

## CONTEST NAME: "Play of the Day"

### SPECIFIC CONTEST RULES

Effective March 14, 2016 to May 6, 2016

#### Participating Radio Station(s)/Website Address(s)/Studio Address(s):

WUZZ/WUUZ-FM 900 Water Street, Meadville, PA 16335, [www.mywuzz.com](http://www.mywuzz.com) and Phone # 1-800-397-9633

WGYY 900 Water Street, Meadville, PA 16335, [www.froggyfun.com](http://www.froggyfun.com), Phone # 1-800-243-3429

WXMJ/WHMJ-FM 900 Water Street, Meadville, PA 16335, [www.mymajicspace.com](http://www.mymajicspace.com) and

Phone #: 1-800-432-9933

WGVI 1243 Liberty Street 5<sup>th</sup> floor, Franklin, PA 16323, [www.froggyfun.com](http://www.froggyfun.com), Phone # 1-800-243-3429

**Declared Value of Prize(s): 4 Day 3 Night Trip for 2 people to Hawaii including airfare -  
Grand Prize Package valued at \$3,000.00.**

Forever Media, Inc. through its Participating Radio Station(s), in conjunction with various sponsor(s) and/or prize provider(s) (collectively, "Forever") is conducting a contest named as set forth above ("Contest"). Forever may air contest(s) from time to time which are conducted by Forever's advertisers and other organizations that are not, sponsored or endorsed by, and/or for which, neither Forever, nor its radio stations, participate ("Non-Forever Contest(s)"). For any Non-Forever Contest(s) please refer to the contest rules of the Non-Forever Contest Sponsor. Forever assumes no liability or responsibility in whole or in part for any Non-Forever Contest(s).

1) No purchase or payment necessary. Void where prohibited or restricted by law. Contestant(s) may only qualify one time during this promotion and only one qualifying contestant per household is permitted ("Participant(s) or singularly Participant"). Must be 21 years of age or older to enter. ONE ENTRY per Participant. Any duplicate entries will disqualify ALL entries by that Participant(s).

2) Beginning Monday March 14, 2016 through Friday May 6, 2016, Forever's, Participating Radio Station(s), will be giving away a 4 day, 3 night trip to Hawaii for two people including airfare, provided by Sun & Fun Media ("SFM") with a Declared Value of \$3,000.00 ("Grand Prize"). The Grand Prize is not transferable. If the Winner declines the Grand Prize, there will not be any alternate prize available in substitution and the Grand prize will not be re-awarded and becomes the property of Forever.

- Beginning Wednesday March 2, 2016 Participants can pick up an official Play of the Day calendar game piece at Contest Sponsor locations or the applicable Studio Address(s). The object of the Contest is to listen at specific hours on select Participating Stations daily for the song designated as the Play of the Day. The song to be played, which stations and hour to be played will all be set forth on the official Play of the Day calendar game piece. When the Play of the Day is aired, the 10<sup>th</sup> caller to the select Participating Station phone line will qualify for the Grand Prize Drawing.
- All daily qualifying Participants will then be invited to attend the Grand Prize drawing event to be held on Saturday May 14, 2016 at Wilhelm Winery in Hadley PA, where they will be verified and registered to participate in a reverse drawing whereby each qualified Participant will be eliminated in successive drawing until one last qualifying Participant remains, who will then be the Grand Prize Winner.
- Grand Prize travel arrangements and all related paperwork will be provided and made through Sun & Fun Media. Restrictions and blackout dates may apply. You must be 21 or older to reserve the trip and/or to travel. No pets. Travel arrangements must be booked through Sun & Fun Media at least 120 days before your scheduled trip. It is strongly recommended that the trip request be made as early as possible after award. All reservations are on a first come first served basis and are subject to availability. Not valid for group travel, two or more SFM vacations cannot be booked concurrently or consecutively.
- The grand prize winner is responsible for completing all required paperwork concerning the delivery of prize. The Grand Prize Winner is responsible for any additional expenses beyond the specifics detailed within the Grand Prize specifically; transportation to and/or from the airport and/or hotels, hotel and sales taxes, tips, meals, telephone, rollaway beds, cribs, safe, parking, and any other incidentals are not included items. Winners have 30 days from date of winning to claim prizes. If the Grand Prize are not claimed and/or collected within 30 days of the first notification they shall remain the property of Forever.
- No substitutions permitted. The Grand Prize is not valid for resale and not redeemable for cash value.

3) Any questions or comments regarding the operation of the Contest must be made in writing to Participating Radio Station(s) Operations Director at the Studio Address.

4) Please also refer to the Forever General Contest Rules (“General” Rules”) attached below, which apply in conjunction with these Specific Contest Rules.

5) All Contest Rules are subject to change at the sole discretion of the Participating Radio Station(s) at their sole discretion. Forever retains the right to cancel this Contest for any reason at any time.

6) A copy of the official rules governing this Contest as well as Forever’s General Contest Rules are available at the Participating Studio Address and on the Participating Radio Station(s) website address(s). Copies of the rules can be requested by sending a self-addressed stamped envelope to the Studio Address.

## **GENERAL CONTEST RULES**

**For those Radio Stations operated by: Forever Media, Inc. “Forever”**

**Revised and Effective 2/01/2016**

**Please refer to Specific Contest Rules Associated with this Contest**

1. No purchase or payment necessary to enter or win. Purchase or payment will not increase a (“Participants(s)”) chance of winning. Void where prohibited or restricted by law. Forever may air contest(s) from time to time which are conducted by Forever’s advertisers and other organizations that are not, sponsored or endorsed by, and/or for which, neither Forever, nor its radio stations, participate (“Non-Forever Contest(s)”). For any Non-Forever Contest(s) please refer to the contest rules of the Non-Forever Contest(s) Sponsor. Forever assumes no liability or responsibility in whole or in part for any Non-Forever Contest(s).
2. Except as specifically provided, Forever Contests are open to US Residents, 13 years or older. However, eligibility and minimum age requirements may vary depending on the specific contest. Generally, Participant(s) must be at least 21 years of age for all contests associated with alcoholic beverages and/or air travel as Prize(s) and be at least 18 years old for participation in contests for motor vehicles, off road vehicles, or boats as Contest Prize(s), unless otherwise provided in the Specific Contest rules for a Specific Contest. No one under 13 years of age or in debt to Forever Media, will be permitted to enter a contest under any circumstance. Forever will delete and disqualify any entry whether on-line or by other means in compliance with the Children’s Online Privacy Protection Act (“COPPA”), Forever and its affiliated radio stations, Forever’s employees and their immediate families, employees of other broadcast or print media operations within the ADI, or internet media entities, event sponsors, prize providers or advertisers, and their respective immediate families are not eligible to participate or win.
3. Participant(s) can only win one contest prize (“Prize(s)”) per household every 30 days. For Prize(s) valued at over \$150, only one Prize(s) per household every 90 days. For any Prize(s) over \$600, only one Prize(s) per household every 180 days. For on-air Contests, there is no limit as to the number of call-ins or texts a Participant(s) may attempt, however that Participant(s) may only qualify once. If participation is by cellular, text or broadband all standard wireless carrier rates for the Participant(s) carrier will apply, and neither Forever nor its Participating Radio Stations will assume any responsibility for any fees for any communication to or from the Forever or the Participating Radio Stations
4. Winners must execute and return any documentation and release forms required by Forever, in its sole discretion and as applicable to a Contest, within 24 hours of notification by Forever, to Participant(s) provided email address and/or phone number, that they have won the Contest and/or Prize(s). Winners must appear in person with proper positive legal governmental issued photo identification acceptable to Forever, at its sole discretion, to claim any Prize(s) at the applicable Forever Radio Participating Radio Station(s) Studio Address, between 8 am and 5 pm Monday through Friday (excluding holidays) or at a place and time as otherwise designated by Forever, within 10 calendar days, (or sooner for time sensitive Prize(s) or as otherwise required by Forever), or the Prize(s) will be forfeited. Prize(s) may not be claimed by a third party on behalf of a Winner. Forever and its Participating Radio Station(s) reserve the ability at their sole discretion to choose alternate Winner(s) in the event of a disqualification or ineligibility.

5. Except at Forever's sole discretion, Prize(s) will not be mailed out or delivered to winners. Any winner under the age of 18 must be accompanied by a parent or legal guardian, who will be required to sign for the Prize(s).
6. All Prize(s) for which the aggregate value is in excess of \$600 are subject to IRS 1099 reporting at the declared value. Winners are responsible for any applicable federal, state, or local taxes.
7. Participant(s) may be asked to execute an event participation waiver form, at the sole discretion of the Forever Participating Radio Station(s), at any time from initial participation through delivery of the Prize(s) to the Participant(s). Participant(s) must first present positive legal governmental photo identification prior to signing the release form. A Winner will forfeit a Prize(s) or Prize(s) certificate or voucher if not claimed within 30 calendar days of announcement (or as soon as required for time sensitive Prize(s)).
8. Unless determined by Forever, in its sole discretion, no cash equivalent amount will be awarded for any contest Prize(s). Each Prize(s) is expressly limited to the items announced by the Participating Radio Station(s), and does not include taxes gratuities or other potential Prize(s) related expenses. All Prize(s) will have a declared Value which is established by Forever in its sole discretion. All Prize(s) are awarded "AS-IS" without any warranty of any kind and any such warranties are herein affirmatively disclaimed. Any Trip or Event Prize(s) are subject to trip carrier or venue operator rules and restrictions. If an event or trip is cancelled, neither Forever nor its Participating Radio Station(s) will be responsible for that portion of the Prize(s). Acceptance of a trip or event by a Winner constitutes an acceptance by them of the inherent risk of that Prize(s). The Winner assumes such risk completely and will indemnify and hold harmless Forever and its Participating Radio Stations for any resulting damages or claims related thereto.
9. The Forever Participating Radio Station(s) may from time to time work in conjunction with concert promoters and various venues throughout our listening area to provide contestants the opportunity to win tickets and sometimes meet performers backstage as part of a contest or promotion. This opportunity is at all times subject to the sole discretion of the performer and the controlling venue and subject to change at any time. With this in mind, there may be situations where the Forever Participating Radio Station(s) and the promoter and/or the venue cannot be held liable for, including but not limited to: changes to the time, place, method, procedure, or cancellation of the event and or applicable Artist meet and greet sessions at any time.
10. Forever Participating Radio Station(s) and affiliated companies are not responsible for any claims, liabilities, or damages arising out of, or in conjunction with, any Non-Forever Contest(s) any typographical errors in the printing, administration announcement or Prize(s) awarding, nor is Forever responsible for any malfunction of equipment or telephone systems, internet, or email, text or the cost of texting or otherwise transmitting their entry or participation during a Contest. The Forever Participating Radio Station(s) management has the final decision as to the judging, the Winner and at all times retains the right but not the obligation, in regard to all Contest matters including, but not limited to, the ability to, terminate, cancel, postpone, substitute, or modify the Contest, to qualify, disqualify or substitute Participant(s), to award, re-award, rescind award and not to re-award a Prize(s).
11. All telephone calls to the Forever Participating Radio Station(s) Contest lines will be recorded and may be played back on the air for promotional purposes. By playing Contests you give Forever the right to publicize your name, likeness and voice through any medium.
12. In the event of a local, regional or national emergency or power outage, or other event determined at Forever's sole discretion, Contests may be temporarily suspended, modified, or cancelled at the sole discretion of Forever.
13. Odds of winning are determined by the exact number of Participant(s) when each Prize(s) are drawn. Contest void where prohibited or restricted by law.
14. If Participant(s) are listening to the internet stream of a Forever Participating Radio Station(s), they are hereby advised that programming may be delayed affecting real time contest participation. Participant(s) at no time should rely on streamed broadcasts in order to participate.
15. Any person or persons found to be in violation of any Contest rules, gain an unfair advantage, win using fraudulent means or exhibit unsportsmanlike, disruptive, harassing offensive or threatening behavior before, during, or after the respective Contest will be disqualified and any Prize(s) will be forfeited and Forever will reserve the right at its sole discretion to not re-award a Contest Prize(s) for that Contest.
16. Promotions and contests on the Participating Forever Radio Station(s) may be conducted, but not limited to, the following methods: over-the-air, via telephone or text, on location at a business or event, via the Participating Forever

Radio Station(s) website(s), or through social networks (i.e. Facebook, Twitter, and/or Instagram). Multiple Participant(s) are not permitted to share the same email address, social media account or text number. Only the authorized user of the email address social media account or the text number will be considered the Winner in the event of a dispute among multiple Participant(s) from such entries. While reasonable care will be taken, neither Forever nor its Participating Radio Station(s) nor any participating sponsor and/or Prize(s) supplier can be held responsible for the non-delivery, delay or loss of an entry. Contest entries will become the property of Forever and will not be acknowledged or returned.

17. If you are accessing these rules on, or participating in this Contest from, a Forever Participating Radio Station website, you are deemed to have specifically agreed to the Forever website's Terms of Use and to the use of your personal information as described in the Privacy Policy contained on the website. Should Forever or its Participating Radio Station(s) determine that there is any suspected or actual evidence of any fraud that effects the integrity of a Contest conducted in any form and/or through any medium, Forever reserves the right but not the obligation, in its sole discretion to modify, suspend, or terminate the Contest.

18. By participating in the Contest and/or accepting the Prize(s) for to be bestowed from the Contest, the Participant(s) acknowledge that there could be certain considerations and/or risks associated with the Contest and/or the Winning of Prize(s) and further acknowledges that it is the Participant(s) responsibility to abide by all terms of General and/or Specific Contest Rules (as applicable) and exercise any safety precautions associated with Contest participation and/or the Winning of Prize(s). Therefore, for good and valuable consideration the sufficiency of which is hereby acknowledged by the Participant(s) to the Contest, and his or her heirs, agents and assigns agree to hold harmless Forever and its respective radio station(s), affiliates subsidiaries, employees, agents, owners, officers, directors Prize(s) Prize(s) provider(s) and/or sponsor(s), event location operators and their respective assigns from any and/all claims, liabilities, demands, attorney's fees or other unforeseen acts of any kind whatsoever, including but not limited to any restrictions or requirements of providers, of the Contest participation and judging, and/or Winning or awarding of Prize(s), and any other consideration, that may result from, the Contest participation and/or the Winning of Prize(s).

19. By participating in the Contest, all Participant(s) grant Forever the exclusive permission to use their names, characters, images, voices and likenesses submitted content, ideas or other submissions in connection with the Contest and waive any claims to royalty, right or remuneration for such use. Participant(s) also hereby waive any right to inspect or approve the finished copy of any media, broadcast, advertising material and/or any Forever use in connection with this Contest participation and/or Winning of Prize(s). Participant(s) also affirmatively represent that any submissions are their own work and does not infringe on any copyright, trademark or other intellectual right of any other person and will indemnify Forever for any breach of that representation.

***The above General Contest Rules may be amended, supplemented, modified in all or part for a specific radio station or station(s) Events/Contests/Activities from time to time by Forever in its sole discretion. Forever at all times reserves the right to amend/supplement and/or modify these General Contest Rules with specific rules which shall be made available by the Forever radio station as appropriate and in the Forever radio station(s) sole discretion. Listeners' and potential contest Participant(s) are urged to acquaint themselves with these specific contest rules in advance of their participation. Where Specific Contest Rules are in place for a particular event, those Specific Contest Rules shall control over where different from the General Contest Rules.***

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