

SMS CASH SWEEPSTAKES
Official Rules

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

PROMOTION DATES: The **SMS Cash Sweepstakes** (the "Promotion") starts on **March 12, 2021 at 12:00 a.m.** Eastern Time ("ET") and ends on **March 26, 2021 at 11:59 p.m.** ET("Promotion Period"). The time will be determined by the local Station timekeeping system of **WENZ-FM** ("Sponsor"). Sponsor will have the sole discretion in determining the timeliness of any action or inaction related to this Promotion.

ELIGIBILITY: Promotion is open to legal residents of the United States who are 18 years of age or older, who live within the **Cleveland, OH** metropolitan area ("Promotion Area"), and who have internet access as of the start of the Promotion Period. Employees of Sponsor, Blue Chip Broadcasting, LTD ("Company"), prize provider (if any) ("Promotion Parties"), and of their respective parents, subsidiaries, affiliates, promotion agencies, advertising agencies, and any other entity involved with the development or administration of this Promotion and members of those employees' immediate family (spouse, parents, grandparents, children, grandchildren, and siblings and their respective spouses, regardless of where they reside) and persons living in the same household, whether or not related, of such employees, are not eligible to enter or win. Void where prohibited and outside the Promotion Area.

Persons who have won a prize in another sweepstakes or promotion of any kind from the Sponsor or Company within the 30-day period immediately preceding the start date of this Promotion are not eligible to participate. Only one person per family or household (whether related or not) may win in any promotion from the Sponsor during any 30-day period.

HOW TO ENTER: There are two ways to enter, via text message or via email:

Text Message: To enter the Promotion and sign up for the Sponsor text club, first text **MONEY** to **71007**. You will then be sent a text message inviting you to enter the Promotion and sign up for the Sponsor text club. Reply "Y" to complete entry and text club sign-up. By signing up for the text club, you agree to receive autodialed Sponsor and third-party ads to the number you provide. Consent to receive texts is not required for purchase of any good or service from Sponsor. All text message entrants must have a text messaging two-way capable handset and digital service in order to enter the Promotion using the text messaging method. Text message entrants will be sent a text message to confirm or reject entry into a Sweepstakes. Text STOP to stop and HELP for help. Text-message entries may be subject to fees under the terms of the entrant's cell-phone/text messaging subscription plan (contact your carrier for pricing plans and details). Text messaging and wireless service are not available in all areas. If any dispute arises as to identity of any text-message entrant, the entrant will be considered the authorized account holder. "Authorized Account Holder" is defined as the natural person who is assigned a number by the cellular provider or as shown on the cellular provider's records or the natural person authorized to use the number by an entity that is shown on the cellular provider's records for that number.

Email: During the Promotion Period, email Clevelandwinners@radio-one.com and include your name, your date of birth, and phone number to receive one entry. A valid email address is required for entry. To enter the Promotion using a mobile device, you

must have a service plan for your web-enabled mobile device with your wireless service provider. If there is a dispute regarding the identity of an entrant's email entry, the entry will be deemed to have been made by the authorized holder of the email account at the time the entry was made. The authorized account holder is the natural person who is assigned to the applicable account by the email platform. If you choose to enter using your mobile phone, standard data rates may apply. See your wireless service provider for pricing plan details and capabilities. The information you provide will be used for the purposes of Promotion administration and in accordance with Sponsor's Privacy Policy.

CONDITIONS APPLICABLE TO ALL ENTRIES: Entries must be received by the end of the Promotion Period to be eligible. **Limit one entry per person throughout the Promotion Period [please confirm].** Entries received from any person in excess of the stated limitation will be void if discovered by Sponsor. Illegible and incomplete entries are void.

WINNER DETERMINATION, NOTIFICATION, AND VERIFICATION: After the close of the Promotion Period, one potential winner will be selected in a random drawing held from among all eligible entries. Odds of winning the prize depend on the number of eligible entries. Sponsor will attempt to notify potential winner by email or telephone, and potential winner must respond within 72 hours of initial notification attempt. Potential winner will be asked to provide their full name, telephone number (including area code), date of birth, street address, and/or email address. Potential winner may be required to complete an Affidavit of Eligibility, Liability and Publicity Release (unless prohibited by law) and any other documents required by Sponsor, and, if so, required documents must be signed and returned within three business days of date appearing on prize notification. Prize will be awarded only upon winner verification and final approval by the Sponsor. If potential winner does not respond by the deadline set forth above, if potential winner does not claim the prize by the deadline, if prize notification is returned as undeliverable, if potential winner fails to sign and return requested documentation within the specified time period, and/or if potential winner is not in compliance with these Official Rules, including eligibility requirements, that potential winner may be disqualified and, at Sponsor's sole discretion, the Sponsor may select an alternate winner, time permitting, by random drawing from remaining eligible entries. If the winner is at least 18, but still considered a minor in his/her jurisdiction of residence, Sponsor reserves the right to award the prize in the name of his/her parent or legal guardian who will be responsible for fulfilling all requirements imposed on winner set forth herein. Winner may be instructed to come to the offices of the Sponsor located at the address set forth below during regular business hours to claim the prize, and, if so, winner will be given a deadline to do so. If Sponsor mails prize to winner, Sponsor is not responsible for loss, delay, or damage in delivery. Winner may be required to provide valid identification (e.g., via valid state-issued driver's license, passport or other government-issued I.D. containing the person's name, date of birth, and photograph) to claim the prize. If so, identification documents must match information previously provided to the Sponsor. The prize may be claimed only by the actual winner. Friends and family members are not eligible to claim the prize on behalf of the winner. Released Parties (defined below) shall not be liable for any claims made by ineligible entrants.

PRIZE: There is one prize. The prize is **Cash in the amount of One Thousand Dollars.** The approximate retail value of the prize is **\$1,000.** Prize is awarded "as is" with no warranty or guarantee, either express or implied. No substitution of prize is offered, and the prize may not be transferred to a third party. Non-cash prizes may not be redeemed for cash value, except as determined by Sponsor in its sole discretion. The Sponsor reserves the right to substitute an item of equal or greater value if an advertised prize

element is unavailable. All federal, state, and local taxes on the prize, and any other costs, fees, and expenses associated with prize acceptance and use not specifically provided for herein are the sole responsibility of the winner. Properly claimed prize will be awarded, but in no event will Sponsor award more prizes than are provided for in these Official Rules.

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. If any winner is found to be in violation of these Official Rules or is otherwise determined by the Sponsor, in its sole discretion to be ineligible, he/she may be required to forfeit the prize or to reimburse the Sponsor for the stated value of the prize if such a violation is found after the prize has been used by the winner. Dates and times of concerts, events, trips, and activities are subject to change, and those changes are beyond the control of the Sponsor. Changes of venue and cancellation of engagements by performing artists and/or their management may be permanent in nature. The Sponsor is not responsible for replacing tickets if a show is canceled because of weather, promoter, performer, or any other reason. The Sponsor is not obligated to make any effort to find an alternative prize under these circumstances. Transportation to and from any event venue, parking, meals, beverages, souvenirs, and incidentals will be the responsibility of the winner and his or her guest. Movie passes and/or special screening and premiere movie passes are valid for space available only. Seating is provided on a first-come, first-served basis. Gift cards are subject to terms and conditions as specified by issuer.

GENERAL CONDITIONS: Entrant agrees that it is entrant's responsibility to participate in the Promotion and to use the prize (if applicable) in a manner that is safe for entrant and third parties. By participating, each entrant agrees: (a) to abide by these Official Rules and decisions of Sponsor and judges, which will be final and binding in all respects relating to this Promotion; (b) to release, discharge, and hold harmless the Promotion Parties, any applicable social media platform (Twitter, Instagram, or Facebook), and the advertising agencies, promotion agencies, and any other third-parties involved in the development or administration of this Promotion and all of their respective parents, affiliates, subsidiaries, and all of the respective officers, directors, shareholders, employees, agents and representatives of the forgoing (collectively, "Released Parties") from all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from entrant's participation in the Promotion or any Promotion-related activity or the acceptance, possession, use, or misuse of the awarded prize or prize element; and (c) to the use of his/her name, voice, submitted entry, performance, photograph/video, prize information, image, and/or likeness for programming, advertising, publicity, trade, and promotional purposes in all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor and its designees (unless prohibited by law), without compensation or additional consents from entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so. By entering, entrant also agrees not to release any publicity or other materials on their own or through someone else regarding their participation in the Promotion without the prior consent of the Sponsor, which Sponsor may withhold in its sole discretion. Sponsor also reserves the right, in its sole discretion, to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Promotion. Sponsor reserves the right to disqualify any individual from further participation in the Promotion if Sponsor concludes, in its sole discretion, that such person: (a) has attempted to tamper with the entry process or other operation of the Promotion; (b) has failed to comply with or has attempted to circumvent these Official

Rules; (c) has committed fraud or attempted to undermine the legitimate operation of the Promotion; or (d) has acted toward Sponsor, any other entity affiliated with the Promotion, or any other entrant in an unfair, inequitable, annoying, threatening, disrupting, or harassing manner. If a dispute arises regarding compliance with these Official Rules, Sponsor may consider, in its sole discretion, data reasonably available to Sponsor through information technology systems in Sponsor's control, but Sponsor will not be obligated to consider any data or other information collected from any other source. Any failure by Sponsor to enforce any of these Official Rules will not constitute a waiver of such Official Rules. If there is a conflict between any term of these Official Rules and any marketing or entry materials used in connection with the Promotion, the terms of these Official Rules will govern.

MISCELLANEOUS: Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled entries, tweets, retweets, Twitter, Instagram or Facebook updates; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), Website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing, or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties that may occur in connection with the administration of the Promotion, the processing of entries, or tweets, retweets, and/or updates, the announcement of the prize and winner, or in any other Promotion-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by Website users, tampering, hacking, or by any equipment or programming associated with or used in the Promotion. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Promotion or downloading materials from or use of the Website. Should any portion of the Promotion be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes that, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Promotion and, if terminated, select the potential winner by random drawing from all eligible, non-suspect entries received prior to action taken, or in such other manner as Sponsor, in its sole discretion, deems fair and appropriate under the circumstances, if possible. If Sponsor terminates the Promotion, Sponsor will announce the termination via the Website.

GOVERNING LAW AND JURISDICTION: EXCEPT WHERE PROHIBITED, ENTRANTS AGREE THAT ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS PROMOTION, OR PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND ALL CLAIMS, JUDGMENTS, AND AWARDS WILL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED BY ENTRANT WITH REGARD TO THIS PROMOTION, BUT IN NO EVENT ATTORNEYS' FEES, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants and Sponsor in connection with the Promotion will be governed by and construed in accordance with the laws of the **Choose the State Where Station Located** ("State"), without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any other

jurisdiction. The state and federal courts located in the State will be the exclusive forum for any dispute relating to these Official Rules and/or this Promotion. All entrants and winner agree, by their participation in the Promotion, to submit to the personal jurisdiction of the state and federal courts in the State and waive the right to contest jurisdiction.

Winner NAME: For the name of the winner, send a self-addressed stamped envelope with the name of the Promotion on the outer envelope and addressed to Winner Name, **WENZ-FM** 6555 Carnegie Avenue, Suite 100, Cleveland, OH 44103 within two months of the end of the Promotion.

SEVERABILITY: If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

SPONSOR: Blue Chip Broadcasting, LTD 6555 Carnegie Avenue, Suite 100, Cleveland, OH 44103

This Promotion is in no way sponsored, endorsed or administered by, or associated with Twitter, Instagram or Facebook.