

## **92.3 THE FAN – OSU FOOTBALL TICKET GIVEAWAY OFFICIAL RULES**

***NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE ENTRANT'S CHANCE OF WINNING.***

### **1. HOW TO ENTER**

a. These rules govern the 92.3 THE FAN – OSU FOOTBALL Ticket Giveaway promotion (the “Promotion”), being conducted by WKRK (the “Station”). The Promotion begins on Thursday, September 8, 2017 and ends on Thursday, September 8, 2017 (the “Promotion Dates”).

b. To participate in the Promotion, entrant may enter on-site Thursday, September 8, 2017 from 6:00pm until 8:00pm Eastern Time (“ET”) (the “Entry Period”) as follows:

i. To enter on-site, you must attend the 92.3 The Fan event to be held at Giant Eagle, 3440 Center Road, Brunswick, Ohio 44212 on Thursday, September 8, 2017 between 6:00 p.m. ET and 8:00 p.m. ET (“Event”). Stop by the 92.3 The Fan registration table to obtain an official entry form (available while supplies last), legibly hand write your first name and last name, complete address, city, state, zip code, telephone number (including area code), and date of birth on an official entry form and place the completed entry form in the dedicated collection box. P.O. Boxes are not permitted. Entries submitted may not be acknowledged or returned. Failure to provide all required information may result in disqualification. At the conclusion of the event, two (2) winners will be selected via random drawing from all eligible entries. Entries submitted may not be acknowledged or returned. Failure to provide all required information will result in disqualification.

c. Limit one (1) entry per eligible person during the Event is permitted. There will be up to a total of (2) two winners selected.

### **2. ELIGIBILITY RESTRICTIONS**

a. The Promotion is open to all persons who are legal U.S. residents 21 years of age or older and who reside in Cleveland area including Lake, Lorain, Medina, Cuyahoga, Geauga, Summit, Stark, Ashtabula Counties in Ohio. Void where prohibited or restricted by law. Employees, officers, directors and agents of Heineken USA, Giant Eagle, the Station, CBS Radio Inc., their corporate affiliates, Station’s advertising and promotional agencies, participating sponsors, prize suppliers, their respective affiliates (collectively, the “Promotion Entities”) and other radio stations in the Cleveland metropolitan area, the members of their immediate families (spouse, parents, siblings or children) and those living in the same household of each (whether related or not), are ineligible to enter or win. This Promotion is subject to all applicable federal, state and local laws and regulations. By participating, entrant agrees to comply with

these Official Rules and the decisions of the Station, which are final and binding in all respects.

b. Listeners are eligible to win a CBS Radio Cleveland Cluster (WNCX, WDOK, WQAL and WKRK) prize valued at \$600.00 or more only once every six (6) months.

c. The winners may be required to present valid government-issued photo identification and must provide their complete address, date of birth and phone number to claim a prize.

d. Entrants are required to provide truthful information and the Station will reject and delete any entry that it discovers to be false or fraudulent. The Station will disqualify any entrant who does not meet the eligibility requirements and will also delete any entry as required by law.

### 3. PRIZES

a. Two (2) Prizes will be awarded in this Promotion. The Prize consists of two (2) tickets (for winner and one guest) to the Ohio State versus UNLV football game at Ohio Stadium, 411 Woody Hayes Drive, Columbus, OH 43210 on Saturday, September 23, 2017 (Prize Approximate Retail Value = \$200.96).

b. Each winner will be solely responsible for all taxes and all other fees and expenses not specified herein associated with the receipt and use of the Prize. The Station accepts no responsibility for repairing any real or supposed damage to any prize. Prize tickets valid only on the date printed on the tickets. Tickets are not refundable or transferable, and may not be substituted or exchanged for cash or credit at any time, nor will tickets be replaced if lost or stolen. Tickets may not be sold to a third party. If a prize-related event is unable to take place as scheduled, for reasons such as cancellation, preemption, postponement or unavailability, including for weather, or for any reason beyond the control of the Promotion Entities, their sole responsibility to the winner will be to award the remaining available elements of the prize and no substitution or compensation will be provided for the unawarded elements of the prize. The Station, in its sole discretion, reserves the right to deny entry to or to remove the winner and/or guest(s) if either engages in disruptive behavior or in a manner with intent to annoy, abuse, threaten or harass any other person at any prize event.

c. No more than the stated number of prizes specified in these official rules will be awarded. All prizes or prize certificates may be claimed at the conclusion of the contest. If the winner(s) selected are not available at the conclusion of the contest, they will be notified of winning via telephone call and will need to claim their prize at office of the Station at the address below during regular business hours. The winner will forfeit any prize or prize certificate not claimed by 5:30 pm ET on Friday, September 22, 2017. The Prize winner will forfeit any prize or prize certificate not claimed during normal business hours prior to the designated game date and an alternate winner will not be selected.

d. The Prize is not transferable, and no substitution, assignment, or cash equivalent of prize is permitted, except by the Station (solely at its discretion), which reserves the right to substitute a prize or prize portion with another prize or prize portion of greater or equal value. The prize is expressly limited to the item(s) listed above and unless otherwise expressly specified, do not include taxes, gratuities or any other expenses. Entrants acknowledge that the Promotion Entities have not made, nor are in any manner responsible or liable for, any warranties, representations or guarantees, and hereby disclaim any and all warranties expressed or implied, in fact or in law, whether now or hereafter enacted concerning any prize, including without limitation, implied warranties of quality, merchantability, mechanical condition, or fitness for a particular purpose, except for any express manufacturer's warranty as may be included with the prize or as may be separately provided to participants by law. Other restrictions may apply.

#### 4. POTENTIAL WINNER SELECTION AND NOTIFICATION

a. Decisions of the Station management with respect to the Promotion are final.

b. Two (2) Prize winners will be selected on-site in the manner described in Section 1b above.

c. Participants need not listen but must be present to participate. Winner need not be present to win.

d. Potential prize winner(s) will be notified by telephone call from a member of the WKRK Promotion Department at approximately 10:00 a.m. ET on Monday, September 11, 2017. If the Station is unable to contact a potential winner by 5:30 p.m. on Friday, September 15, 2017, Station may select an alternate winner via random drawing from all remaining eligible entries. Prize(s) will be awarded only upon confirmation of eligibility and completion of all requisite releases. The winner must execute and return any required affidavit of eligibility and/or liability/publicity release during normal business hours on a date prior to the designated game date of their tickets or they will forfeit their prize and an alternate winner will not be selected. If a potential winner cannot be contacted, fails to sign and return the required fully-executed affidavit of eligibility and/or liability/publicity release within the required time period, or if a prize or prize notification is returned as undeliverable, the potential winner forfeits the prize.

#### 5. CONDITIONS

a. Payments of all federal, state and local taxes are solely the responsibility of the winner(s). The winner(s) may be required to complete and submit an IRS Form W-9 with the winner's full Social Security Number or the equivalent for receipt of any prize(s) and will be required to complete and submit an IRS Form W-9 with the winner's full Social Security Number or the equivalent for receipt of any prize(s) valued at \$600 or more or for any prizes awarded by the Station (or any other CBS Radio

station in Station's market) in a calendar year with an aggregate value of \$600 or more. Failure to submit a complete Form W-9 or equivalent will result in forfeiture of the prize(s). Such winnings of \$600 or more will be reported to the IRS.

b. Participation in the Promotion and/or acceptance of prize(s) constitutes entrant's and/or winner's (and guest's, if applicable) permission for the Station or its designees to interview the winner(s) (or guest(s), if applicable), to photograph, film and record each winner (or guest, if applicable), and to use in commerce and in any media, now or hereafter known, throughout the world, in perpetuity, his/her name, prize(s) won, hometown (city and state), biographic information, likeness, photograph, voice, audio or video recording and/or any statements made by him/her regarding the Station, the Promotion and/or its sponsor(s) for purposes of trade, publicity or promotion without notice or additional compensation, notification or permission, in perpetuity, except where prohibited by law. Each winner (and guest, if applicable) agrees to sign a publicity release confirming such consent prior to acceptance of the prize, except where prohibited by law.

c. Participation in the Promotion and/or acceptance of prize(s) constitutes entrant's and/or winner's (and guest's, if applicable) agreement to release, discharge, and hold harmless the Promotion Entities and their respective officers, shareholders, directors, employees, agents and representatives and all of their successors and assigns (collectively, the "Released Parties") from and against any and all claims or liability arising directly or indirectly from any prize(s) awarded and participation in the Promotion, including, but not limited to, personal injury, death or damage to or loss of property, which may occur in connection with, preparation for, travel to, or participation in the Promotion, or delivery, possession, acceptance and/or use or misuse of any prize or participation in any Promotion-related activity, including, but not limited to, any claims based on publicity rights, defamation, invasion of privacy and merchandise delivery.

d. If for any reason this Promotion cannot be executed as planned, including but not limited to, as a result of infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Released Parties that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Promotion, or if the Promotion is compromised or becomes technically corrupted in any way, electronically or otherwise, the Station reserves the right to cancel, terminate, suspend and/or modify the Promotion. If the Promotion is terminated before the original end date, the Station reserves the right, in its sole discretion to, to modify the procedure for selecting winner(s), unless the nature of the event giving rise to such termination renders it impossible to select winner(s).

e. The Released Parties are not responsible for: (i) typographical or other errors in the printing, the offering or the administration of the Promotion or in the announcement of a prize(s); (ii) incorrect or inaccurate entry information, human error, failure or omission; (iii) unauthorized human intervention; (iv) lost, stolen, mangled, misdirected, postage due, illegible, incomplete or late entries; (v) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties, telephone service outages, delays, busy signals, poor signals or signal interference,

accidental disconnection or equipment malfunctions or any other technological problems or failures of any kind; or (vi) any cancellations, delays, diversions, substitutions or omissions whatsoever by any transportation providers or any other persons or entities providing any services to winner(s) (and guest(s), if applicable) including any results thereof such as changes in services or location necessitated by same. Further, the Released Parties are not responsible if any part of a Promotion prize cannot be awarded due to acts of God, acts of war, natural disasters, weather, acts of terrorism or other factors beyond the Released Parties' control.

f. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins or any other methods may void that entrant's entries and that entrant may be disqualified. The use of any device to automate entry is prohibited. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, promotion entry services or proxies) will void all entries by that entrant at the Station's discretion. The Station's or its Promotion administrator's computer or telephone system is the official time keeping device for this Promotion. In the event of a dispute, online entries will be deemed to have been submitted by the Authorized Account Holder. The "Authorized Account Holder" is the natural person who: (i) is assigned to an email address by an internet access provider, online service provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address; or (ii) is assigned to the text or mobile telephone number by a telecommunications provider, or other organization that is responsible for assigning such numbers. The Station, in its sole discretion, reserves the right to disqualify any person who it believes is tampering with the entry process or the operation of the Promotion. Failure to comply with the rules of the Promotion may result in an entrant's disqualification and/or forfeiture of any prize or prizes. If the Station makes a good faith determination that an entrant has cheated or committed fraudulent activity in connection with a Promotion, the Station may disqualify that entrant from entering and/or winning this and any or all future Station-administered Promotions and seek damages to the fullest extent permitted by law.

g. The Station reserves the right to make changes to the rules of the Promotion, including, without limitation, the substitution of a prize(s) of equivalent value, which will become effective upon announcement. If due to circumstances beyond the control of the Promotion Entities, any competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, the Station reserves the right, but not the obligation, to cancel, terminate, suspend or modify the Promotion and shall not be required to award a substitute prize(s).

h. Except where prohibited, by entering the Promotion, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize(s) awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in New York, NY; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event shall such costs include attorneys' fees; (3) no punitive, incidental, special, consequential or other damages, including, without

limitation, lost profits may be awarded (collectively, "Special Damages"); and (4) entrant hereby waives all rights to claim Special Damages and all rights to have any damages awarded multiplied or increased. New York law governs the interpretation and construction of these Official Rules and all aspects related thereto.

6. For a copy of these Official Rules, send a self-addressed stamped envelope (VT residents may omit return postage) for receipt by September 8, 2017 to "92.3 THE FAN – OSU Football Ticket Contest Official Rules," Attn: Promotions, WKRK, 1041 Huron Road, Cleveland, OH 44115. For the names of the prize winner(s) send a self-addressed stamped envelope (VT residents may omit return postage) for receipt by November 8, 2017 to the above address marked "92.3 THE FAN – OSU Football Ticket Contest Winner List." The Official Rules and the Winner List (when completed) shall also be available during regular business hours at the main offices of the Station and may be posted online at <http://cleveland.cbslocal.com/contest-rules/>

#### PRIVACY

7. a. By participating in the Promotion, entrant agrees to the Station's Terms of Use Agreement and to the use of entrant's personal information as described in the Privacy Policy located at <http://policies.cbslocal.com/privacy/current.html> . In the event of conflict between the Station's Terms of Use Agreement and these Official Rules, the terms of these Official Rules shall apply.

**Administrator:** 92.3 THE FAN/WKRK, 1041 Huron Road, Cleveland, OH 44115

**Sponsor:** Heineken USA, 578 Chasseur Drive, Grand Blanc, MI 48439-2308