

OFFICIAL CONTEST RULES

FOR WPXC, WFRQ, WHYA, WKFY operated by CodComm, Inc.
(hereinafter referred to as "Station")

"Spring into Summer"

Section 1 **Contest**

- a. The Station, operated by CodComm, Inc., is promoting a contest beginning Monday, May, 1 2017 and ending on Saturday, June 10, 2017. Station may terminate contest at any time or change dates and locations in its sole and absolute discretion.
- b. Station will, at random, instruct listeners to call Station to qualify and the first eligible listener through will be added to a list of qualifiers who will be given a chance to win up to one (1) prize from the following list at the giveaway party on Saturday, June 10 2017.
- c. Giveaway party will be held at the Skippy's Pier 1, 17 Neptune Ln, South Yarmouth, MA 02664 on Saturday, June 10, 2017. Where names will be chosen, at random, from present qualifiers to determine winner(s).
- d. Prizes include:
 - Stihl BGA 85 coordless blower - \$500 value from Botello Lumber.
 - Dewalt drill/driver combo kit - \$230 value from Mid-Cape Home Center.
 - Weber gas grill - \$499 value from Terry's TV & Appliances.
 - Four (4) yards pine mulch delivered - \$200 value from BSG Landscape Supplies.
 - Five (5) piece patio set consisting of a 42" round glass top aluminum table accompanied by four (4) Telescope Casual Gardenella chairs valued at \$1,174.00 from Paine's Patio.

Section 2 **How to Qualify**

- a. No purchase is necessary.
- b. Qualifiers must be 18 years of age or older to participate.
- c. Odds of winning will depend on the number of qualified entries.
- d. Station representative/air talent will, at random, instruct listeners to call band be a predetermined caller number, which will be announced. When listeners hears the cue/solicit they will call Station and the first eligible listener through will be

added to a list of qualifiers who will be given a chance to win up to one the aforementioned prizes at the giveaway party on Saturday, June 10, 2017.

- e. Contest is open to all U.S. residents. All employees, agents, successors, interns, and assignees of CodComm, Inc., employees of other radio or television stations and members of their immediate families are ineligible. The term "immediate family" includes spouses, siblings, parents, children, grandparents, and grandchildren, whether as "in-laws", or by current or past marriage(s), remarriage(s), adoption, co-habitation or other family extension and any other persons residing at the same household whether or not related. Participants and winner(s) must be U.S. residents.
- f. Only one winner per prize. No "duos," groups, or teams will be allowed to enter together. Any ties, disputes, conflicts, questions, or concerns, regarding the Contest and/or the prize(s), will be handled by the CodComm, Inc. whose decision(s) are final and indisputable.
- g. Participants are restricted to the use of ordinary telephone equipment. Participants that enable the "Caller ID" block function may not be allowed to participate unless they enter their correct area code and telephone number. Station disclaims all liability for the inability of a participant to complete or continue a telephone call due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond Station's control, or otherwise. Station disclaims all liability for any delays, mis-delivery, loss or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method. Station is not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the contest, and any injury or damage to entrant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in this contest. CodComm, Inc. stations are not responsible for broken telephone connections, busy signals, mis-dials or lost phone calls.

Section 3

Acceptance and Delivery of Prize

- a. All prizes must be accepted as awarded. All prize(s) are non-transferable. Inability to accept or deliver prize(s) will result in forfeiture. CodComm, Inc. retains the right to substitute prize(s) with other prize(s) of equal or greater value in the event the original prize(s) offered is not available for reasons beyond the reasonable control of CodComm, Inc.. Any valuation of the prize(s) awarded is based on available information provided to Station, and the value of any prize (as

determine by Station in its sole discretion) awarded to a winner may be reported for tax purposes as required by law.

- b. It is anticipated that qualifiers should have possession of their qualifying prize within 80 days of winning, however, CodComm, Inc. makes no guaranty as to the actual delivery date.
- c. All Contest(s)/Prize(s) subject to Federal, State, and local regulations and laws and are void where restricted or prohibited by law.
- d. If prize(s) includes travel, lodging, entertainment, special event, or an automobile, the winner(s) is responsible for all taxes, expenses, tags, title, licensing and registration fees and gratuities not expressly included in and as part of the prize(s). Winners agree to all blackout periods, space availability requirements, etc., as stated by the Station and Contest prize partner(s), which shall include hotels, airlines, train travel, ship/boat travel, etc. Winner(s) agree that acceptance of any trip as a prize(s) from Station does so entirely upon their own initiative, risk, and responsibility.
- e. Winner(s) must use their true, legal, name when playing contests or claiming prize(s) and may not win any contest under an assumed name. Winner(s) will be disqualified and prize(s) forfeited if they are found playing under an assumed name or alias.

Section 4 **Conditions of Winning**

- a. Any person winning over \$600 in prizes from Station will receive an IRS form 1099 at the end of the calendar year and a copy of such form will be filed with the IRS.
- b. Each winner is solely responsible for reporting and paying any and all applicable Federal, State, Local and other taxes. Each winner must provide Station with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Failure to timely provide such information and/or any other reasonably required documentation, including, without limitation, a release and affidavit of eligibility, may result in delay in receiving prizes or the forfeiture thereof. Prizes are not transferable or redeemable for cash.
- c. By participating, all participants and winner(s) grant CodComm, Inc. the permission to use their names, characters, photographs, voices, and likeness in connection with the promotion (via print, broadcast or other forms of media) of this and other contests and waive any claims to royalty, right, compensation or remuneration for such use. By calling the contest lines, voices and names may be recorded and used for promotional or broadcast purposes.

- d. All winners must sign a release agreement to accept prize.

Section 5
Release

Contest participants and winners, on their own behalf and on behalf of their heirs, successors, representatives and/or assigns, hereby fully and forever remises, releases and discharges CodComm, Inc. and each and all of its subsidiary and affiliated corporations, companies and divisions, its predecessors, successors and assigns, and its respective directors, stockholders, officers, employees and agents, of and from any and all claims, demands, agreements, contracts, covenants, actions, suits, causes of action, obligations, controversies, debts, costs, expenses, accounts, damages, judgments, losses and liabilities, of whatsoever kind or nature, in law, equity or otherwise, whether known or unknown, whether or not concealed or hidden, which against it or any of it, they have had, may have had or now have, or which any of their heirs, representatives and assigns hereafter can, shall or may have for or by reason of any matter, cause or thing whatsoever, including but not in any respect limiting the generality of the foregoing, any and all claims which or might have asserted relating to this contest.

Section 6
Indemnity

All participants and winners indemnify and hold forever harmless Station, and CodComm, Inc. and their agencies, their agents, officers, employees, affiliates, and assigns, for any injuries, accidents, misfortunes, losses, damages, or causes of action, arising from or in connection with participation in the Contest and/or acceptance or use of any prize(s).

Section 7
No Warranties Provided

CodComm, Inc. and Station do not warrant any of the products, materials or services that a winner receives. The materials, services or products that a winner receives are provided "as is." There may be warranties provided by the manufacturer of the product, material or service, for which CodComm, Inc. has no responsibility or duty to perform.

Section 8
Miscellaneous

- a. CodComm, Inc. reserves the right to change contest rules and/or dates at any time without additional notice.
- b. CodComm, Inc. reserves the right to add or subtract additional station or stations to this contest at any time.
- c. CodComm, Inc. is considered the "judge." Judge's decisions are final.

- d. CodComm, Inc. reserves the right to end and or modify contest at any time without additional notice or further compensation required.