

# 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. resident 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, contractual 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. Limit one (1) entry per person (each an “Entrant,” collectively the “Entrants”).
4. Duplicate entries shall be deemed void if selected more than once and only the first chronologically selected entry will be recognized as a prize-winning opportunity in this contest.
5. 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 additional clubs (i.e., email clubs, text clubs, and rewards programs) of the Station, its affiliates and/or sponsors; 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.

#### How to Win & Prizes:

1. To be eligible to participate, participants must log on to Station website, click on the slider/graphic on the main page with the \$10K promotion listed and then fill out the contest form completely between Wednesday, February 12, 2020 and Thursday April 30, 2020.

2. This Contest will be played weekdays (Monday through Friday only) from Monday February 24, 2020 through Thursday April 30, 2020 (each a "Contest Day") at approximately 7:00am (EST), 10:00am (EST), 1:00pm (EST) and 4:00pm (EST) (each, a "Contest Play"). Each Thursday before 11:00am (EST), Station will randomly select Entrants from among all eligible entries received by Station at the time of such drawing, and randomly assign Entrants for next week's Contest Plays.

a. There will be up to, but not more than, four (4) Contest Plays per Contest Day, for a total of up to, but not more than, one hundred eighty-four (184) Contest Plays during this Contest.

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 listener's name 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 name, 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 an Entrant's name more than once; provided, however, the number of times in which any participating Station may announce a name may vary by Station and/or by Contest Play. Entrants may be selected multiple times during the Contest Play Period, and may win multiple Prizes.

5. Each Contest Play will proceed with the Station announcing on air: (i) the first and last name of the one (1) Entrant selected and assigned to that Contest Play; and (ii) the selected Entrant's community/city of residence. The Entrant will then have fifteen (15) minutes from the time of the Contest Announcement to call the station at the specific Stations contest/request line (listed below in Attachment A). If the announced member calls the Station within the allotted time period and correctly identifies themselves by verification of the email address, mailing address, and birth date provided on the entry form at the time of entry to this contest, such Entrant will be entered in to that week's

weekly \$1,000.00 random drawing. There will be a total of ten (10) \$1,000.00 prizes awarded during this contest. At the sole discretion of each Station, Entrant may win the one (1) qualifying prize for such Contest Play subject to verification of eligibility and compliance with the Contest rules.

6. **WARNING: ONLINE LISTENERS TO STREAMED BROADCASTS MAY EXPERIENCE A LAG IN TRANSMISSIONS DUE TO BUFFERING LIMITATIONS. CONTEST PARTICIPANTS SHOULD NOT RELY ON STREAMED BROADCASTS.**

7. **IMPORTANT!** Only calls received to the studio contest phone number (Listed below in Attachment A) are eligible to win (calls to the main radio station phone number or any other phone numbers are not acceptable).

8. In order to qualify to win, the actual selected Entrant (i.e., not just any person with the same name) must personally call the Station within the allotted time, as determined by the Station in its sole and absolute discretion.

Prize(s):

9. The weekly Grand Prize Winner will receive \$1,000.00 cash payable by station check and made available within thirty (30) business days of the date of Winner completes all required Station documents. Each Winner shall be required to present himself/herself at the Station for the purpose of collecting the cash award and completing necessary paperwork. All prizes awarded, including the Qualifying and Weekly Grand Prize drawings will be valued in the currency of residency of the qualifier and or winner.

10. Odds of an Entrant being selected and announced depend on number of Entrants at the time of each Contest Play.

Sponsor(s)

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

Other Rules Applicable to this Contest:

12. 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.

13. 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.

14. Station management shall be the sole arbiters in all matters relating to the contest and in the interpretation of contest rules. Entry into the contests constitutes agreement by contestants to abide by these rules, as well as any other rules established by Stations

15. 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.

16. 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.

17. 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 voided, 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.

18. 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.

19. 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.

20. 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 requirements of participation as stated herein or with any provision in these Contest rules.

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

22. 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.

23. 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).

24. 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.

25. 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.

26. Winner's List: For a winner list, mail a self-addressed stamped envelope to 86 Porter Road, Malone NY 12953 addressed to "Martz Communications Group link. \$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 COMMUNICATIONS GROUP INC. AND STATIONS PARTICIPATING IN “ALL DAY” CONTESTING AT 7:00AM, 10:00AM, 1:00PM, AND 4:00PM (ALL TIMES ARE 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) (Contest/Request line: 800-947-0947)
- 94.7 Hits FM: [www.947hits.com](http://www.947hits.com) (Contest/Request line: 888-945-3965)

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

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