

New Country 103.1 WIRK – Beat the Buzzer Sweepstakes

Official Rules

NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

BY ENTERING THE SWEEPSTAKES, EACH ENTRANT AGREES TO THESE OFFICIAL RULES.

- 1. Eligibility:** The New Country 103.1 WIRK Beat The Buzzer Sweepstakes (the "Sweepstakes") is open only to individuals who are 18 years or older and residents of Florida and who reside within 150 miles of Hubbard Radio West Palm Beach's studio located at 701 Northpoint Parkway, Suite 500, West Palm Beach, FL 33407, to be eligible to win. In order to be eligible to win a prize in any Station sweepstakes or contest, you and/or members of your household cannot have won any prize from 103.1 WIRK of any value within thirty (30) days prior to the awarding of a prize to you, or a prize or combination of prizes with a total stated value of \$500.00 or more 103.1 WIRK within 180 days prior to the awarding of a prize to you in a sweepstakes or contest. These restrictions apply even if you reject the prize. Prizes valued \$20.00 or less (i.e., movie premiere passes) do not count towards this restriction. Void outside of Florida and where prohibited by law. No purchase necessary to enter the Sweepstakes. Employees of Hubbard Radio West Palm Beach, LLC and its radio station 103.1 WIRK (the "Sponsor"), Schumacher Chevrolet ("Promotional Participant"), Hubbard Radio, LLC, or any of their respective affiliates, subsidiaries, advertising agencies, or any other company or individual involved with the design, production execution or distribution of the Sweepstakes (collectively with Sponsor, the "Released Parties") and their immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members of each such employee are not eligible to enter or win. The Sweepstakes 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 Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 2. Sweepstakes Periods:** The Sweepstakes begins at 7:20:00 AM Eastern Time ("ET") on May 4, 2023 and ends at 5:20 PM ET on May 26, 2023, or until \$15,000 is awarded in the Beat The Buzzer game has been awarded, whichever occurs sooner (the "Sweepstakes Period").
- 3. How to Play the Game:** This is a listen and win Sweepstakes. The available amounts to be won for each play period in this Sweepstakes ranges between \$103.00 up to \$1,030.00. To play, listeners need to listen to New Country 103.1 WIRK weekdays (Mon-Fri) during the Contest Period at 7:20 AM ET, 11:20 AM ET, 1:20 PM ET, 3:20 PM ET, and 5:20 PM ET for the cue-to-call. Then, the 10th caller to call in and reach the station by calling **1-855-400-9475**, will get to play the Beat The Buzzer game (the "Player"). To play the game, the DJ will start the clock and the amount available to win will start at \$103.00 and will randomly increase by increments of \$103.00 up to a maximum of \$1,030: if the Player yells "Stop" to stop the clock before the

buzzer goes off, the Player will win the last dollar amount announced when the clock was stopped. If, however, the Player fails to yell "Stop" before the buzzer goes off, then that Player does not win. Limit one (1) Player per person during the entire Sweepstakes Period. Odds of a Player winning during the game depends on when the Player stops the clock, and whether or not the Player stops the clock before the pre-determined time the buzzer goes off.

Note that webcasts of Station's programming are typically on a delayed basis, which may affect participation in this Sweepstake. Sponsor will not accept collect calls. Sponsor is not responsible for telephone line unavailability, busy signals on the Sweepstakes line, operator interference, technical or atmospheric conditions that disrupt the completion of the phone call, telephone system malfunctions, or any other telephone problems which may or may not result from this Sweepstakes.

4. **Grand Prize Random Drawing:** All individuals who were Players in the Sweepstakes will be included in the Grand Prize random drawing, which will be conducted by Sponsor on or about May 31, 2023, to select one (1) Grand Prize winner. Odds of winning the Grand Prize are 1:85. The Grand Prize winner will be notified by Sponsor on or about the day of the random drawing via phone and/or email. The Sponsor will make up to two (2) attempts to reach the Grand Prize winner. In the event Sponsor is unable to reach the potential Grand Prize winner after two (2) attempts, that potential winner forfeits his/her right to the Grand Prize and the Grand Prize will be awarded to an alternate winner, time permitted.
5. **Prize and Approximate Retail Value ("ARV") – One (1) Grand Prize** - \$10,000.00, awarded in the form of a check. ARV: \$10,000.00. Total ARV of all prizes is up to \$25,000. Prizes consist of only those items specifically listed as part of the prize. Taxes are winner's sole responsibility. Prizes are not transferrable or substitutable. Sponsor reserves the right to substitute any prize, or portion thereof, for any reason at Sponsor's sole discretion. Any limitations on any prize will be provided at the time the prize is awarded.
6. **Claiming A Prize:** Upon winner verification, **as a condition of being named an official winner**, each potential winner must claim his/her prize in person at 103.1 WIRK located at 701 Northpoint Parkway, Suite 500, West Palm Beach, FL 33407, during normal business hours (Monday-Friday, 9:00 a.m. to 5:00 p.m.) within **thirty (30) days** of the day he or she wins to verify that he/she is the qualified winner and may be required to sign a Publicity and Liability Release and W9 tax form ("Release") upon (and as a condition of) picking up the Prize. Failure to comply with this deadline shall be deemed to be the winner's forfeiture of his or her right to claim the Prize. The winner must prove he or she is a qualified winner by presenting acceptable identification (e.g., state driver's license; state issued identification card; valid passport with address verification; or birth certificate with social security card and photo identification and address verification).
7. **Participation Conditions/Release/Consent to use Likeness:** By participating, each participant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor which are binding and final in all matters relating to this Sweepstakes; (b) release and hold harmless 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 participation in this Sweepstakes, and acceptance or use or misuse of prize; (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorney's fees) arising out of or relating to an entrant's participation in the Sweepstakes and/or entrant's acceptance, use or misuse of prize; and (d) allow Sponsor's use for promotional purposes of his/her likeness, voice and/or address (city/state) without any additional compensation. By calling in to participate in this Contest, each participant consents to his or her voice and telephone conversation being recorded and/or broadcast.

8. **General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, for any reason whatsoever, including, without limitation, fire, flood, natural or man-made epidemic or pandemic of health or other means, earthquake, hurricane, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction or if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the participation process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Only the type and quantity of prizes described in these Official Rules will be awarded. 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. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
9. **Limitations of Liability:** The Released Parties as set forth above are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (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 participation process or the Sweepstakes; (4) technical or human error which may

occur in the administration of the Sweepstakes or the processing of phone calls; 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 Sweepstakes or receipt or use or misuse of any Prize.

10. **Privacy Policies and Data Collection:** Information provided by you for this Sweepstakes on the entry form is subject to Sponsor's privacy policy located at: <http://corporate.hubbaradio.com/privacy-policy/>. By entering this Sweepstakes, each entrant agrees that the Sponsor has the right to contact the entrant by phone, direct message, or email accounts provided on the entry form to administer and fulfill this Sweepstakes.
11. **Disputes/Governing Law:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or the prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal or state court of Florida; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' or legal fees; and (3) unless otherwise prohibited, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with this Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules (whether of State of Florida, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida.
12. **Official Rules/Winner's List:** For a copy of these Official Rules, or the names of the Winners, send a self-addressed stamped envelope to: New Country 103.1 WIRK Beat The Buzzer Rules/Winners (designate which), 701 Northpoint Parkway, Suite 500, West Palm Beach, FL 33407, to be postmarked by May 26, 2023, and received by June 3, 2023.
13. **Sponsor:** Hubbard Radio West Palm Beach, LLC and its station New Country 103.1 WIRK, 701 Northpoint Parkway, Suite 500, West Palm Beach, FL 33407.