



CONTEST RULES

By entering any contest with West Virginia Radio Corporation stations, the entrant acknowledges and agrees to abide by the following contest rules.

1. No purchase necessary to enter or win. Making a purchase will not increase your chances of winning.
2. To be eligible:
 - a. Contestants must be at least 18 years of age
 - b. Contestants must be at least 21 years of age for alcohol related prizes
 - c. Show proof of identity when claiming their prize
3. Sponsors reserve the right to change contest rules at any time, for any reason, without notice, in their sole discretion.
4. Listeners may win up to \$100 in prizes per station every 30 days (i.e. they may win 4-\$25 gift certificates on WVAQ and 4-\$25 gift certificates on WKKW)
5. Contest winners who've won \$100 must wait (30) days from the final win date to be eligible to win again on any contest on any WVRC Station.
6. Value tracking is based on the individual not household.
7. Contest winners must be able to pick up the prize at the studio location. The station will not be responsible for mailing any prizes.
8. Contestants must be available for all required dates. Sponsors reserve the right to name an alternate if the original contestant is unavailable.
9. Odds of being selected as a contestant depend on the number of entries received (which shall be determined at the sole discretion of the judges).
10. Concert tickets are valued at \$100 per pair (2).
11. Pick Your Park Passes are valued at a minimum of \$109.98/pair and \$219.96/two pair. This amount may fluctuate from year to year as prices change.
12. Listeners may win any high value promotional giveaway (i.e. WKKW's "A Thousand Dollars a Day In May" or WVAQ's "Secret Sound" challenge) in addition to \$100 per month in smaller gifts and prizes.

CONTESTANT CONDITIONS

As a condition of being selected as a contestant, entrants must:

1. Authorize sponsors and their designees to investigate, access, and collect information about the entrant, about any of the statements made in any entry materials, any supporting documents, or any other written or oral statements made in connection therewith;
2. Authorize sponsors and their respective designees to secure information about their experience from current and former employers, associates, friends, family members, educational institutions, government agencies, credit reporting agencies, and any references provided by entrants. Entrants authorize such parties to provide such information to sponsors and their designees.
3. Agree to execute any authorizations, consents, and releases that sponsors may request in connection with any background investigation activities.
4. Unconditionally and irrevocably release and forever discharge all parties and persons from any and all liability arising out of or in connection with any background investigation.

5. Agree to undergo to the extent permitted by law and at the sole discretion of the judges any physical and psychological examinations requested by the judges in connection with possible selection as a Grand Prize Winner and agree that any such examination would be conducted by a personnel of judges' choosing and that any such examination does not create a confidential relationship between the entrant and examining personnel (or, to the extent necessary, waive any privilege that might otherwise attach to such a relationship), and, accordingly, consent to such personnel communication to the judges or sponsors any diagnoses, prognoses, medical information and/or opinions regarding entrant.
6. In the event that the Grand Prize Winner is not available to accept the Grand Prize, sponsors reserve the right to name an alternate.
7. The Grand Prize Winner(s), in consideration of winning the grand prize, grants sponsors the rights to, and agrees and consents to use and reuse by the sponsors and any of their respective licensees, assignees, parents, subsidiaries, and affiliated entities and each of their respective employees, agents, representatives, officers, and directors of his or her name, photos, image, voice, actions, appearance, biographical material, information contained in entry materials, and likeness, for purposes of publicity, advertising, trade and promotion, without further compensation, unless prohibited by law. The Grand Prize Winner(s) acknowledge that sponsors may video and audio record the Grand Prize Winner(s) before, during, and after the performance of the elective procedures (including but limited to cosmetic), and that portions (selected in the sponsors sole discretion) may be aired on West Virginia Radio Corporation stations. The Grand Prize Winner(s) specifically consent to any such audio recording and its use and reuse by and on West Virginia Radio Corporation Stations.
8. Grand Prize Winner(s) will be selected in the sole professional discretion of the selected judging panel, all other sponsors, and each of their respective parent companies, agents, affiliates, subsidiaries, and employees assume no role or responsibility in the selection of the Grand Prize Winner.
9. Entrants and the Grand Prize Winner(s) must release, discharge, relinquish and hold harmless the sponsors and any of their respective licensees, assignees, parents, subsidiaries, and affiliated entities and each of their respective employees, agents, representatives, officers, and directors ("Releasees") from any and all liability for medical care assistance, treatment, or services provided at any time, whether such treatment or services are provided by health care professionals, paramedics, or any other person.
10. Grand Prize Winner(s) must execute all waivers and release agreements required by any or all of the sponsors. Refusal, inability, or incapacity to execute any waiver or release disqualifies the refusing, disabled, or incapacitated Grand Prize Winner.
11. Releasees are not responsible for lost, late, or misdirected entries or for incorrect, inaccurate or incomplete entry information whether caused by a contestant, equipment, or technical malfunction or for any human error, technical error or malfunction. Releasees are not responsible for failure of any electronic equipment, computer transmission, or network or phone line connection.
12. Grand Prize Winner(s) must accept all components of the grand prize. Failure to do so automatically disqualifies the Grand Prize Winner, and an alternate may be selected from the remaining entrants.
13. Prizes cannot be exchanged for cash. Sponsors reserve the right to substitute a prize of comparable or greater value in the even the offered prize becomes or is unavailable.\
14. Transfer of prizes is strictly prohibited. Receipt and use of all prizes shall be conditioned upon compliance with any applicable federal, state, and local laws.
15. **Any federal, state, or local tax or other fees or charges associated with the receipt or use of any prize is solely the responsibility of the Grand Prize Winner(s). To meet Federal Tax Regulations, Grand Prize Winner(s) may be required to present his or her Social Security Number to sponsors upon request. Prizes will be considered income if over \$600 in total value combined from all prize winnings in one year.**
16. Grand Prize Winner(s) may be required to submit valid identification to the sponsors and to execute an affidavit of eligibility and a liability release and a publicity release, where legally permissible, prior to

being awarded the grand prize or any component thereof. If a Grand Prize Winner fails to submit any such information, as requested, such Grand Prize Winners will be disqualified and a new one may be selected from the alternates.

17. Releasees assume no responsibility or liability for damages, losses or injuries resulting from use of or acceptance of any component of the grand prize. In consideration for winning the grand prize, Grand Prize Winner(s) agree to release all releases from any and all liability for claims, actions or proceedings for injuries (including personal injury or death) or damages sustained in connection with the receipt, ownership or use of any component of the grand prize, or while traveling to, preparing for or participating in any grand prize or contest related activity, except as otherwise limited by applicable law.
18. The sponsors reserve the right, in their sole and absolute discretion, to interpret compliance with the letter and intent of these rules, and to disqualify any entrant deemed to have violated these rules or to have filled out any application or submitted any entry materials incorrectly, incompletely, or untruthfully at any time prior to the distribution of the grand prize or any of its components.
19. Releasees, advertising and promotion agencies, judging agencies and their immediate assigns are not responsible for:
 - a. Problems associated with radio transmission, satellite transmission, or phone lines that are beyond the control of sponsors. This includes, but is not limited to: telephone disconnects, operator interference, cellular interference, technical or atmospheric conditions that disrupt the completion of any phone call, and technical difficulties which may prohibit the transmission of their radio signals to all or limited geographic areas during the playing of the contest;
 - b. Failures of computer hardware, software, or similar systems;
 - c. Typographical errors in any on-air presentation and/or printed materials relating to the contest;
 - d. Cancellations, postponements, or delays of any kind, including but not limited those relating to the contest, the grand prize, or any components of the grand prize;
 - e. Breaking news, a natural disaster, an act of God, war, or terrorism that make it inadvisable, illegal, impossible, or impractical, in the sponsor' sole discretion to conduct the contest or any part thereof or otherwise perform under these contest rules.

Any attempt by an entrant to tamper with the proper administration of the contest will disqualify the entrant and may result in the discontinuation of the contest. All decisions are made by the sponsors in their sole discretion, and are final.

The complete set of rules is available on all West Virginia Radio Corporation station websites and posted at all studio locations. Official rules supersede all other published editions.

These Contest rules shall be interpreted in accordance with West Virginia law, without regard to its conflict of laws rules. Any suit, action, or proceeding arising out of or connected with this contest or any prize awarded under these rules, shall be brought in West Virginia and entrants, Semi-Finalists, and Grand Prize Winners specifically consent to jurisdiction and forum in West Virginia.

[UPDATED: MAY 2019]