

## 94.7 WQDR General Contest Rules

*Revised as of September 24, 2020*

Carolina Media Group, Inc. (the “Company”) may, from time-to-time, conduct various contests and sweepstakes in connection with radio station 94.7 WQDR (each, a “Contest”). By entering into any Contest, entrants agree to be bound by these General Contest Rules and by any applicable Specific Rules (as defined below).

Specific details for each Contest (the “Specific Rules”), including entry procedures, additional eligibility restrictions, the extent, nature, and value of prizes, contest deadlines, and time and means of selection of winner(s) may vary from Contest to Contest and will be disclosed on air or in writing on the station’s website. In the event of any conflict between these General Contest Rules and the Specific Rules, the Specific Rules shall control. The General Contest Rules and the Specific Rules are collectively referred to herein as the Contest Rules.

Specific Rules for “New Year, New You” – 1/25/21 – 2/19/21

Listen weekdays starting 2/1/21 at approx. 8:11a, 10:11a, 12:11p, and 4:11p. You’ll instantly score a certificate for a free Smoothie King Smoothie and be entered to win the GRAND PRIZE that includes a Peloton Bike, Peloton shoes, weights, headphones, a heart monitor, and a 12-month Peloton App membership! (Peloton Bike and prize package provided by Curb Records) You may also enter at 10 Smoothie King Locations. A list of locations can be found at [947qdr.com/NewYou](http://947qdr.com/NewYou).

You may also enter the contest early (1/25/21 – 1/29/21) at 10 Smoothie King Locations. Locations can be found at [947qdr.com/NewYou](http://947qdr.com/NewYou). One entry from each Smoothie King Location will be added to the On-Air Qualifiers for a chance to win the Grand Prize Package.

Grand Prize winner will be randomly selected and announced on-air Monday February 22<sup>nd</sup>. Winner will be contacted by phone & email.

1. **GENERAL:** NO PURCHASE NECESSARY. Making a purchase will not increase your chances of winning. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. The Contest is governed by all applicable federal, state, and local laws and regulations. By entering, entrants agree to comply with all applicable law and the Contest Rules, and entrants agree to abide by all decisions of the Company.
2. **ELIGIBILITY:** The Contest is open only to legal U.S. residents residing in North Carolina and/or Halifax, Mecklenburg and Brunswick counties Virginia who are 18 years old or older at the time of entry. Limit one winner per household. Limit one winner per immediate family. Employees and contractors of the Contest Parties (as defined below) and members of their immediate families are not eligible. The term “immediate families” includes spouses, grandparents, parents, siblings, children, and grandchildren, whether as “in-laws,” or by current or past marriage(s), adoption, or other family extension, and any other persons residing at the same household whether or not related. The term “Contest Parties” means the Company, any and all sponsors or co-sponsors of the Contest, prize providers for the Contest and the respective owners, parent entities, subsidiary entities, and affiliates (including affiliated broadcast stations and other program distributors) of each and all of the foregoing. No groups, clubs, or organizations may participate in the Contest or reproduce or distribute any portion of the Contest Rules to their members. Proof of age, identity, and eligibility must be furnished to Company upon request. All information provided as part of an entry must be complete and accurate. Company will not award a prize to anyone not meeting eligibility requirements at the time of entry. Individuals who have won a Contest in the past 30 days are not eligible. Company reserves the right to disqualify any entrant if the Contest Rules are not followed.

3. **HOW TO ENTER:** The Specific Rules govern entry procedures and contest deadlines for each Contest. Any time deadlines in the Specific Rules refer to Eastern Time zone. To be valid, an entry must be received during the Contest entry period specified in the Specific Rules. Company may not verify receipt of entries. Entries become property of Company and will not be returned. Company is not responsible for entries that are lost, late, misdirected, incomplete, incomprehensible, illegible, damaged, undeliverable, or delayed. Photocopied and mechanically generated entries that are detected as such are void. Entries generated by any automated means and detected as such are void. In the event of a dispute, electronic entries and other entries requiring the identification of an e-mail address or social media account will be deemed to have been submitted by the authorized account holder of the e-mail address or social media account (as applicable) at the time of the entry. The authorized account holder is the person to whom the applicable internet service provider or other organization (such as a business or educational institution) has assigned the e-mail address or social media account. An online entrant must have a valid e-mail address or valid social media account, as applicable. For call-in-to-win Contests, if entrants are listening to an on-line stream, such entrants may be at a disadvantage as the on-line stream may be delayed from the over-the-air broadcast. For any materials that an entrant submits to the Contest Parties in connection with the Contest ("Entry Materials"): (a) the entrant must own or control all rights in the Entry Materials; (b) the entrant represents and warrants that the Entry Materials do not violate trademark, copyright, privacy, publicity or any other rights of any other person or applicable laws; (c) the entrant grants to Contest Parties and their respective agents and licensees a perpetual, nonexclusive, worldwide, royalty free license to use, copy, print, display, store, maintain, reproduce, modify, publish, post, transmit and distribute the Entry Materials by any means and media now known or hereafter developed throughout the universe; (d) the Entry Materials may not include personally identifiable information for any person under the age of 18; and (e) such material may not contain expressions of hate, malice, racism, misogyny, abuse, offensive images or conduct, animal cruelty, lewd, indecent, pornographic, or obscene content, or is otherwise distasteful or inappropriate or any material that could give rise to any civil or criminal liability under applicable law or regulations.

ALL DATES AND TIMES ARE SUBJECT TO CHANGE IN THE EVENT OF TECHNICAL ISSUES OR HUMAN ERROR AFFECTING THE ENTRY PROCESS, OR IN THE EVENT OF BREAKING NEWS OR NATIONAL OR LOCAL EMERGENCY OR CONDITION THAT IS OF GREATER PUBLIC IMPORTANCE, IN COMPANY'S SOLE DISCRETION, THAN THE TIMELY OR PRECISE EXECUTION OF THE CONTEST.

4. **HOW TO WIN:** The Specific Rules govern the means of selection of the Contest winner. In general, winners will either be randomly selected by Company or its agent(s) or selected by Company or its agent(s) based on skill, subjective judgment, or other means at the Company or its agent(s)'s discretion. The selected winners will be notified, in Company's sole discretion, either by phone, email, and/or mail based on the contact information provided in the entry or by other method in Company's sole discretion. Company is not responsible for incomplete, incomprehensible, illegible, or out-of-service contact information. Winner must respond to such notification by contacting the Company, as described in the notification, within 30 days after the notification is sent by Company (or within a shorter period of time if such shorter period of time is communicated to winner in the notification), or the winner will be subject to disqualification, in which case the prize will be forfeited, and an alternate winner will be selected from among the remaining eligible entries, time permitting, in Company's sole discretion. Winner, and winner's guest(s), if applicable, may be required to sign and return, prior to receipt of prize, appropriate forms and/or documentation, including without limitation, valid, government-issued photo identification, any documents necessary to transfer to Company any intellectual property rights (e.g., copyright, trademark, etc.) in the Entry Materials, an affidavit of eligibility, releases, IRS W-2, etc. Failure to sign and return such forms and/or documentation within the requisite timeframe may result in disqualification of the winner and forfeiture of the prize.

5. **PUBLICITY RELEASE:** Entry in the Contest constitutes each entrant's irrevocable consent, license, and authorization for Contest Parties and their respective agents and licensees to use, publish, reproduce, and distribute, for all purposes, including publicity, promotion, merchandising, and advertising, in any media (including without limitation, the Internet, television, radio, or offline, whether now known or developed in the future), each entrant's name, city, photographs, images, likeness, biographical materials, voice, comments, feedback, suggestions, writing, ideas, and statements to the extent provided by or on behalf of entrant to any Contest Party, each in perpetuity without further compensation, credit or right of review or approval.
6. **PRIZES:** If by reason of printing or other error, more prizes are claimed than the number of prizes set forth in the Specific Rules, or if there is a tie, a random drawing will be held to award the advertised number of prizes in the relevant category. Under no circumstances will more than the advertised number of prizes be awarded. All charges, fees, and costs not specifically included in the prize descriptions in the Specific Rules, 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. Prizes are non-transferable by winner. No cash redemption or prize substitution allowed by prize winner(s). Company reserves the right to substitute a prize or prize component of equal or greater value in the sole discretion of Company if the prize, or any component thereof, is unavailable for any reason. Company shall have the option, in its sole discretion, to require a winner to claim his/her prize in person or to send the respective prize to the winner via postal mail or other delivery agent or service. The Contest Parties are not responsible for lost, late, stolen, misdirected, delayed or damaged prizes. The respective intended prize recipient shall bear all risk of loss or damage to his/her prize after it has been directed to such intended recipient via postal mail or other delivery agent or service.
7. **ODDS OF WINNING:** For Contests for which the winner(s) will be randomly selected by Company, the odds of winning depend upon the number of eligible entries received during the Entry Period. For Contests for which the winner(s) are selected on the basis of skill, subjective judgment, or other non-random means, there are no "odds of winning."
8. **TERMS AND CONDITIONS; LIMITATION OF LIABILITY:** Any attempt by an entrant or other party to tamper with the proper administration of the Contest 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 Contest. In a Contest involving members of the general public casting votes as part of the winner selection process, Company reserves the right to identify voting anomalies and irregularities and to take no action or to take action such as but not limited to disqualifying, or reducing the number of votes for, any entry affected by such anomaly or irregularity. WINNERS AND ENTRANTS (ON BEHALF OF THEMSELVES AND THEIR REPRESENTATIVES, HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, OR ANY OTHER PERSON OR ENTITY CLAIMING BY OR THROUGH SUCH WINNERS AND ENTRANTS) AGREE, EXCEPT WHERE PROHIBITED BY LAW, TO RELEASE AND DISCHARGE, HOLD HARMLESS AND INDEMNIFY THE CONTEST PARTIES AND ALL OTHERS ASSOCIATED WITH THE DEVELOPMENT AND EXECUTION OF THE CONTEST AND EACH OF THEIR DESIGNEES, AGENTS, SUCCESSORS, ASSIGNS, LICENSEES, AND LICENSORS (INCLUDING ADVERTISERS, ADVERTISING AGENCIES, PROMOTIONAL OR PUBLICITY AGENCIES, PRODUCTION COMPANIES, AND DISTRIBUTORS) AND THE RESPECTIVE OWNERS, PARENT ENTITIES, SUBSIDIARY ENTITIES, AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, CONTRACTORS, PARTNERS, REPRESENTATIVES, AND ATTORNEYS OF EACH AND ALL OF THE FOREGOING, FROM AND AGAINST ANY AND ALL LIABILITIES, OBLIGATIONS, CLAIMS, DEMANDS, ACTIONS, SUITS, DAMAGES, EXPENSES, COSTS (INCLUDING ATTORNEYS' FEES), LOSSES, OR FOR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, RESULTING FROM ANY EXISTING OR FUTURE CLAIMS

OF ANY KIND UNDER ANY THEORY UNDER THE LAW, WHETHER COMMON, CONSTITUTIONAL, STATUTORY, OR OTHER, OF ANY JURISDICTION, FOREIGN OR DOMESTIC, WHETHER IN LAW OR IN EQUITY, WHETHER KNOWN OR UNKNOWN, BY REASON OF ANY AND ALL MATTERS ARISING DIRECTLY OR INDIRECTLY OUT OF OR IN CONNECTION WITH THE CONTEST, INCLUDING ANY TAX LIABILITY THAT MAY BE IMPOSED OR ASSOCIATED WITH THE RECEIPT, OWNERSHIP, POSSESSION, OR USE/MISUSE OF THE PRIZES, LIABILITIES OR INJURIES WHILE TRAVELING TO, PREPARING FOR, PARTICIPATING IN ANY CONTEST-RELATED OR PRIZE-RELATED ACTIVITY, AND ANY USE OF THE ENTRY MATERIALS OR OTHER RIGHTS GRANTED AND AUTHORIZED HEREUNDER. The Contest Parties are not responsible for any printing, typographical, mechanical, or other error in the printing of the offer, administration of the Contest, or in the announcement of the prize. Company retains the discretion to make all decisions regarding the interpretation and application of the Contest Rules. All decisions of Company are final and discretionary. In the event the selected winner(s) of the prize are/is ineligible or refuse(s) the prize, or if the selected winner fails to timely claim the prize, the prize may be forfeited and Company, in its sole discretion, may randomly select an alternate winner from remaining entries (time permitting), or may elect not to award such prize to an alternate winner, where permitted. 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). These Contest Rules supersede all other published editions. COMPANY RESERVES THE RIGHT TO CHANGE, ALTER, OR AMEND THESE CONTEST RULES AS NECESSARY, IN ITS SOLE DISCRETION, TO ENSURE THE FAIR ADMINISTRATION OF THE CONTEST OR TO COMPLY WITH APPLICABLE LAW. WITHOUT LIMITATION, THE COMPANY RESERVES THE RIGHT TO MODIFY, EXTEND, SUSPEND, OR TERMINATE THE CONTEST IN WHOLE OR IN PART IN ITS SOLE DIRECTION BASED ON UNFAVORABLE LISTENER RESPONSES, LACK OF ANTICIPATED INTEREST, OR FEWER THAN ANTICIPATED ENTRANTS.

9. **FORCE MAJEURE, DISCLAIMER/INTERNET:** If, for any reason, the Contest 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, pandemic, or any other causes beyond the control of the Company which corrupt or affect the administration, security, fairness, or integrity of the Contest, the Company reserves the right, in its discretion, to disqualify any individual it believes has tampered with the entry process and/or cancel, terminate, modify, or suspend the Contest and to select winner(s) from eligible entries received as of the termination date. Company may prohibit an entrant from participating in the Contest if Company determines that said entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices, or intending to abuse, threaten, or harass other entrants. Any attempt by a participant to deliberately damage any website or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, Company reserves the right to seek damages from any such participant to the fullest extent of the law. The Contest Parties (a) 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; (b) are not responsible for any problems relating to, or technical malfunction of, any communications network or lines, 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 Company on account of technical problems, human error, or traffic congestion of any communications system on the Internet, or at any website, or (c) 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 Contest. COMPANY MAKES NO WARRANTY, GUARANTEE, OR REPRESENTATION OF ANY KIND CONCERNING ANY PRIZE, AND COMPANY SPECIFICALLY DISCLAIMS ANY

IMPLIED WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS, AND ANY OTHER IMPLIED WARRANTY.

10. **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 THE CONTEST, SHALL BE RESOLVED EXCLUSIVELY BY ARBITRATION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION THEN EFFECTIVE, AND ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED BY ENTRANT WITH REGARD TO THE CONTEST, BUT IN NO EVENT ATTORNEYS' FEES, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES. All issues and questions concerning the construction, validity, interpretation, and enforceability of the Contest Rules, or the rights and obligations of entrants and Company in connection with the Contest, shall be governed by and construed in accordance with the laws of the State of North Carolina, without giving effect to any choice of law or conflict of law rules or provisions (whether of North Carolina or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than North Carolina. Arbitration in Wake County, North Carolina, shall be the exclusive forum and venue for any dispute relating to the Contest Rules and for this Contest. If arbitration is prohibited, then and in such event, the courts of North Carolina in Wake County shall be the exclusive forum for any dispute relating to the Contest Rules and/or this Contest. All entrants and winners agree, by their participation in the Contest, to submit to the personal jurisdiction of the courts of North Carolina in Wake County. The invalidity or unenforceability of any provision of the Contest Rules shall not affect the invalidity or unenforceability of any other provision so long as the general intent of the Contest Rules remains in effect. In the event that any such provision is determined to be invalid or otherwise unenforceable, the Contest Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Notwithstanding the foregoing, in the event that any release in these Contest Rules is determined by a court of competent jurisdiction to be invalid or void for any reason, the entrants agree that, by entering the Contest, (a) any and all disputes, claims, and causes of action arising out of or in connection with the Contest, or any prizes awarded, shall be resolved individually without resort to any form of class action; (b) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorneys' fees; and (c) under no circumstances will any entrant, including winners, be permitted to obtain any award for, and each entrant, including each winner, hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses.
11. **LIST OF WINNERS:** For a list of the winners' names for a particular Contest, mail a self-addressed stamped envelope within sixty (60) days of the completion of the Contest to 94.7 WQDR Carolina Media Group, Inc. at 3012 Highwoods Blvd Ste 201 Raleigh NC 27604 and include the name of the particular Contest.
12. **CONTEST SPONSOR:** Except as may be provided in the Specific Rules, 94.7 QDR Carolina Media Group, Inc. is the sole sponsor of the Contest. For Contests that require posting or other interactions with social media or other third-party platforms, such as Instagram or Facebook, the Contest is in no way sponsored, endorsed, or administered by, or associated with such third-party(ies).