

## General Contest Rules

For those Radio Stations operated by: Burbach of WV, LLC. "Burbach"

Revised and Effective 5/23/18

Please refer to any 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. Burbach may air contest(s) from time to time which are conducted by Burbach's advertisers and other organizations that are not, sponsored or endorsed by, and/or for which, neither Burbach, nor its radio stations, participate ("Non-Burbach Contest(s)"). For any Non-Burbach Contest(s) please refer to the contest rules of the Non-Burbach Contest(s) Sponsor. Burbach assumes no liability or responsibility in whole or in part for any Non-Burbach Contest(s).
2. Except as specifically provided, Burbach 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 Burbach Media, will be permitted to enter a contest under any circumstance. Burbach will delete and disqualify any entry whether on-line or by other means in compliance with the Children's Online Privacy Protection Act ("COPPA"), Burbach and its affiliated radio stations, Burbach'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 Burbach nor its Participating Radio Stations will assume any responsibility for any fees for any communication to or from the Burbach or the Participating Radio Stations
4. Winners must execute and return any documentation and release forms required by Burbach, in its sole discretion and as applicable to a Contest, within 24 hours of notification by Burbach, 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 Burbach, at its sole discretion, to claim any Prize(s) at the applicable Burbach 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 Burbach, within 30 calendar days, (or sooner for time sensitive Prize(s) or as otherwise required by Burbach), or the Prize(s) will be

forfeited. Prize(s) may not be claimed by a third party on behalf of a Winner. Burbach 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 Burbach'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) awarded to a Participant(s) for which the aggregate Burbach declared value is in excess of \$600 within a calendar year are subject to IRS 1099 reporting at the Burbach declared value in the calendar year of award. Winners are responsible for any applicable federal, state, or local taxes on the Burbach declared value.

7. Participant(s) may be asked to execute an event participation waiver form, at the sole discretion of the Burbach 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 sooner required for time sensitive Prize(s)).

8. Unless determined by Burbach, 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 Burbach 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 Burbach 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 Burbach and its Participating Radio Stations for any resulting damages or claims related thereto.

9. The Burbach 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 Burbach 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. Burbach 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-Burbach Contest(s) any typographical errors in the printing, administration announcement or Prize(s) awarding, nor is Burbach

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 Burbach 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 Burbach 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 Burbach 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 Burbach's sole discretion, Contests may be temporarily suspended, modified, or cancelled at the sole discretion of Burbach.

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 Burbach 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 Burbach 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 Burbach 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 Burbach 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 Burbach 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 Burbach and will not be acknowledged or returned.

17. If you are accessing these rules on, or participating in this Contest from, a Burbach Participating Radio Station(s) website, you are deemed to have specifically agreed to the Burbach website's Terms of Use and to the use of your personal information as described in the Privacy Policy contained on the website. Should Burbach 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, Burbach 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 Burbach 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 Burbach 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 Burbach 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 Burbach 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 Burbach in its sole discretion. Burbach 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 Burbach Participating Radio Station(s) as appropriate and in the Burbach Participating 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