**WFMS’s “Brett Eldredge Billboard” Contest**
**Official Rules**

A complete copy of these rules can be obtained at the offices of radio station WFMS (“Station”), 6810 North Shadeland Avenue, Indianapolis, IN 46220, during available business hours Monday through Friday, on the Station website ([www.wfms.com](http://www.wzpl.com)), or by sending a self-addressed, stamped envelope to the above address.

The Station will conduct the **WFMS “Brett Eldrege Billboard”** Contest(the “Contest”) substantially as described in these rules, and by participating, each entrant agrees as follows:

1. **No purchase is necessary to enter or win. A purchase will not increase your chance of winning. Void where prohibited. All federal, state, and local regulations apply.**
2. **Eligibility.** This Contest is open only to legal U.S. residents, excluding Florida and New York residents, age eighteen (18) years or olderat the time of entry with a valid Social Security number and who reside in the Station’s Designated Market Area (“DMA”) as defined by Nielsen Audio, who have a valid Facebook account as of the date of entry, who have not won a prize from the Station in the last **30 days** or a prize valued at $500 or more in the last **90 days**, and whose immediate family members or household members have not won a prize from the Station in the last **30 days** or a prize valued at $500 or more in the last **90 days. Void where prohibited by law.** Employees of Susquehanna Radio LLC, Station, and each of their parent company, affiliates, related entities and subsidiaries, promotional sponsors, prize providers, advertising agencies, other radio stations serving the Station’s DMA, and the immediate family members and household members of all such employees are not eligible to participate. The term “immediate family members” includes spouses, parents and step-parents, siblings and step-siblings, and children and stepchildren. The term “household members” refers to people who share the same residence at least three (3) months out of the year. The Contest is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Station’s decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein. **This Contest is not sponsored, endorsed, or administered by, or associated with, Facebook.**
3. **Contest Period.** The Contest will begin at **12:00pm Eastern Time (“ET”) on Wednesday March 24, 2021** and will run through 3:59pm ET **Friday March 26, 2021** (the “Contest Period”). The Station’s computer is the official time keeping device for this Contest.
4. **How to Enter.** Each entrant must:
5. Visit the Station Facebook account located at www.facebook.com/955WFMS; and
6. Click on the Station’s “Brett Eldredge Billboard” post; and
7. Add a comment on the post from entrant’s Facebook account, which must include only: a photo of the entrant doing something good in the community and displaying “WFMS” somewhere in the photo; **and the hashtag #sweepstakes**

*Station reserves the right to remove or edit any entrant’s comment, for any reason, in Station’s discretion.*

Multiple participants are not permitted to share the same Facebook account. Any attempt by any participant to submit more than one (1) entry per day by using multiple/different Facebook accounts, identities, registrations and logins, or any other methods will void that entry and the participant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Station is not responsible for lost, late, incomplete, invalid, unintelligible, inappropriate or misdirected registrations, all of which will be disqualified. Facebook entries will be deemed made by the authorized account holder of the Facebook account used to submit the entry at the time of entry. The authorized account holder is the natural person who is assigned to the Facebook account by Facebook. Entries submitted will not be acknowledged or returned. Proof of submission of an entry shall not be deemed proof of receipt by Station. Potential winner may be required to show proof of being the authorized account holder of the Facebook account. All entries become the sole and exclusive property of Station and will not be returned. Station reserves the right to contact entrants and all other individuals whose email address is submitted as part of this promotion. No mail-in entries will be accepted.

This Contest is in no way sponsored, endorsed or administered by, or associated with Facebook. By submission of an entry, an entrant releases Facebook from any responsibility or liability for the Contest’s administration, prizes or promotion. You are providing entry information to the Station and not to Facebook.

1. **Entrant Representations.** By submitting the Photo and being allowed to participate in the Contest, entrant represents, warrants and agrees that:

a. The Photo provided by entrant as part of the Contest is the original work of entrant, and entrant owns and controls all right, title and interest, including copyright, in and to content.

b. All persons having any rights, title and/or interest whatsoever with respect to the Photo, or any elements thereof, have authorized the submission, public performance, written license, and other use of such materials by entrant in this Contest, and have waived any applicable moral rights in such materials in favor of entrant.

c. The use of the Photo as contemplated by these Official Rules will not infringe upon the intellectual property rights, or defame or invade the publicity or privacy rights, of any third party, living or deceased. If an entrant is uncertain as to whether they can agree to these representations and warranties, they should confer with their legal counsel or other advisors. Station reserves the right at its sole and absolute discretion to request proof in writing of any necessary authorizations, assignments or waivers required herein.

e. The Photo cannot include brand names, trademarks or service marks, trade names, logos or the intellectual property of any third parties. entrant names and the Photo materials must be from an identifiable source. Any attempt to create a false identity, to impersonate any person or entity, or to make a false or misleading statement, or misrepresent an affiliation with any person or entity, may result in disqualification. Entrant names and the Photo must be in keeping with Station’s positive image. Without limitation, the Photo that is deemed by Station, in its sole and absolute discretion, to be or to contain profanity, explicit sexuality, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, or libelous content, or which encourages unlawful behavior, or which is hateful, or which is racially, ethnically or otherwise offensive or objectionable, or which portrays the Station in a negative fashion, may be disqualified. THIS REQUIREMENT IS STRICTLY ENFORCED. NO PROFANITY MAY APPEAR IN THE PHOTO.

f. Station reserves the right at any time, in its sole and absolute discretion, to disqualify any entrant whom Station believes, in its sole and absolute discretion, is not in compliance with these Official Rules, or has made a false or misleading statement when submitting the entry form or otherwise, and reserves the right to pursue all other rights and remedies available at law in the event of such disqualification.

1. **Use/Ownership.** With respect to the use and ownership of the Photo, each entrant acknowledges and agrees as follows:

a. The rights of each entrant and Station shall be established by the terms of these Official Rules and by the contents of any releases entered into as required by these Official Rules.

b. Except to the extent prohibited by law, by participating in the Contest, each entrant agrees that Station and its designees may use, publish, broadcast, distribute and display all elements of entrant’s Photo during the Contest and thereafter, as well as each entrant’s name, biographical information (including hometown and state), statements, voice, photographs and other likeness, in whole or in part, in any and all media either now or hereafter known, in perpetuity throughout the universe, solely in connection with advertising, promoting and conducting this Contest, without notification and without compensation of any kind. Station reserves all rights in perpetuity, including without limitation, the right to reproduce, alter, amend, edit, modify, crop, distribute and otherwise use the Photo in connection with advertising, promoting and conducting this Contest, the Stations and Station in any media now known or hereinafter created.

c. Station does not undertake to consider the Photo in confidence and Station has not made any prior inducements, promises or representations to the entrants regarding the Photo other than as set forth in the Official Rules.

d. Participation by each entrant in this Contest, and the accompanying submission of each entrant’s Photo to Station, shall in no way limit or restrict Station's rights with respect to, or the use of, the Photo submitted by other entrants, or otherwise developed, created or used by Station, both prior to and after the submission of each entrant’s Photo herein, and Station shall have no obligation to any entrant with respect to such other Photo. Accordingly, each entrant acknowledges that Station’s use of other material containing elements similar to or identical with those contained in entrant’s Photo shall not entitle the competing entrant to any compensation if Station has an independent right to use such other materials.

1. **Winner Selection**. Station staff members will select up to two (2) winning entrants at or about 4:00pm ET on Friday, March 36, 2021 based on heartfelt nature and creativity, as determined in the Station’s sole discretion from all valid entries received by Station during the Contest Period.

The winning entrant will be contacted using the email address and/or telephone number provided with the entry and may be awarded the prize (subject to verification of eligibility and compliance with the terms of these rules). The Station may also record a conversation with the entrant to play back on air. Station’s decisions as to the administration and operation of the Contest and the selection of the potential winner are final and binding in all matters related to the Contest. Failure to respond to the initial verification contact within three (3) days of notification will result in disqualification and forfeiture of the prize.

1. **Verification of Potential Winner.** THE ELIGIBILITY OF ALL POTENTIAL CONTEST WINNERS IS SUBJECT TO VERIFICATION BY STATION WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. Each potential winner must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. Each potential winner may be notified by email and/or telephone call after the date of winner determination. Each potential winner may be required to sign and return to Station, within three (3) days of the date notice is sent, an affidavit of eligibility and a liability/publicity release (except where prohibited) in order to claim his/her Prize, if applicable. A winner who returns the affidavit of eligibility and liability/publicity release will be deemed to have accepted the Contest prize and thereafter will not be permitted to rescind their acceptance of the prize and/or return the prize. If a potential winner cannot be contacted, fails to sign and return the affidavit of eligibility and/or the liability/publicity release within the required time period (if applicable), or if the prize or prize notification is returned as undeliverable, potential winner forfeits prize. In the event that the potential winner of a prize is disqualified for any reason, Station may award the applicable prize to an alternate winner using the criteria set forth above or by random drawing from among all remaining eligible entries.
2. **Prize.** Up to two (2) prizes (each, a “Prize”) will be awarded in this Contest. The Prize is display of the winning photos on a rotating digital billboard in Indianapolis, Indiana. **The approximate retail value (“ARV”) of each prize is TEN DOLLARS ($10).**

**The total ARV of all prizes is TWENTY DOLLARS ($20).**

Each winner is responsible for all taxes associated with prize receipt and/or use. Odds of winning a prize depend on a number of factors including the number of eligible entries received during the Contest Period and listeners participating at any given time.

There is no substitution, transfer, or cash equivalent for prizes, except that the Station may, in its sole discretion and to the extent permitted by law, substitute prizes of comparable value or cash. The prizes are expressly limited to the item(s) listed above and do not include taxes, gratuities or any other expenses. Any tickets and/or gift certificates/cards awarded as part of a prize will be subject to the terms and conditions set forth by the issuer and are valid only on the date(s) printed on the tickets or gift certificates/cards. Other restrictions may apply.

1. **Entry Conditions and Release.** By entering, each entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Station, which are binding and final in all matters relating to this Contest; (b) release and hold harmless Station, Susquehanna Radio LLC, Cumulus Media New Holdings, Inc., and each of their subsidiaries, related and affiliated companies, participating sponsors, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest, and each of their respective past and present officers, directors, employees, agents and representatives (collectively, the “Released Parties”) from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a entrant’s entry, creation of an entry or submission of an entry, participation in the Contest, acceptance or use or misuse of any prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorneys’ fees) arising out of or relating to an entrant's participation in the Contest and/or entrant’s acceptance, use, non-use or misuse of the Prize.
2. **Publicity.** Participation in the Contest constitutes entrant’s consent to use by the Station and its agent of entrant’s name, likeness, photograph, voice, opinions and/or biographical information (including hometown and state) for promotional purposes in any media, worldwide, without further payment or consideration, unless otherwise prohibited by law.
3. **Taxes.** All State, Local, Federal and/or other taxes, duties, tariffs, title fees, licensing fees, or other fees for prizes awarded become the sole responsibility of the winner. All those who win a prize or prizes valued $600 or more in any given year will be issued an IRS Form 1099 to report their winnings.
4. **General Conditions.** Station reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any other factor beyond Station’s reasonable control, including, without limitation, factors that impair the integrity or proper functioning of the Contest, as determined by Station in its sole discretion. Station reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or acting in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Station reserves the right to seek damages from any such person to the fullest extent permitted by law. Station’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
5. **Limitations of Liability.** The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by Station, entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (b) technical failures of any kind, including but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Contest; (d) technical or human error that may occur in the administration of the Contest or the processing of entries; or (e) any injury or damage to persons or property that may be caused, directly or indirectly, in whole or in part, from entrant’s participation in the Contest or receipt or use, non-use or misuse of any prize. No more than the stated number of prizes will be awarded. If a production, technical, programming or other error causes more than stated number of prizes as set forth in these Official Rules to be claimed, Station reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.
6. **Disputes.** Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (b) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate state court located in the Station’s listening area; (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys’ fees; and (d) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Station in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the state in which the Station is located, without giving effect to any choice of law or conflict of law rules (whether of the state in which the Station is located or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state in which the Station is located.
7. **Entrant’s Personal Information.** Information collected from entrants is subject to Station’s Privacy Policy, which is available on the Station’s website under the “Privacy Policy” link. All entry blanks, forms, devices, and materials gathered during the course of entry, as well as all information contained therein, shall become the sole property of Station to be used, disposed of or destroyed in its sole discretion. Station is not responsible for any incorrect or inaccurate information entered by website users, and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to Station’s website.
8. **Contest Results.** A winners list may be obtained within thirty (30) days after the Contest Period expires by sending a self-addressed stamped envelope to the Station identified below.

**CONTEST SPONSOR: Susquehanna Radio LLC, 6810 North Shadeland Avenue, Indianapolis, IN 46220. Warner Records, 20 Music Square East, Nashville, TN 37203.**