## STONES SUMMER OF FRANK START-UP

**OFFICIAL CONTEST RULES** 

FOR WFNK, WBQX

hereinafter referred to as the "Station(s)"

Section 1

Contest and How To Qualify

1.1 Duration. The Stations, all owned and operated by Binnie Media are running a promotional contest from April 1, 2024, through April 27, 2024.

## 1.2 How to Qualify.

Listeners will be encouraged to listen for a Rolling Stones song weekdays from 6am – 9am. Once the song begins, the 20<sup>th</sup> caller to the 107.5 Frank hotline (1-888-86-FRANK) will win a \$50 Sea Dog brew pub gift card and qualify for the grand prize. All \$50 gift cards must be picked up in person at the grand prize giveaway event. A total of 20 qualifiers will be taken from on-air qualifying. Contest is open to all residents in the Stations' listening area and must be 21 years of age or older. One qualifier per household.

## 1.3 Grand Prize Giveaway Event.

All 20 qualifiers will gather at Sea Dog Brewing Co. 125 Western Ave in South Portland on Saturday, April 27. Check in will start at 11am, and end promptly at 11:30am. If qualifiers do not show up to the event prior to when check in ends, they will be subject to disqualification.

Upon check in each qualifier will choose a numbered ping pong ball and will be assigned that number. Their numbered ping pong ball will then be placed into the spinning prize cage. After all qualifiers are checked in, the reverse drawing will begin. Numbered ping pong balls will be removed from the prize cage and eliminated, until there are only three remaining. From there, the first of the three numbered balls to be chosen will be declared the Grand Prize Winner.

Section 2
Who can Qualify.

- 2.1 No purchase is necessary.
- 2.2 Odds of qualifying will depend on the number of qualified entries. Odds of winning the Grand Prize will depend on how many qualifiers show up to the Grand Prize Giveaway Event. There will be up to, but no more than, 20 qualifiers.
- 2.3 Contest is open to all residents in the Stations' listening area and must be 21 years of age or older. All employees, agents, successors, sponsors, interns, and assignees of Binnie Media, and members of their immediate families are ineligible. The term "immediate family" includes spouses, siblings, parents, children, grandparents, and grandchildren, whether as "in-laws", or by current or past

marriage(s), remarriage(s), adoption, or other family extension and any other persons residing at the same household whether or not related. Participants and winner(s) must be U.S. residents.

- 2.4 Only one qualifier per household will be allowed. No "duos," groups, or teams will be allowed to enter together. Any ties, disputes, conflicts, questions, or concerns, regarding the Contest and/or the prize(s), will be handled by Binnie Media whose decision(s) are final and indisputable.
- 2.5 The Stations disclaims all liability for the inability of a participant to complete or continue a text message due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond Stations' control, or otherwise. Stations disclaims all liability for any delays, mis-delivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method. Station is not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the contest, and any injury or damage to entrant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in this contest. Binnie Media stations are not responsible for internet outages, broken telephone connections, busy signals, mis-dials or lost phone call.
- 2.6 Listeners may not win this contest more than once within a 30-day period. Other smaller contests not involving cash, on any of the participating stations, are not subject to this 30-day rule.

Section 3
Acceptance and Delivery of Prize

- 3.1 Grand Prize is the **two tickets to see The Rolling Stones at Gillette Stadium on May 30. Tickets are club level, and valued at \$620.** All prizes must be accepted as awarded. All prize(s) are non-transferable. Inability to accept or deliver prize(s) will result in forfeiture. Any valuation of the prize(s) awarded is based on available information provided to the Stations, and the value of any prize (as determine by Station in its sole discretion) awarded to a winner may be reported for tax purposes as required by law.
- 3.2 All Contest(s)/Prize(s) subject to Federal, State, and local regulations and laws and are void where restricted or prohibited by law.
- 3.3 Winner is responsible for all taxes, expenses, and gratuities not expressly included in and as part of the prize. Winner agrees that acceptance of any prize from the Stations does so entirely upon their own initiative, risk, and responsibility.
- 3.4 Winner must use their true, legal, name when playing contests or claiming prize(s) and may not win any contest under an assumed name. Winner will be disqualified, and prize(s) forfeited if they are found playing under an assumed name or alias.

Section 4
Conditions of Winning

4.1 Any person winning over \$600 in prizes will receive an IRS form 1099 at the end of

the calendar year and a copy of such form will be filed with the IRS.

- 4.2 Each winner is solely responsible for reporting and paying any and all applicable Federal, State, Local and other taxes. Each winner must provide Station with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Failure to timely provide such information and/or any other reasonably required documentation, including, without limitation, a release, and affidavit of eligibility, may result in delay in receiving prizes or the forfeiture thereof. Prizes are not transferable or redeemable for cash.
- 4.3 By participating, all participants and winner(s) grant Binnie Media the permission to use their names, characters, photographs, voices, and likeness in connection with the promotion (via print, broadcast, marketing and advertising, or other forms of media) of this and other contests and waive any claims to royalty, right, compensation or remuneration for such use. By calling the contest lines, or being called from the contest lines, voices and names may be recorded and used for promotional or broadcast purposes.
- Each winner must provide Station with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded (if estimated value is over \$599). Failure to timely provide such information and/or any other reasonably required documentation, including, without limitation, a release and affidavit of eligibility, may result in delay in receiving prizes or the forfeiture thereof.

Section 5 Release

Contest winners, on their own behalf and on behalf of their heirs, successors, representatives and/or assigns, hereby fully and forever remises, releases and discharges Binnie Media and each and all of its subsidiary and affiliated corporations, companies and divisions, its predecessors, successors, and assigns, and its respective directors, stockholders, officers, employees, and agents, of and from any and all claims, demands, agreements, contracts, covenants, actions, suits, causes of action, obligations, controversies, debts, costs, expenses, accounts, damages, judgments, losses, and liabilities, of whatsoever kind or nature, in law, equity or otherwise, whether known or unknown, whether or not concealed or hidden, which against it or any of it, they have had, may have had, or now have, or which any of their heirs, representatives and assigns hereafter can, shall or may have for or by reason of any matter, cause, or thing whatsoever, including but not in any respect limiting the generality of the foregoing, any and all claims which or might have asserted relating to this contest.

Section 6 Indemnity

All participants and winners indemnify and hold forever harmless Station, and Binnie Media and their agencies, their agents, officers, employees, affiliates, and assigns, for any injuries, accidents, misfortunes, losses, damages, or causes of action, arising from or in connection with participation in the Contest and/or acceptance or use of any prize(s).

Section 7
No Warranties Provided

Binnie Media and Stations do not warrant any of the products, materials, or services that a winner receives. The materials, services, or products that a winner receives are provided "as is." There may be warranties provided by the dealer, manufacturer of the product, material, or service, for which Binnie Media has no responsibility or duty to perform.

Section 8 Miscellaneous

- 8.1 Binnie Media reserves the right to change contest rules and/or dates at any time without additional notice.
- 8.2 Binnie Media reserves the right to add or subtract additional station or stations to this contest at any time.
- 8.3 Binnie Media is considered the "judge." Judge's decisions are final.
- 8.4 Binnie Media reserves the right to end and or modify contest at any time without additional notice or further compensation required.