

## **DICK BROADCASTING'S CONTEST-SPECIFIC RULES FOR THE SECRET SOUND CONTEST**

***NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.***

**These contest-specific rules should be read in conjunction with Dick Broadcasting's General Contest Rules, which are applicable to all contests conducted by Dick Broadcasting and/or its subsidiaries (including licensee subsidiaries).**

Sponsor(s): BOB 933 WERO, 1361 Colony Drive, New Bern NC 28562, and Window World Eastern Carolina (collectively, "Sponsor").

1. Promotional Period: The Secret Sound contest (the "Promotion") begins on or around September 12th, 2022, at 9:30 AM and ends on or about October 14th, 2022 or when the total prize reaches \$10,000 (the "Promotional Period").

2. Entry Deadline: Deadline October 14th or based on total prize(s) reaching \$10,000.

3. Eligibility Restrictions: The Promotion is open to all legal residents of the United States who have a valid state or federal issued I.D. at the time of entry and who live within the station's (WERO) listening area, North Carolina and Virginia. Employees of WERO (the "Station"), its parent, subsidiary, and affiliated entities, its advertising agencies, participating sponsors/promotional partners, other broadcast stations in the Station's listening area, and the members of their immediate families (spouse, parents, siblings or children) or households (whether related or not) are ineligible to participate or win. This Promotion is subject to all applicable federal, state, and local laws and regulations. If the solicited caller does not meet the requirements of the promotion, the next caller will be selected until the caller meets the requirements.

Contestants may win an hourly and/or daily contest no more than once within any promotional period. Winner's must hold a valid United States Driver's License or state or federal issued ID. Contestants must fill out proper and complete tax information upon receipt of prize.

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 entry from any individual who does not meet the eligibility requirements, and will also delete any entry as required by law.

4. Entry Method: To participate in the Promotion, you may enter via the following method(s).

VIA TELEPHONE – Monday through Friday at/around 9:30 AM EST, 11:30 AM EST, 2:30 PM EST, and 4:30 PM EST, listen for the cue to call. At the time of their call entrants must provide all requested information, including their first and last name, complete postal address (street, city, state, and zip code), email address, telephone number, and date of birth. Use of any device to automate entry is prohibited. Proof of submission of an entry shall not be deemed proof of receipt by Station. The contest/sweepstakes administrator's telephone system is the official time keeping device for the Promotion. If the solicited caller does not meet the requirements of the promotion, the next caller will be selected until the caller meets the requirements. Streaming of the station online or through the mobile app/device may result in a delayed stream and could affect the timing of the call. If at any point during

the call process a call is disconnected or dropped, the station reserves the right to move on to another caller as a contestant for the prize. Callers must identify the specific sound and specific action of the sound. If a caller wins before the last call time of the day, a new sound will begin the following morning at 9:30 AM EST.

5. Prizes: The total prize(s) jackpot for the entire promotion period will meet \$10,000

6. Odds of Winning:

Odds of winning depend upon the number of phone calls received at the corresponding times.

7. Winner Selection and Notification:

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

Winners will be notified immediately if they correctly identify the sound. Clues and past guesses will be posted at bob933.com. Special clues will be provided on bob933.com at the station's discretion. Winners have thirty (30) days to claim prize at WERO 1361 Colony Drive, New Bern, NC 28562.

8. Conditions:

a. Payment of all federal, state and local taxes are solely the responsibility of the winner(s). Winner(s) will be required to complete and submit an IRS Form W-9 or the equivalent including a winner's full Social Security Number for receipt of any prize valued at \$600 or more or for any prizes awarded by the station conducting the Promotion (in combination with any prizes won in Promotions run by any other DBC radio station) in a calendar year with an aggregate value of \$600 or more. Failure to submit a completed W-9 or equivalent will result in disqualification and forfeiture of the prize.

b. Participating in the Promotion and acceptance of a prize constitutes the winner's and guest's (where applicable) permission for the DBC or its agents to photograph, film and record each winner, and to use his/her name, address (city and state), likeness, photograph, voice, biographical information and/or any statements made by him/her regarding the Promotion or its sponsors for purposes of trade, publicity or promotion without additional financial or other compensation, and, DBC may, where legal, require a winner (and guest or travel companion, where applicable) to sign a publicity release confirming such consent prior to acceptance of the prize. It is the responsibility of the winner(s) to ensure that their guest(s) or travel companion(s) sign and return any required release. In the case of a conflict in this paragraph 3 b and any similar paragraph in contest specific rules the general specific rules will govern.

c. To the fullest extent permitted by law, by participating in the Promotion, you:

i. agree to grant DBC a non-exclusive, perpetual, worldwide license to edit, telecast, exhibit, rerun, reproduce, use, syndicate, license, print, distribute and otherwise exploit any items (including any photos, videos, audio, or written material) submitted as part of your contest entry (the "Materials"), or any portion thereof, in any manner and in any and all formats and media now known or hereafter devised, without payment to you or any third party;

ii. acknowledge that DBC reserves the right, in its sole discretion, not to use the Materials at all; and

iii. represent and warrant that: you are at least as old as the age of majority in your state; you have the full legal right, power and authority to grant to DBC the license provided for herein; you own or control the complete exhibition and other rights to the Materials you submitted for the purposes contemplated in this license; you are either the parent (or legal guardian) of any minor featured in the Materials or have received the express consent of the parent (or legal guardian) for any such minor to appear in the Materials and to enter the minor's likeness in the Materials in the contest; and neither the Materials nor the exercise of the rights granted herein shall infringe upon or violate the right of privacy or right of publicity of, or constitute a libel or slander against, or violate any common law or any other right of, any person or entity.

d. Prior to awarding any prize or prize certificate, and depending on the nature of the prize and eligibility requirements of the Promotion, DBC in its sole discretion may require verification of Promotion winner or winners' identification by a showing of valid government-issued photo identification.

e. To the fullest extent permitted by law, by participating and/or accepting a prize, entrants, winner(s) and guests (if applicable) agree to release and hold harmless the station conducting the Promotion, its sponsor(s) and promotional partner(s), its advertising and promotion agencies, any social media platform utilized in the conduct of the Promotion (including but not limited to Facebook, Inc.) and each of their respective parent, subsidiary and affiliated entities, and the officers, shareholders, directors, employees, agents, representatives, successors, and assigns of each of them (collectively, the "Released Parties") against any and all claims or liability arising directly or indirectly from the prize or participation in the Promotion. DBC may also require eligible Promotion winner(s) and their guests or travel companions, if any (as well as each of their parent(s) or legal guardian(s), if winner(s), guest(s) or travel companion(s) are under the age of majority in their state of residence), to sign a liability release confirming such consent. It is the responsibility of the winner(s) to ensure that their guest(s) or travel companion(s) sign and return any required release.

f. The station conducting the Promotion, in its sole discretion, reserves the right to disqualify any person (and all of their entries) from this Promotion if he or she tampers with the entry process, the operation of the Promotion, or the operation of the station's website, Facebook Page, and/or any other social networking site used in the Promotion, or is otherwise in violation of the rules. The station conducting the Promotion further reserves the right, at its sole discretion, to modify, cancel, terminate or suspend the Promotion, or any part of it, if it is not capable of completion as planned or if any fraud, technical failures or any factor beyond the station's control, including infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion as determined by the station in its sole discretion. Any attempt by an entrant or any person to deliberately damage any station website, Facebook Page, and/or any other social networking site used in the Promotion or to undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws. Should such an attempt be made, the DBC reserves the right to seek full prosecution and/or damages from any such individual to the fullest extent permitted by law. The station's failure to enforce any term of these Official Rules shall not constitute a waiver of this provision. If due to circumstances beyond the control of the station conducting the Promotion, any competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, the station reserves the right, but not the obligation, to modify, terminate, suspend or cancel the Promotion and shall not be required to award a substitute prize.

g. 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; (ii) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties, malfunctions, disconnections, other technological failures, telephone service outages, delays, dropped calls, or busy signals, or any other difficulties that may prevent an individual from sending or receiving a

text message; or (iii) lost, stolen, mangled, misdirected, postage due, illegible, incomplete, incorrect, or late entries. 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 DBC's control.

9. Official Rules and Winner List: To obtain a copy of the General Contest Rules, these contest-specific rules, or a list of winner(s) following completion of the Promotion (please specify which), send a self-addressed, stamped envelope (VT residents may omit return postage) specifying "General Contest Rules," "Contest-Specific Rules," or "Winner List" to Secret Sound Winner List or Official Rules Request, WERO 1361 Colony Drive, New Bern, NC 28562. A copy of the General Contest Rules, contest-specific rules, and a list of winner(s) (when complete) are also available during regular business hours at the main studio of WERO 1361 Colony Drive, New Bern, NC 28562. All such requests must be received within thirty (30) days following completion of the Promotion.

10. Terms of Use Agreement & Privacy Policy: The Terms of Use Agreement and the Privacy Policy of the station conducting the Promotion is located here: <https://bob933.com/privacy-policy/>