

## **Rules/Material Terms Governing Giveaways Triggered by On-Air Calls-to-Action**

- PURPOSE:** These Rules/Material Terms are intended to govern any sweepstakes, contest, or other giveaway (“Giveaway”) aired on **[WGEM AM 1440, 98.9 FM]** (the “Station”) that is not subject to any other set of official rules. The Giveaways governed by these Rules/Material Terms include “call now” or “be the X caller to win” types of promotions (and other, similar “instant” promotions triggered by an on-air call-to-action). The Station periodically receives admission tickets to concerts, sporting events, theatre productions, movie openings, consumer and industry “shows” (home shows, boat shows, etc.), and other events or other types of prizes such as coupons or items of relatively small value for the purposes of giving them away to viewers/listeners. When those opportunities arise, the Station’s on-air talent, or a crawl running on-screen, typically makes a brief on-air reference to the Giveaway (i.e., the “call-to-action”) and how to win the tickets (or other prize). Given the “instant” nature of these types of Giveaways, it is not always practicable for the Station to develop a free-standing set of official rules to govern the Giveaway. The function of this set of Rules/Material Terms is to govern the Giveaways in these and similar situations where no other set of official rules exists.
- GENERAL:** No purchase necessary. **MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.** Void where prohibited or restricted by law. Each Giveaway governed by these Rules/Material Terms is also governed by all applicable federal, state, and local regulations.
- ELIGIBILITY:** The Giveaway is offered only to legal U.S. residents who are 18 years old or older at the time of entry (unless a different age limit is announced at the time of the Giveaway or unless a law governing age limitations for the type of Giveaway or prize applies and such applicable law requires the entrant or winner to be older). Limit one winner per household every 30 days. Prize(s) is non-transferable by winner. Giveaway is offered only to [ILLINOIS, MISSOURI, IOWA] residents who reside within the counties located within the Quincy Hannibal Keokuk TV/Radio market area as determined by Nielsen Media Research Services. Employees of **[WGEM AM 1440, 98.9 FM]**, Gray TV, the prize supplier(Pappo’s Pizzeria \$ Pub & The Sports Spot), event venue, any co-sponsors, and each of their parents, subsidiaries, affiliates, representatives, and agents, and their officers, directors, and employees (collectively, “Giveaway Entities”), any other media company, members of their immediate families, and the members of the same households of such individuals are not eligible. The term “immediate families” includes spouses, grandparents, parents, siblings, children, and grandchildren. No groups, clubs, or organizations may participate in this Giveaway or reproduce or distribute any portion of these official rules to their members. Proof of age, identity, and eligibility must be furnished to Station or prize supplier or venue upon request. Any and all entry information provided to Station or any other Giveaway Entity must be complete and accurate. No Giveaway Entity will award a prize to anyone not meeting eligibility requirements at the time of entry. Station reserves the right to disqualify any entrant if these official rules are not followed. If entering by cell phone, standard rates and fees imposed by your carrier apply.

4. **HOW TO ENTER:** WGEMAM 1440, 98.9 FM WILL GIVE YOU THE OPPORTUNITY TO WIN DURING WGEM SPORTCENTER ON THURSDAY'S BETWEEN 7AM-9AM. RYAN MUMMA WILL ASK A TRIVIA QUESTION AS PART OF THE SCOOGLE SEGMENT. HE WILL THEN ASK FOR THE FIRST CORRECT CALLER AT **217-228-9437** TO BE THE WINNER. CALLS WILL BE ANSWERED IN THE ORDER THEY ARE RECEIVED UNTIL THE CORRECT ANSWER IS GIVEN. THE CALLER WINS FOOD & BEVERAGE PACKAGE VALUED AT \$20 FROM PAPPUS PIZZERIA & PUB PLUS A \$10 STORE CREDIT FROM THE SPORTS SPOT. 1 WINNER PER WEEK THROUGH DECEMBER 30<sup>TH</sup>, 2021. PRIZE TO BE COLLECTED AT THE STORE LOCATED IN THE QUINCY TOWNCENTER, ID MUST BE SHOWN TO COLLECT THE PRIZE. By entering, you agree to comply with all applicable law and these Rules/Material Terms, and you agree to abide by all decisions of the Station and other Giveaway Entities. To enter, follow the instructions provided during the call-to-action by Station. To be valid, an entry must be received during period specified during the on-air call to action. Station is not responsible for entries that are lost, late, misdirected, incomplete, incomprehensible, illegible, damaged, undeliverable, or delayed. Entries generated by any automated means and detected as such are void. In the event of a dispute, entries will be deemed to have been submitted by the authorized account holder of the applicable phone number at the time of the entry. The authorized account holder is the person to whom the applicable telephone/cell service provider or other organization (such as a business or educational institution) has assigned the number.
5. **HOW TO WIN:** Winner(s) will be selected in the manner announced on-air at the time of the call-to-action. If the Giveaway is not an "Xth caller wins" type of promotion, then the call-to-action will specify the manner in which the winner(s) is chosen. The selected winner(s) will be notified immediately or in the manner described on air. Giveaway Entities are not responsible for incomplete, incomprehensible, illegible, or out-of-service contact information. Winner(s) must respond to such notification by contacting the Giveaway coordinator, as described in the notification, by following the instructions provided, or the winner will be subject to disqualification, in which case the prize will be forfeited, and the prize may be awarded to another consumer, time permitting, in Sponsor's sole discretion. Winner(s) may be required to sign and return, prior to receipt of prize, appropriate forms and/or documentation, including without limitation, any documents necessary to transfer to Station or other Giveaway Entity any intellectual property rights (e.g., copyright, trademark, etc.) in the entry materials, an affidavit of eligibility, a liability release and/or where legally permissible, a publicity release. Failure to sign and return such forms within the requisite timeframe may result in disqualification of the winner and forfeiture of the prize.
6. **PUBLICITY RELEASE:** Except where prohibited, entry in the Giveaway constitutes each entrant's consent for Station to use, publish, reproduce, and distribute for any purpose, including publicity, promotion and advertising, in any media (including without limitation, print, internet, television, radio, and offline), each winner's name, city, photograph, likeness, biographical information, voice, or image, each in perpetuity without further compensation, credit, or right of review or approval.

7. **PRIZES: FOOD AND BEVERAGE PACKAGE VALUED AT \$20 FROM PAPPUS PIZZERIA & PUB AND A \$10 STORE VOUCHER FROM THE SPORTS SPOT IN THE QUINCY TOWNCENTER WILL BE GIVEN AWAY ONCE PER WEEK THROUGH 12/30/21.** Under no circumstances will more than the announced number of prizes be awarded. If a ticket does not guarantee admission (for example, for a movie opening in some instances), the ticket will bear a legend to that effect or the Station will advise the winner of such limitation at the time the prize is awarded. All charges, fees, and costs not specifically included in the on-air prize description or identified above, including but not limited to, personal incidental items, transportation, parking, taxes, gratuities, and licenses, are the responsibility of the respective prize winner and guest(s), if any.

Prize(s) must be claimed at the time and location specified by the Station when the Station instructs the winner about such information. Prizes not properly claimed may be forfeited. Unless otherwise instructed by the Station or another Giveaway Entity, to claim prize, winner must provide valid government-issued photo identification, acceptable to the relevant entity in its sole discretion. Prize is non-transferable by winner. No cash redemption or prize substitution allowed by prize winner(s). Giveaway Entities reserve the right to substitute a prize or prize component of equal or greater value in the sole discretion of the Giveaway Entity if the prize, or any component thereof, is unavailable for any reason.

8. **ODDS OF WINNING:** For a call-in-to-win Giveaway, the odds of winning depend on the order and number of callers. For any Giveaway involving the awarding of a prize based on random selection, the odds of winning depend upon the number of eligible entries received during the entry period.
9. **TERMS AND CONDITIONS; LIMITATION OF LIABILITY:** Participants are responsible for complying with all applicable federal, state, and local laws and regulations and with these official rules and by entering, participants agree to be bound to these Rules/Material Terms. Any attempt by an entrant or other party to tamper with the proper administration of the Giveaway will disqualify the entrant and may result in civil or criminal action against the entrant or other party and may result in the discontinuation, suspension, or cancellation of the Giveaway. **WINNERS AND ENTRANTS AGREE, EXCEPT WHERE PROHIBITED BY LAW, TO RELEASE AND DISCHARGE, HOLD HARMLESS AND INDEMNIFY THE GIVEAWAY ENTITIES, AND ALL OTHERS ASSOCIATED WITH THE DEVELOPMENT AND EXECUTION OF THIS GIVEAWAY, FROM ANY AND ALL TAX LIABILITY THAT MAY BE IMPOSED OR ASSOCIATED WITH RECEIPT OR USE OF THE PRIZES, AND FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, PROCEEDINGS, AND LIABILITY FOR ANY DAMAGES, EXPENSES, FEES, INJURY, OR LOSSES (INCLUDING PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH) SUSTAINED IN CONNECTION WITH THE RECEIPT, OWNERSHIP, OR USE OF THE PRIZE OR WHILE TRAVELING TO, PREPARING FOR, OR PARTICIPATING IN ANY GIVEAWAY-RELATED OR PRIZE-RELATED ACTIVITY.** Giveaway Entities are not responsible for any printing, typographical, mechanical, or other error in the printing of the offer, administration of the Giveaway, or in the announcement of the call to action or prize. Winner's guest(s), if applicable, may be required to execute a liability and publicity release prior to the winner's receipt of the prize. Giveaway Entities retain the discretion to make

all decisions regarding the interpretation and application of these Rules/Material Terms. All decisions of Giveaway Entities are final and discretionary. For prizes valued at \$600 or greater, winner must provide his or her social security number for tax purposes. Prizes may be considered income, and any and all taxes associated with prizes are the responsibility of the winner(s).

10. **FORCE MAJEURE, DISCLAIMER/INTERNET:** If for any reason, the Giveaway is not capable of running as planned for any reason, including infection by computer virus, bugs, tampering and unauthorized intervention, fraud, technical failures, acts of God, war, terrorism, government regulation, disaster, fire, strikes, civil disorder, or any other causes beyond the control of the Giveaway Entities which corrupt or affect the administration, security, fairness, or integrity of the Giveaway, the Giveaway Entities reserve the right, in their discretion, to disqualify any individual it believes has tampered with the entry process and/or cancel, terminate, modify, or suspend the Giveaway and to select winner(s) from eligible entries received as of the termination date. Giveaway Entities may prohibit an entrant from participating in the Giveaway if they determine that said entrant is attempting to undermine the legitimate operation of the Giveaway by cheating, hacking, deception, or other unfair playing practices, or intending to abuse, threaten, or harass other entrants. Caution: Any attempt by a participant to deliberately damage any website or undermine the legitimate operation of the Giveaway is a violation of criminal and civil laws and should such an attempt be made, Giveaway Entities reserve the right to seek damages from any such participant to the fullest extent of the law. The Giveaway Entities (i) assume no responsibility for any error, omission, interruption, deletion, defect, delay in acquisition, operation, or transmission of communications, line failure relating to theft, or destruction or unauthorized access to, or alteration of entries; (ii) are not responsible for any problems relating to, or technical malfunction of, any communications network or lines, telephone/cell networks, lines, or equipment, computer on-line systems, servers, or communications service provider, computer or other equipment, hardware, software, failure of any entry information to be received by the Sponsor on account of technical problems, human error, or traffic congestion of any communications system on the internet, or at any website, or (iii) any combination thereof, including any injury or damage to the participant's or any other person's computer or other device related to, or resulting from, participation or downloading of any materials in this Giveaway. GIVEAWAY ENTITIES MAKE NO WARRANTY, GUARANTEE, OR REPRESENTATION OF ANY KIND CONCERNING ANY PRIZE, AND GIVEAWAY ENTITIES SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS, AND ANY OTHER IMPLIED WARRANTY.
11. **ARBITRATION/CHOICE OF LAW:** EXCEPT WHERE PROHIBITED, ENTRANTS AGREE THAT ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF, OR CONNECTED WITH THIS GIVEAWAY, SHALL BE RESOLVED EXCLUSIVELY BY ARBITRATION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION THEN EFFECTIVE, AND ANY AND ALL CLAIMS, JUDGEMENTS, AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED BY ENTRANT WITH REGARD TO THIS GIVEAWAY, BUT IN NO EVENT ATTORNEYS' FEES, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES. All issues and questions

concerning the construction, validity, interpretation, and enforceability of these official rules, or the rights and obligations of entrants and Station in connection with the Giveaway, shall be governed by and construed in accordance with the laws of the State of [ILLINOIS], without giving effect to any choice of law or conflict of law rules or provisions (whether of [ILLINOIS] or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than [ILLINOIS]. Arbitration in [ADAMS] County, [ILLINOIS] shall be the exclusive forum and venue for any dispute relating to these official rules and for this Giveaway. If arbitration is prohibited, then and in such event, the courts of [ILLINOIS] in [ADAMS] County shall be the exclusive forum for any dispute relating to these official rules and/or this Giveaway. All participants and winners agree, by their participation in the Giveaway, to submit to the personal jurisdiction of the courts of [ILLINOIS] in [ADAMS] County. The invalidity or unenforceability of any provision of these official rules shall not affect the invalidity or unenforceability of any other provision so long as the general intent of these official rules remains in effect. In the event that any such provision is determined to be invalid or otherwise unenforceable, these official rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

12. **OFFICIAL RULES AND LIST OF WINNERS:** These Rules/Material Terms are posted on [WGEM.COM]. Station reserves the right to change, alter, or amend these official rules as necessary, in its sole discretion, to ensure the fair administration of the Giveaway or to comply with applicable law. A list of winner(s) may be obtained by contacting the Station within 60 days of the end of the Giveaway.