

B-105 (WUBE) Show Us Your Jack-O'-Lantern Sweepstakes

Official Rules

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

YOU UNDERSTAND AND AGREE THAT BY ENTERING AND SUBMITTING YOUR PHOTO, THE PHOTO SUBMISSION WILL BE POSTED ON SPONSOR'S AND PROMOTIONAL PARTICIPANTS' WEBSITES, OTHER WEBSITES, SOCIAL MEDIA SITES AND IN OTHER MEDIUMS AT SPONSOR'S SOLE DISCRETION.

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

- 1. Eligibility:** The B-105 (WUBE) (the "Sponsor") "Show Us Your Jack-O'Lantern" Sweepstakes (the "Sweepstakes") is open only to listeners who are 18 years or older and legal residents of Indiana, Ohio or Kentucky who reside within 120 miles of the Sponsor's studio located at 2060 Reading Road, Cincinnati, OH 45202. Employees of Papa John's Pizza, Hubbard Radio Cincinnati, LLC, (collectively, the "Released Parties"), any radio, television or other media companies located in the Cincinnati area, 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 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. No more than one (1) winner per household. Contestants can only win once per day. Previous winners of contests conducted by the Station must comply with the following time limit before attempting to enter the Contest: Contestants may only win one prize per person at or above \$10,000 every six months unless specified otherwise. Each time limit is measured from the date the winner won their prize in the prior contest. 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 Period:** The Sweepstakes begins on October 19, 2020 at 12:00:01 AM Eastern Time ("ET") and ends at 11:59:59 PM ET on October 25, 2020 (the "Sweepstakes Period").
- 3. How to Enter:** To enter, during the Sweepstakes Period, visit B105.com ("Website"). Once on the Website, find the Sweepstakes "Show Us Your Jack-O'-Lantern" banner to, find, complete and submit the official online entry form, which includes submitted a photo of a jack-o'-lantern, to receive one (1) entry into the random drawing. **LIMIT ONE (1) ENTRY PER PERSON DURING THE ENTIRE SWEEPSTAKES PERIOD.** All entries must be received by 11:59:59 p.m. ET on October 25, 2020 to be entered into the Random Drawing.

In the event of a dispute regarding the identity of the person submitting an entry, the entry will be deemed to be submitted by the person in whose name the email address is registered. The entrant may be required to provide evidence that the entrant is the authorized account holder of the email address registration associated with the winning entry and complete an affidavit and/or any applicable releases. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected entries, which may be disqualified. Any attempt by any participant to enter by using multiple/different identities, or any other methods may disqualify that participant from winning any prize, at the sole discretion of Sponsor.

By submitting a photo in this contest, you hereby represent and warrant that you have the rights, including the permission from anyone depicted in the photo (or from their parent/legal guardian if anyone depicted is a minor) to allow station to publicly post the photo on its website and social media pages and to use the photo in station's sole discretion.

The photo submitted must not be indecent or obscene or contain pornography or material of a sexual or other inappropriate nature or show illicit drugs. Entrants agree to and understand that the photo may be made available to the public, including without limitation, posting on the Internet, and may appear in Sponsor's or Promotional Participant's advertising and marketing materials without notice or compensation to you. Whether or not photo is published on the Internet, Sponsor does not covenant or guarantee any confidentiality with respect to any photos. Further, by submitting a photo, the entrant represents and warrants that the person submitting the photo is the same person who took the photo.

4. **Random Drawing/Winner Notification: Thirty (30) Qualifying Prizes** will be selected via a random drawing, to be conducted by Sponsor on or about October 26, 2020. **One (1) Grand Prize** winner will be selected via a random drawing, to be conducted by Sponsor on or about October 26, 2020, from among all eligible Qualifier Prize entries received during the entire Sweepstakes Period. Decisions of Sponsor are final and binding. Odds of a Qualifier Prize winner being the Grand Prize winner are up to 1:30. The winner will be notified by Sponsor via email or telephone on or about the day of the random drawing. Odds of winning depend on the number of eligible entries received during the Sweepstakes Period. Failure to respond to the winner notification within **three (3) days** will be deemed forfeiture of the Prize and an alternate winner may be selected at Sponsor's sole discretion, time permitting. Sponsor is not responsible for email or direct message notifications that are undeliverable or not received, or voicemail messages not received.
5. **Prize and Approximate Retail Value ("ARV") – One (1) Grand Prize** – Ashley Dawn will deliver four Jack-O'-Lantern pepperoni and cheese pizzas; one large extra cheese pizza; Papadias (two grilled buffalo chicken, one Italian and one Meatball Pepperoni); one Garlic Knots; one Jalapeno Poppers; one Chocolate Chip Cookie; one cinnamon pull apart and four two-liters (2 Pepsi, 1 Diet Pepsi and 1 Sierra Mist). ARV: \$116.45. **Thirty (30) Qualifier Prizes** – A promo code delivered via email on or about October 26, 2020, for a free Papa John's Jack-O'-Lantern pizza. ARV: \$11. Gift cards and certificates are subject to the terms, conditions and restrictions as printed on the gift certificates. The prize is non-assignable and non-transferable and not redeemable for cash. Prize consists of only those items specifically listed as part of the Prize. A Prize consists of only those items specifically listed as part of the Prize. The Prize will be awarded only if the potential Prize winner fully complies with these Official Rules. Sponsor reserves the right in its sole discretion to substitute the prize for one of equal or greater value for any reason. The Prize winner is solely responsible for local, state and federal taxes on the prize. Prize consists of only the item specifically listed as part of the prize.

Grand Prize winner will be required to sign a liability and/or publicity release ("Prize Release") prior to issuance of a prize. A 1099 form will be submitted to all appropriate taxing authorities. The Grand Prize winner must meet the eligibility requirements as set forth in Paragraph 1 of these Official Rules.

6. **Claiming the Prize:** Upon winner verification, **as a condition of being named an official winner**, each potential winner must claim his/her prize via phone within **ten (10) business 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 ("Release") upon (and as a condition of) delivery of 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). If a winner cannot prove he or she is a qualified winner, the prize will not be awarded. All unclaimed prizes remain the property of Sponsor.
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.

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 of health or other means, earthquake, 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.hubbardradio.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. Additionally, by entering, you hereby acknowledge and agree that Sponsor will share the entrant information with the Promotional Participants.
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 Ohio; (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 Ohio, without giving effect to any choice of law or conflict of law rules (whether of State of Ohio, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Ohio.

12. **Official Rules/Winner's List:** For a copy of these Official Rules, see the Website.

13. **Sponsor:** Hubbard Radio Cincinnati, LLC, 2060 Reading Road, Cincinnati, Ohio 45202.