, scrambled, delayed, or misdirected transmissions, or computer hardware or software or telephone malfunctions, failures, or technical errors or difficulties, any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or tampering with or hacking of any of the websites, computer virus, bug, or other errors or corruptions of any kind whether human, mechanical, electronic or network or the incorrect or inaccurate capture of information or the failure to capture, or loss of, any such information or any other factor that may prevent an individual from completing or Stations from receiving (accurately or otherwise) a phone call, an email, accessing any website (including the Stations or any third party website), or for any problem associated with the Stations website or voting website or software, internet, telephone connections, servers, routers, or any other technical problem that may impact entry, participation, voting or prize claim in any way, regardless of the cause, including, without limitation, any injury or damage to any person's computer, equipment, property, software or network related to or resulting from participating in a Station contest or visiting its websites (whether as an entrant, visitor or voter). Stations and its sponsors assume no responsibility for any incorrect or inaccurate information, whether caused by website users, or by any equipment or

programming associated with or utilized in a Station Contest. Stations are not responsible for any printing errors or typographical errors. If, for any reason, in the sole opinion of Stations, the contest is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, hacking, unauthorized intervention, fraud, technical failures, system overload or any other causes, whether discovered or suspected by Stations, which, in sole opinion of the Stations, does or could corrupt or affect the administration, security, fairness, integrity or proper conduct of a Contest, Stations reserve the right, at its sole discretion, to cancel, terminate, modify or suspend the contest, and/or provide alternative means of entry or any other changes to these contest rules that Stations deem appropriate under the circumstances. In the event of termination, suspension or modification of this contest, a notice will be posted online and announced on-air.

20. All entries become the property of the Stations and will not be acknowledged or returned. Entries received that are mutilated, tampered with, illegible, or from ineligible entrants will be void. Entries that are determined to be fraudulent will be void, and the person making such an entry may be barred from further participation in this contest and, in Stations' sole discretion on a case by case basis, banned from any future participation in any Stations' contest (which Stations' decision may not be disputed or appealed). Incomplete or illegible entries may be disqualified in Stations' sole discretion.

21. By participating in this Contest, entrants hereby agree and each entrant hereby remises, releases and forever discharges and agrees to indemnify and hold harmless Stations, its affiliates, parents, assigns, successors, employees, agents and all others connected with them and the contest from any and all liability, claims, actions, and damages sustained or incurred by participation in the Contest and the receipt and use of any prize(s) awarded (if any) through this Contest arising in any manner whatsoever, including but not limited to an act or omission, whether negligent, intentional or otherwise caused by Stations, its affiliates, parents, assigns, successors, employees, agents and all others connected with them and this Contest.

22. By participating in this Contest, entrants hereby consent to the Stations' usage of any one or more of the following for on-air broadcast, online usage and for any other advertising and promotional purpose in any medium whatsoever without payment of any additional consideration: contestant's name; voice; likeness; biographical information; his/her participation in the contest; and the substance of the contestant's entry form or any other contest submissions. By entering this Contest, entrants understand and agree that Stations may take photographs and/or videotape and/or audiotape any entrant's participation, appearance and/or performance in connection with this Contest (before, during or after the Contest) and that Stations will own any such photos, audio and/or video and shall be free to utilize such materials in any way it sees fit during or after the Contest with no compensation to the entrants, including without limitation posting any such photographs, audio and/or videos on its website.

23. Stations reserve the right to prohibit the participation of an individual from this Contest if fraud or tampering is suspected or if the individual fails to comply with any requirement of participation as stated herein or with any provision in these Contest rules.

24. This contest is subject to all applicable laws and regulations and is void where prohibited.

25. Stations reserves the right to: (i) terminate or declare the Contest null and void and rescind any prize, if in its sole judgment, the rules or the integrity of the Contest have been violated or compromised in any way, intentionally or unintentionally by any person whether or not a participant in the Contest and reserve the right to select a potential winner from all eligible uncompromised entries (as it determines in its sole discretion) it received through the date it terminated the Contest; (ii) alter or amend these Contest rules at any time; and (iii) stop or conclude the Contest at any time without prior notice with selecting a potential winner from all eligible entries it received up to the time Stations concluded the Contest. Material changes to the Contest rules will be broadcast on-air and/or posted online, when practical.

26. Information collected by Stations in connection with entering or otherwise participating in this Contest may be used in accordance with a particular Station's privacy policy (available from a link at the bottom of a participating Station's website home page, which is listed below in Attachment A).

27. Martz Communications Group Inc. is conducting the Contest concurrently and simultaneously on several participating stations that are located in various States and their respective time zones. Company may add or remove participating stations or change call letters of any participating station at any time during the Contest as announced on the affected station. The Station's participation in this contest during the contest dates may vary from day to day as announced on air of the affected Station, as listed in Attachment A and as noted in any applicable addendum. Station will announce participation.

28. Participating stations may individually refer to this contest in varying ways depending on particular station's format and what it determines to sound most appealing to its particular audience. However, the Contest is one national contest made up of many participating stations. All trademarks and registered trademarks are the property of their respective owners.

29. Winner's List: For a winner list, mail a self-addressed stamped envelope 86 Porter Road, Malone NY 12953 addressed to "Martz Communications Group Inc. \$10K Cash Giveaway." All requests for winner lists must be mailed and received after the Contest is over but prior to six (6) months after the Contest has been concluded.



## **ATTACHMENT A**

MARTZ COMMUNICAITONS GROUP INC. AND STATIONS PARTICIPATING IN “ALL DAY” CONTESTING

AT 7:00AM, 10:00AM, 1:00PM, AND 4:00PM (ALL TIMES LOCAL STATION TIMES)

Martz Communications Group Inc. Malone NY – 86 Porter Road, Malone NY 12953

- Wild Country 96.5: [www.country965.com](http://www.country965.com) (Text line: 800-947-0947)
- 94.7 Hits FM: [www.947hits.com](http://www.947hits.com) (Text line: 888-945-3965)

Radio Power Inc. – 21 Yost Boulevard, Suite 505, Pittsburgh, PA 15221

- WAMO 100: [www.wamo100.com](http://www.wamo100.com) (Text line: 412-824-9266)