

## **#ZBROWNIES**

### **Online Giveaway**

#### **OFFICIAL CONTEST RULES**

##### **CONTEST DESCRIPTION:**

The #ZBROWNIES contest ("Contest") will begin on Thursday, September 4, 2014 and end on Thursday, January 15, 2015 ("Contest Period"). This Contest will be conducted exclusively online. One (1) winner will be awarded VIP seating at the tailgate party located at Stats Bar. (ARV=\$50) ("Prize").

##### **HOW TO ENTER / EXECUTION:**

Listeners of WENZ-FM ("Station") who are legal residents of the United States residing within the Cleveland, OH metropolitan area, and are 21 years of age and older will be able to take part in this Contest. To participate in the Contest, listeners must do the following:

1. Contest participants must register online through the Station's Instagram @Z1079.
2. Upon entering the Contest participants are to upload a photo of themselves to Instagram using the hashtag #ZBROWNIES to register for a chance to win.
3. Contest participants must submit an appropriate photo of a "Bombshell Brownie" i.e. a picture of themselves wearing Cleveland Browns gear.
4. After completing the registration process, qualified entrants will be eligible for a chance to win.
5. All Internet entries must be received by 12:00am local time on Thursday, January 15, 2015, or they will be void.
6. Submitted entries must be "family-friendly", appropriate for all audiences, and must meet the below-listed Entry Requirements.
7. By uploading a submission and entering this Contest, each participant represents and warrants to be bound by the Official Contest rules, that they are authorized to and have the rights to submit the content in the entry, and that all of the below-listed requirements have been met.
8. One entry per person per day per email address during the Contest Period.
9. In the event of a dispute regarding the identity of a participant's online entry, the entry will be deemed to have been made by the authorized holder of the e-mail account at the time the entry was made.
10. Winners will be selected at random. Winners will be notified by phone and / or email.

11. Winners will be instructed to come to the offices of the Station located at 6555 Carnegie Avenue Suite 100 Cleveland OH 44103, to claim the Prize.
12. Winners must provide valid identification (i.e. via driver's license, passport or other government-issued photo I.D.) to claim the Prize. Identification documents must match information previously provided to the Station.
13. All decisions made by the Station and Blue Chip Broadcasting, LTD., ("Company") management regarding any aspect of this Contest are final.

Entry Requirements:

- Entries must contain a photo of the contestant
- Entries may not be patently offensive, illegal, pornographic or obscene, or similarly inappropriate in the Station's sole discretion
- Submissions may not infringe upon any rights of any third party including without limitation, copyright, trademark and right of publicity or privacy
- Entries must be produced and solely owned by the contestant submitting the entry
- Entries must be unpublished and not have been submitted in other competitions
- Submissions must not contain: unnecessary violence, derogatory characterizations of any ethnic, racial, sexual or religious groups, humiliate other people (publicly or otherwise), or otherwise assault or threaten others

**ELIGIBILITY RESTRICTIONS:**

1. The Contest is open to listeners of the Station who are 21 years of age and older, are loyal Listener Club Members and are legal residents of the United States residing within the Cleveland, OH metropolitan area.
2. Employees of the Station, the Company, its subsidiaries, affiliates, general sponsors, advertisers, competitors, promotional partners, other radio stations in the Cleveland metropolitan area, and members of the immediate families or those living in the same households (whether related or not) of any of the above are NOT eligible to participate or win in this Contest. For purposes of this Contest, immediate family members mean spouses, parents, grandparents, children, and siblings and their respective spouses.
3. Participants may only win once during this Contest.
4. Persons who have won a prize in another contest or promotion of any kind from the Station within the thirty (30) day period immediately preceding the start date of this Contest are not eligible to participate. Only one person per family or household (whether related or not) may win in any promotion from the Station during any thirty (30) day period.

**PRIZES:**

1. One winner will be awarded the following Prize elements:

One (1) winner will be awarded VIP seating at the tailgate party located at Stats Bar. (ARV=\$50) ("Prize").

2. Transportation to and from the event venue, meals, beverages, souvenirs, and incidentals are the responsibility of the winner and his or her guest.
3. To the extent that prize elements are provided by third-party providers, winner agrees to look solely to applicable prize providers with respect to any claims, losses, or disputes in connection therewith.
4. Dates and times of concerts, events, and activities promoted by event sponsors are subject to change and those changes are deemed to be beyond the control of the Station. Changes of venue, cancellation of engagements by performing artists, and/or their management may be permanent in nature. The Station is not obligated to make any effort to find an alternative prize under these circumstances.
5. Prize will not be mailed. Unless otherwise provided, Prize must be claimed at the Station's offices by no later than 5pm on Friday, January 16, 2014, or the Prize will be forfeited.
6. No substitution of Prize is offered, no transfer of Prize to a third party is permitted and non-cash Prizes may not be redeemed for cash value, except as determined by Station management and/or the sponsor in its sole discretion.
7. All Contest winners must sign and date official Station release and waiver forms as requested. Failure to do so will result in winner forfeiting the Prize.
8. If for any reason a Contest winner decides not to accept the Prize awarded, the winner will be required to sign a release form acknowledging forfeiture of the Prize. It will be at the discretion of the Contest sponsor and / or Contest administrator if another entrant is to be selected as the winner if time permits.
9. In the event any winner is found to be in violation of these Official Rules or is otherwise determined by the Station, in its sole discretion to be ineligible, he/she will be required to forfeit the prize or to reimburse the Station and / or any sponsor for the stated value of the prize if such a violation is found after the prize has been used by winner.

#### **GENERAL CONDITIONS:**

1. Winners are responsible for all applicable taxes associated with the receipt of the Prize.
2. Any person winning over \$600.00 in prizes will receive an IRS form 1099 at the end of the calendar year for tax purposes and a copy of such form will be filed with the IRS as required by law.
3. No purchase necessary. Contest is void where prohibited. Contest is subject to all applicable federal, state and local laws and regulations.

4. Odds of winning depend upon the number of eligible entrants participating during the Contest Period.
5. By participating in the Contest, the winner or winners agree to have their name, voice, or likeness used in any advertising or broadcasting material relating to this Contest, in any media now known or hereafter devised for advertising or promotional purposes without additional compensation, and must sign a publicity release prior to acceptance of the prize. By entering this Contest, each participant agrees to comply with the Official Rules and the decisions of the Contest sponsor which shall be final and binding in all aspects relating to the Contest.
6. All Contest winners will be required to sign a liability release prior to acceptance of any prize. Pursuant to the liability release, the winner or winners will agree to hold the Station, the Company, any other Contest parties and each of their respective affiliates, subsidiaries, agencies, officers, shareholders, directors, employees, agents and representatives of each of the foregoing, harmless against any and all claims or liability, directly or indirectly related to or arising from or in connection with Contest participation or the acceptance, possession or use / misuse of awarded Prize or any portion thereof, or participation in Prize-related activities, including but not limited to any related travel.
7. Winners must provide valid identification (i.e. via driver's license, passport or other government-issued photo I.D.) to claim their Prize.
8. The Station retains the right to disqualify any entrant if all Contest rules are not followed. Contest void if prohibited by law.
9. So long as no participant is materially adversely affected, the Station reserves the right to make changes in these Contest rules, which will become effective upon being announced on the air and / or posted online.
10. The Station, the Company, participating sponsors and their respective parent companies, subsidiaries, affiliates or their representatives, agents and employees are not responsible for the inability of any entrant to complete or continue a telephone call, internet registration or text entry due to equipment malfunction, busy lines, inadvertent disconnections, unavailable network, server, Internet Service Provider (ISP) or other connections, communication failures or human error that may occur in the transmission, receipt or processing of entries, including any injury or damage to any computer arising from or relating to participation in this Contest. Any use of robotic, macro, automatic, programmed or like entry methods will void all such entries, and may subject that entrant to disqualification.
11. By accepting the Prize, the winner acknowledges that the Station and the Company have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to the prize or to any portion thereof, including but not limited to its quality, mechanical condition or fitness for a particular purpose.
12. The Station, the Company, its subsidiaries, its affiliates, participating sponsors and promotional partners will not assume any responsibility for any changes in the

execution of the Contest, including; cancellation of the Contest as a result of the occurrence of events not within the control of the Station, the Company, its subsidiaries, affiliates, participating sponsors, promotional partners and other radio stations, such as acts of God, strikes, terrorists acts or criminal acts of third parties. In the event, such an act should occur, the Station may in its sole discretion, offer the winner comparable prize(s) currently being offered by the Station in lieu of the Prize originally awarded.

13. If for any reason, the Contest is not capable of running as planned, including without limitation, any suspected evidence of tampering or technological corruption or if any portion of the Contest is compromised by virus, bugs, worms or unauthorized human intervention, fraud, an insufficient number of qualified Contest entries, or any other causes beyond the Station and the Company's, control which, in the Station and the Company's sole opinion, corrupts, threatens or impairs the administration, security, fairness, integrity, or proper conduct of the Contest, the Station and the Company reserve the right to cancel, terminate, modify or suspend the Contest at their sole discretion.
14. Copies of Contest rules are available upon request during regular business hours, Monday – Friday 9:00 a.m. to 5:00 p.m., in the offices of the Station, located at 6555 Carnegie Avenue Suite 100 Cleveland OH 44103.