

## Power Of Plants Sweepstakes

### Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN.

**1. HOW TO ENTER:** Beginning at 12:00:00 am Eastern time ("ET") on Monday, May 3, 2021 and ending at 11:59:59 pm ET on Sunday May 9, 2021 (the "Sweepstakes Period") you can enter the POWER OF PLANTS SWEEPSTAKES (the "Sweepstakes") as set forth herein. THERE IS A LIMIT OF ONE ENTRY PER DAY PER PHYSICAL ADDRESS, E-MAIL ADDRESS, MOBILE PHONE NUMBER OR PERSON DURING THE ENTIRE SWEEPSTAKES PERIOD. The Sweepstakes is sponsored and administered by Compass Media Networks, New York (HQ)

150 Purchase Street, Suite 11, Rye, NY 10580. The Sweepstakes is subject to these official rules. By participating, entrants agree to be bound by these official rules and the decisions of Teshmedia, which shall be final and binding in all respects. This is a national multi-market sweepstakes in which all entrants will compete with other entrants, including the listeners of multiple radio stations in multiple markets throughout the United States during the time period of the Sweepstakes. To enter the Sweepstakes, go to [www.tesh.com](http://www.tesh.com) and follow the links and instructions to complete all requested fields on the entry form, including a valid email address, for a chance to win a \$100 1-800-FLOWERS gift card as described in more detail in Section 5 of these official rules. Entrants will have the option to enter a story about a person they are thankful for on the entry form. The content of the story will not affect or increase your odds of winning. Do not submit a story if you do not want your story to potentially become public. No responsibility is assumed by Teshmedia or Compass Media Networks for any technical malfunctions that may occur. Any method of entry other than the foregoing is void and will not be honored. Only one (1) entry daily per physical address, e-mail address, mobile phone number, or person is allowed for the entire Sweepstakes Period. If multiple entries are received from the same physical address, e-mail address, mobile phone number, or person, only the first entry per day received from that physical address, e-mail address, mobile phone number, or person will be accepted for the Sweepstakes. No mechanically or electronically reproduced entries are allowed. The use of automatic devices for entry is not valid and may result in disqualification. You must complete and submit all required information to be eligible to enter to win. Compass Media Networks and Teshmedia are not responsible for entries not received due to difficulty accessing the Internet, service outage or delays, computer difficulties or other technological glitches or for incomplete, illegible, corrupted, or untimely entries, which will be voided and disqualified. All entries will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry. The authorized account holder is the natural person who is assigned to the e-mail address by an Internet access provider, online service provider or other organization that is responsible for assigning the e-mail address or the domain associated with the submitted e-mail address. All entries submitted become the sole property of Teshmedia and will not be acknowledged or returned. Proof of submission of an entry shall not be deemed proof of receipt by Teshmedia. Teshmedia's computer is the official time keeping device for the Sweepstakes. Potential winners may be required to show proof of being the registered user of an account. Entries specifying an invalid, nonworking or inactive e-mail address will be disqualified and ineligible to win. Entries must be received no later than 11:59:59 pm PT on Sunday May 9, 2021 in order to be eligible for a chance to win.

**2. ELIGIBILITY:** The Sweepstakes is open to all legal residents of the 48 contiguous United States and the District of Columbia, eighteen (18) years of age or older at the time of entry. Employees, officers and directors (including their families and persons residing in the same household) of Teshmedia and Teshmedia's members, parents, subsidiaries, and affiliated companies, affiliate radio stations or their licensees, promotional agencies, independent contractors, program suppliers and advertising agencies are ineligible to enter or win the Sweepstakes (such persons, collectively, "Ineligible Parties" and individually, each, an "Ineligible Party"). The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and void where prohibited. Teshmedia reserves the right to verify the eligibility of any entrant.

**3. RESTRICTIONS:** Teshmedia and Compass Media Networks and its parent organizations, subsidiaries, affiliates, officers, directors, shareholders, agents, representatives, employees, local radio station affiliates or their licensees, promotional agencies or independent contractors (the "Sponsoring Entities") are not responsible for late, lost, misdirected, incorrectly addressed, incomplete, undeliverable or destroyed entries, or for any: (i) hardware or software failures of any kind, (ii) lost or unavailable network connections, (iii) failed, incomplete or garbled computer or telephone transmissions, (iv) typographical or system errors and failures, (v) faulty transmissions, or (vi) problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, or computer equipment. The Sponsoring Entities are not responsible for any typographical or other errors in the offer or administration of the Sweepstakes, including, but not limited to, errors in the printing or posting of the offer or official rules, the selection and announcement of each Winner, or the distribution of any prize. In addition, the Sponsoring Entities are not responsible for any entry not received by Compass Media Networks on account of technical problems or traffic congestion on the Internet, or at any website participating in the Sweepstakes, or any combination thereof, including, without limitation, any injury (including personal injury) or damage to entrant's or any other person's personal property (e.g., computer) related to or resulting from playing the Sweepstakes (or downloading any material for the Sweepstakes) or other telecommunications malfunctions which may limit an entrant's ability to participate. Teshmedia and Compass Media Networks may prohibit you from participating in the Sweepstakes or winning a prize, if, in its sole discretion, it determines you are attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, engaging in deception or other unfair playing practices, or intending to annoy, abuse, threaten or harass any other players or representatives of the Sponsoring Entities. If the Sweepstakes is not capable of running as planned for any reason including, without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, or any other causes beyond the control of Teshmedia and Compass Media Networks, that corrupts or affects the administration, security, fairness, integrity or proper conduct of the Sweepstakes, Teshmedia and Compass Media Networks reserve the right at their sole discretion to void any suspect entries and/or cancel, terminate, modify or suspend the Sweepstakes without prior notice or obligation to any entrant or other third party. In the event the Sweepstakes is suspended, terminated or canceled, winners may be randomly selected from all eligible entries received up to the date of such suspension, termination or cancellation. ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE PARTICIPATING IN THE SWEEPSTAKES (INCLUDING [WWW.TESH.COM](http://WWW.TESH.COM)) OR THE WEBSITE OF ANY PARTICIPATING LOCAL RADIO STATION AFFILIATE) OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, Teshmedia and Compass Media Networks RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. Entrants are required to provide truthful information and Teshmedia and Compass Media Networks will reject and delete any entry that it discovers to be false or fraudulent. Teshmedia and Compass Media Networks will disqualify any entry from individuals who do not meet the eligibility requirements and Teshmedia and Compass Media Networks will also delete any entry received from persons under the age of 13 in compliance with the Children's Online Privacy Protection Act.

**4. SELECTION OF WINNERS (5):** All qualifying entries in the Sweepstakes (limited to one (1) entry daily per physical address, e-mail address, mobile phone number or person) will be entered into one random prize drawing. Five (5) potential winners, pending verification of eligibility and compliance with these official rules (each, a "Winner") will be selected by Compass Media at random on or around Monday, May 10, 2021, from all eligible entries received during the Sweepstakes Period. The decision of Compass Media Networks is final and binding in all respects. Each Winner will be notified by email and/or phone. If Compass Media Networks is unable to contact a Winner after a reasonable effort has been made during three (3) days after the first notification attempt, or any prize notification is returned as undelivered, such Winner may be disqualified and an alternate potential Winner selected (and an alternate to the alternate as many times as may be necessary). Any prize will be awarded subject to verification of eligibility and compliance with these official rules and as long as all qualifications relating to the Sweepstakes are met. If any Winner has not obtained the age of majority in his or her state of residence, then the prize will be awarded to that Winner's parent or legal guardian (as determined by Teshmedia in its sole discretion). Odds of winning are based upon the total number of eligible entries received. This is a national multi-market sweepstakes in which all entrants will compete with other entrants, including the listeners of multiple radio stations in **multiple markets** throughout the United States during the Sweepstakes Period.

**5. PRIZES (5):** Five (5) Winners will each receive one (1) One Hundred Dollar (\$100) 1-800-FLOWERS gift card (each, referred to as a "prize") (ARV of all five cards to be awarded during the Sweepstakes: \$500). No portion of the prize can be redeemed for cash value, used in conjunction with any other promotion, or transferred. No substitution or transfer of prize is permitted. 1-800-FLOWERS gift cards are subject to standard terms and conditions. Lost, mutilated or stolen gift cards will not be replaced. Refer to the 1-800-FLOWERS gift card for applicable terms and conditions.

**6. WINNER NOTIFICATION; CONDITIONS:** Each Winner will be notified by phone and/or e-mail. By entering the Sweepstakes, entrants are agreeing they meet the eligibility requirements stated in these official rules and they are not an Ineligible Party as that term is defined in Section 2 of these official rules. Each Winner will be required to sign and return, as applicable, an affidavit of eligibility and a liability release provided by the Parties within three (3) days of notification and, as may be required, at Teshmedia's discretion, to complete and sign other forms pertaining to the Sweepstakes before the prize is awarded. In the event any such signed forms are not received by Teshmedia within the specified time period, Teshmedia reserves the right to choose an alternate winner by random selection. The affidavit of eligibility and the liability release serve to, among other things, confirm eligibility and release the Sponsoring Entities from any and all harm, injury or liability of any kind that may result in connection with participation in the Sweepstakes, the acceptance, use, misuse, possession, loss or misdirection of the prize or any typographical or other error in the printing, offering or announcement of any prize. If a Winner is deemed a minor in his/her state of residence, the prize will be awarded in the name of his/her parent or legal guardian. Any person winning over \$600.00 in prizes from Compass Media Networks will receive an IRS Form 1099 from Compass Media Networks for the calendar year in which the prize(s) is awarded and a copy of such form will be filed by Compass Media Networks with the IRS. All federal, state, and local taxes and any expenses not expressly provided for in these official rules are solely the responsibility of the Winners. Except where prohibited by law, each Winner's entry and such Winner's acceptance of the prize constitutes such Winner's permission to the Sponsoring Entities to use such Winner's name, photograph, likeness, statements, biographical information, voice, and address (city and state) for advertising and promotional purposes worldwide and in all forms of media, in perpetuity, without further compensation and is deemed a certification that such entrant meets the eligibility requirements of the Sweepstakes as listed in these official rules and is not an Ineligible Party. BY ENTERING THE SWEEPSTAKES, PARTICIPANTS RELEASE AND HOLD HARMLESS THE SPONSORING ENTITIES FROM ANY AND ALL LIABILITY OR ANY INJURIES, LOSS OR DAMAGE OF ANY KIND ARISING FROM OR IN CONNECTION WITH THE SWEEPSTAKES OR ANY PRIZE WON. Entrants agree that all entries become the property of the Sponsoring Entities and none will be acknowledged or returned. The Sponsoring Entities and their designees shall have the perpetual, worldwide right to edit, publish, and use the entries in any way and in any media for trade, advertising, promotional, and/or other purposes as Teshmedia and its designees may determine without further consideration to entrants or any third party.

**7. BINDING NATURE OF OFFICIAL RULES; WAIVER OF CLAIM OF AMBIGUITY:** The Sweepstakes are subject to these official rules. By participating, entrants agree to be bound by these official rules and the decisions of Teshmedia and waive any right to claim ambiguity in the Sweepstakes or these official rules. Teshmedia reserves the right to modify these official rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes. If due to circumstances beyond the control of Teshmedia, any competition or prize-related event is delayed, rescheduled, postponed or cancelled, Teshmedia reserves the right to cancel or modify the Sweepstakes.

**8. SWEEPSTAKES PROVIDED "AS IS":** WINNERS AND ENTRANTS AGREE THAT THE SPONSORING ENTITIES SHALL NOT BE RESPONSIBLE OR LIABLE FOR, AND WINNERS AND ENTRANTS AGREE TO RELEASE THE SPONSORING ENTITIES FROM, LOSSES, DAMAGES, OR INJURIES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING FROM PARTICIPATING IN THE SWEEPSTAKES OR SWEEPSTAKES-RELATED ACTIVITY INCLUDING, BUT NOT LIMITED TO, THE ACCEPTANCE/POSSESSION AND/OR USE/MISUSE OF ANY PRIZE AND/OR ANY INJURY OR DAMAGE TO ENTRANT'S OR THIRD PERSON'S PROPERTY RELATED TO OR RESULTING FROM ANY PRIZE OR ANY PART OF THE SWEEPSTAKES. BY PARTICIPATING IN THE SWEEPSTAKES, ENTRANTS AGREE THAT SPONSORING ENTITIES WILL HAVE NO LIABILITY WHATSOEVER FOR, AND THAT ENTRANT SHALL HOLD SPONSORING ENTITIES HARMLESS AGAINST, ANY LIABILITY FOR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. BY PARTICIPATING IN THE SWEEPSTAKES, PARTICIPANTS AGREE THAT SPONSORING ENTITIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, WHETHER OR NOT FORESEEABLE, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF INTERNET WEBSITES USED IN THE SWEEPSTAKES ([WWW.TESH.COM](http://WWW.TESH.COM), AND THE WEBSITE OF ANY PARTICIPATING LOCAL RADIO STATION AFFILIATE) OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM THE AFOREMENTIONED SITES. WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THE SWEEPSTAKES, INCLUDING ANY WEBSITES USED IN CONNECTION THEREWITH AND ANY PRIZE AWARDED HEREUNDER, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY THE SPONSORING ENTITIES. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

**9. STORY SUBMISSION GUIDELINES:** The content of a story will not affect or increase your odds of winning. If your story is selected, Teshmedia and Compass Media Networks are not obligated to use, publish or display your submission any particular number of

times or at all. By submitting a story, you represent and warrant that: (i) the submission is original, that you have all rights to the submission; (ii) the submission does not and will not violate any law, statute, ordinance or regulation; (iii) the submission is free and clear of any and all liens or claims with respect to the use of the submission in the manner authorized herein, (iv) the submission does not infringe upon or violate the intellectual property rights of any third party and will not give rise to any claims of infringement, invasion of privacy or publicity, or infringe on copyrights, trademarks, patents or other intellectual property rights or any rights or interests of any third party, or give rise to any claims for any payment whatsoever; and (v) the submission is not and will not be defamatory, disparaging, libelous, pornographic or obscene. Submissions that are not in compliance with these guidelines will be considered "ineligible submissions" and will not be considered. Submissions will not be returned and receipt of submissions will not be acknowledged.