

## **WIQI-FM/FM News 101.1 GENERAL CONTEST RULES**

By participating in any contest Contest (the “Contest”) on WIQI-FM/FM News (“WIQI-FM”) and/or its website, entrants fully and unconditionally agree to these Official Contest Rules (“Rules”). Contests may be temporarily postponed or discontinued at any time without prior notice. Contests are void where prohibited and are subject to all federal, state, and local laws and regulations.

These Rules, the Contest, and all Contest material, is © 2011 by WIQI-FM and/or Merlin Media, LLC (“Merlin”). All rights reserved.

### **1. Eligibility And Odds Of Winning:**

a. **NO PURCHASE NECESSARY TO ENTER OR WIN, NOR WILL A PURCHASE IMPROVE ONE’S CHANCES OF WINNING.** Odds of winning will depend on the number of eligible entries received or will be stated per contest.

b. **ALL FORMS MUST BE FILLED OUT COMPLETELY AND TRUTHFULLY. FAILURE TO COMPLETE THE APPLICATION AND PROVIDE TRUTHFUL AND PERTINENT INFORMATION MAY RESULT IN DISQUALIFICATION FROM THE CONTEST. DISQUALIFICATION IS IN THE SOLE DISCRETION OF WIQI-FM AND/OR MERLIN.**

c. All participants must be at least 18 years of age or older (21 years of age or older when beer/liquor promotions) and legal U.S. residents of IL, IN, WI, or MI. (unless otherwise specified). Employees of Merlin, WIQI-FM, affiliates, subsidiaries, and successor companies, Sponsor companies, advertising and promotion agencies, Contest prize suppliers, participating advertisers and immediate family members of anyone so situated. “Immediate family members” shall include spouses, siblings, parents, children, grandparents, and grandchildren, whether as “in-laws,” or by current or past marriage, remarriage, adoption, co-habitation or other familial extension, and any other persons residing at the same household location, whether or not related. If minors are permitted to participate in the Contest, a parent or guardian of any participant who is a minor at the time of entry must sign a release on behalf of the minor to be eligible to receive a prize, and WIQI-FM reserves the right to refuse, in its sole discretion, to award a prize to or on behalf of a minor.

### **2. How To Enter:**

- a) Instructions on how to enter will be stated with each contest either on-air, online at WLUP.com, via text message or on social media sites.
- b) Entrants may be required to be in station website or mobile database for entry.
- c) Winner(s) may be chosen at random or based on submission depending on contest specifics.

- d) Winner(s) may be contacted via telephone, email or text message, and will have a specified amount of time to claim or confirm their prize. If they exceed the specified time to claim or confirm prize the winner will forfeit their prize and another winner will be contacted.
- e) Contest entries must meet eligibility requirements or entry will not be counted. Incomplete entries will be disqualified. Multiple entries by means of software-generated or other automated processes will be disregarded. Only one prize per person, household, or email address allowed. Duplicate entries will not be accepted. All Contest entries become the property of WIQI-FM, and WIQI-FM may use any of the entries for any purpose whatsoever, without further compensation to the entrant.

**3. Prizes:**

- a. Prize will be detailed within contest details. WIQI reserves the right to change prize to something of equal value at any time.

**4. How To Claim A Prize:**

- a) Winner(s) may be contacted via telephone, email or text message, and will have a specified amount of time to claim or confirm their prize. If they exceed the specified time to claim or confirm prize the winner will forfeit their prize and another winner will be contacted.
- b) Winners agree to claim their prize as directed by the WIQI-FM Promotion Department. Prize redemption or collection may be made by picking up tickets at will call, turning in WIQI-FM release form & W9, prize mailed to winner, or other processes. In the event that a prize is mailed to the winner, pursuant to winner's prior written consent, winner assumes the risk of the prize's safe arrival. Winners are subject to verification by WIQI-FM of the winner's name, age, address, phone number, and Social Security number (where the prize value is equal to or greater than \$600.00). The only accepted types of photo identification are government issued photo identifications, including a valid driver's license or United States passport. WIQI-FM reserves the right to deny awarding the prize if the winner fails to provide satisfactory identification, as determined in WIQI-FM's sole discretion.
- c) In addition, winners will be required to and agree to execute an Affidavit of Eligibility/Release of Liability and Publicity. If the prize is travel tickets, travel partners, if any, must meet age eligibility requirements and must also execute an Affidavit of Eligibility/Release of Liability and Publicity prior to awarding the prize. Failure to execute any of these documents or comply with any of the terms will result in disqualification and forfeiture of the prize. Winners have thirty (30) days from the date their name is first announced on the air, or by other disclosed mode of public dissemination, to claim and pick up their prize, unless otherwise specified by WIQI-FM promotions department. Failure to claim and pick up prize within this time for any reason will result in forfeiture of the prize. WIQI-FM reserves the right, in its sole discretion, to award unclaimed prizes to alternate

Contestants or not to award the unclaimed prizes. All federal, state and local laws and regulations apply.

**5. Restrictions And Limitation Of Liability:**

a. One entry per person. One winner per household. Void where prohibited by law. Listeners may only win or qualify to win once every thirty (30) days. WIQI-FM reserves the right to extend the thirty (30) day rule to the length of any specific Contest. WIQI-FM reserves the right to cancel, terminate or modify the Contest if it is not capable of completion as planned for any reason, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any kind. The decision of the WIQI-FM is final. All federal, state and local laws and regulations apply. No entries from individuals under the age of 18 will be accepted.

b. Prizes cannot be redeemed for cash or substituted for any other items by any winner. Prizes are non-assignable and non-transferrable. WIQI-FM reserves the right to substitute a comparable prize of like or greater value, including cash, for any prize, for any reason. WIQI-FM is not responsible or liable for any incorrect or inaccurate entry information or other errors in the printing, offering or administration of the Contest or in the announcement of the prize(s).

c. Any expenses incurred by the entrant during the application process, including but not limited to, postage are the sole responsibility of each entrant and WIQI-FM will not issue reimbursement for any expenses. Costs of transportation and accommodations, where applicable, are the sole responsibility of the winners. If tickets to a performance are awarded as a prize, WIQI-FM is not responsible for any cancellation or rescheduling of the performance for any reason and has no obligation to reimburse, refund or otherwise substitute the tickets for another prize should the performance not be rescheduled or vouchers not issued. Furthermore, WIQI-FM is not responsible for cancellations or delays in travel accommodations and has no obligation to reimburse, refund or otherwise substitute any tickets awarded as a part of a travel prize due to such cancellations or delays.

d. Entry Means.

(i) Telephone Entries. If the Contest, as set forth above, accepts telephone entries, WIQI-FM and sponsors are not responsible for the inability of caller to complete the call during the call-in portion of the Contest whether due to telephone equipment malfunctions; disconnections; busy lines; faulty, mis-transcribed, misdirected, or misdialed telephone communications; or other circumstances. Only calls to the designated telephone number will be eligible to win.

(ii) Fax and Mail Entries. If the Contest, as set forth above, accepts fax or mail entries (postal or electronic), WIQI-FM and its sponsors are not responsible for the late, misdirected, lost, misplaced, illegible, mutilated or postage-due entries for any reason, including electronic or computer malfunctions that may affect the delivery or content of the entry, nor are they liable for any injury or damage to

entrant's or any other person's computer or hardware related to or resulting from participating in or downloading any information necessary to participate in the Contest.

(iii) Web Site Entries. If the Contest, as set forth above, accepts website entries, participants must accurately complete all required fields or entry will be deemed invalid. WIQI-FM and its sponsors shall have no liability for any malfunction of the Internet, WWIQI-FM website or any other computer-related processor system. WIQI-FM is not responsible for any prize offered or any aspect of the Contest appearing on an advertiser's web banner or hyperlink located on WIQI-FM website.

(iv) Drop Box Entries. If the Contest, as set forth above, accepts entry forms by deposit in an entry box, WIQI-FM and its sponsors are not responsible for lost, misplaced, illegible, mutilated, or incomplete entry forms, and such entries will be deemed invalid.

(v) Text Message Entries. If the Contest, as set forth above, accepts Text Message entries WIQI-FM and its sponsors are not responsible for the late, misspelled, misdirected, non-received, technical error, including telephone, electronic or computer malfunctions that may affect the delivery or content of the entry, nor are they liable for any injury or damage to entrant's or any other person's computer or hardware related to or resulting from participating in or downloading any information necessary to participate in the Contest.

**e. UNDER NO CIRCUMSTANCES SHALL WIQI-FM OR MERLIN BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, ATTORNEYS' FEES, OR ANY OTHER DAMAGES.**

**f. ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY CIRCUMVENT, DISRUPT, OR DAMAGE ORDINARY AND NORMAL OPERATION OF THIS CONTEST, TELEPHONE SYSTEMS OR WEBSITE, OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, WIQI-FM RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW AND TO DISQUALIFY ANY SUCH INDIVIDUAL FROM PARTICIPATION IN THE CONTEST OR ANY OTHER CONTEST.**

**6. Publicity Release:** By participating in any Contest, each entrant acknowledges that his/her entry in the Contest constitutes that entrant's consent to use, publish, reproduce and for all purposes, including publicity, promotion and advertising, in any media (including without limitation, the Internet, television or offline promotions), each winner's name, voice, likeness, and any portion thereof, each extending throughout the universe and in perpetuity without further compensation, credit or right of review or approval, except where prohibited by law.

7. **Conditions:** WIQI-FM reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest or any portion hereof, or to disqualify any individual implicated in any of the following actions, if for any reason: (a) infection by computer virus, bugs, interruption in wireless calling devices or wireless service, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes which, in WIQI-FM's sole opinion, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, (b) the Contest or any website associated therewith (or any portion thereof) becomes corrupted or does not allow the proper processing of entries per these General Rules or the specific Contest rules, (c) the Contest becomes corrupted due to wireless calling service interruption for any reason, or (d) the Contest is otherwise not capable of running as planned. By entering, entrants represent that they are eligible and agree to be bound by and comply with the General Rules, any specific Contest rules, and the decisions of any judges. Any entrant who attempts to tamper with any Contest in any way or use fraudulent means to participate in and/or win the Contest shall be disqualified. WIQI-FM reserves the right to disqualify any entrant at any time, for any reason, including, without limitation, language, activities or behavior deemed inappropriate. WIQI-FM and their advertising and promotion agencies are not responsible for cancellations, postponements, or delays. Other than the prizes received by the winner, no entrant shall be entitled to receive any wages, benefits, fees or other compensation whatsoever as a result of participating in the Contest. WIQI-FM shall have the sole discretion to administer the Contest and interpret and apply these Rules.

8. **Indemnification/Hold Harmless:** WIQI-FM, Merlin, their subsidiaries and affiliates, their officers, directors, agents, stockholders, insurers, and employees, and their advertising and promotional agencies and sponsors assume no responsibility or liability whatsoever for damages, loss or injury resulting from participating in any Contest or acceptance or use of any prize. By participating, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the entrant, on entrant's behalf, and on behalf of entrant's heirs, successors or assigns, administrators and personal representatives, each entrant agrees : (a) to these Rules and decisions of WIQI-FM, which shall be final in all respects; (b) to release, discharge, and hold harmless WIQIFM, Merlin, and their respective affiliates, parents, subsidiaries, advertising and promotion agencies, officers, directors, employees, representatives, and agents (the "Released Parties") from all liability, injuries, losses or damages of any kind to persons, including but not limited to death or property damage resulting in whole or in part, directly or indirectly, from the acceptance, possession, misuse or use of a prize, or from participation in and/or entry into the Contest or any Contest-related activity and for acceptance, delivery, or use of any prize; (c) that the foregoing parties have neither made nor are in any manner responsible or liable for any warranty, representation or guaranty, expressed or implied, in fact or in law, relating to any prize. In consideration for his or her participation in the Contest, each entrant agrees to hold harmless and indemnify the Released Parties from any and all claims, demands and/or causes of action of any nature or kind whatsoever, whether presently known or unknown, foreseen or unforeseen, that arise out of the entrant's participation in the Contest, including attorneys' fees.

9. **Taxes:** Any valuation of the prize(s) is based on available information provided to WIQI-FM, and the value of any prize awarded to a winner may be reported for tax purposes as required by law. All taxes, including federal, state, and local taxes, are the sole responsibility of

the winner. Any person winning over \$600.00 in total prizes will receive a 1099 form from WIQI-FM and/or Merlin at the end of the calendar year and a copy of such form should be filed with the IRS. Each winner must provide WIQI-FM with valid identification, and a valid taxpayer identification number or Social Security number for total prizes valued at \$600.00 or more, before any prize will be awarded.

**10. Choice Of Law/Forum:** All entrants agree, by participation in the Contest, to submit to the personal jurisdiction of the courts of Illinois. Illinois law shall govern this Contest, without regard Illinois's choice of law rules. The courts of Illinois shall be the exclusive forum for any dispute regarding any of these Rules or any activity associated with the Contest.

**11. Additional Terms And Conditions:** WIQI-FM reserves the right in its sole discretion to supplement or make changes to these Rules at any time without notice. WIQI-FM reserves the right in its sole discretion to interpret the rules of this Contest, and such interpretation shall be binding upon all participants. WIQI-FM shall not be responsible for any administrative errors involved in the execution of this Contest. Copies of the Official Rules for this Contest may also be attained by sending a self-addressed stamped envelope with the identity of the Contest inquiry to: WIQI-FM Promotions, 230 Merchandise Mart Plaza, Chicago, IL, 60654. For a list of Contest winners, send a self-addressed, stamped envelope to WIQI-FM Promotions/Winners List, 230 Merchandise Mart Plaza, Chicago, IL, 60654, and include the name of the Contest.

**NO PURCHASE NECESSARY.**