

**WENZ
CLEVELAND BALLER BATTLE
ONLINE GIVEAWAY
OFFICIAL CONTEST RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN.

CONTEST DESCRIPTION:

The 2023 Cleveland baller battle contest will begin on Tuesday, March 14, 2023 and end on Monday, April 3, 2023 (“Contest Period”). This Contest will be conducted exclusively online. One (1) grand prize winner(s) will be awarded one (1) Hennessy/Cav’s viewing party at a Hennessy on-premise account for the winner and 5 friends (ARV=\$500).

HOW TO ENTER:

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 or older will be able to take part in this Contest. To participate in the Contest, participants must do the following:

1. On March 14th, the contest will begin as users/listeners will be directed online to fill out the Cleveland Baller Battle Bracket in order for a chance to win the grand prize. One entry will win by random selection.
2. Contestants must submit their entries online through the Station’s website at www.ZHIPHOPCLEVELAND.com.
3. Upon entering the website, participants are to follow the on-screen instructions, including entering their name, date of birth, address, phone number, email address, and any optional or additional contact information, as requested, to register for a chance to win.
4. All internet entries must be received by 11:59PM EST on Monday, April 3, 2023, or they will be void.
5. One entry per person per day per email address during the Contest Period.
6. 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.

Submitted entries must be “family friendly”, appropriate for all audiences, and must meet the below-listed Entry Requirements.

By uploading a submission and entering this Contest, each participant represents and warrants to be bound by these Official Contest rules, and that they are authorized to and have the rights to submit the content within the entry.

Entry Requirements:

- Entries may not be patently offensive, illegal, pornographic or obscene, or similarly inappropriate in the Station's sole discretion.
- Entries must not contain any profanity, obscene language, lewd or sexual content or references.
- 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 (or parent/legal guardian) submitting the entry
- Entries must not contain commercial products (e.g., clothing, toys, food) and/or their trademarks, brands, logos or endorsements
- Entries must be unpublished and not have been submitted in other competitions
- Submissions must not contain: derogatory characterizations of any ethnic, racial, sexual or religious groups, humiliate other people (publicly or otherwise), or otherwise assault or threaten others
- If individuals in addition to the contestant are featured in the entry, each entrant warrants and represents that the entrant has obtained permission from each person who appears in the submission

ELIGIBILITY RESTRICTIONS:

1. The Contest is open only to legal residents of the United States residing within the Cleveland, OH metropolitan area who are 21 years of age or older at the time of Contest registration.
2. Employees of the Station, the Company, its subsidiaries, affiliates, general sponsors, advertisers, competitors, promotional partners, other radio stations in the Cleveland Ohio 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 Sweepstakes. For purposes of this Sweepstakes, immediate family members mean spouses, parents, grandparents, children, and siblings and their respective spouses.
3. 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.
4. Contestants agree to abide with any applicable federal, state, local laws and regulations.

PRIZES:

1. The following prize elements will be awarded:

One (1) Hennessy/Cav's viewing party at a Hennessy on-premise account for the winner and 5 friends (ARV=\$500).

2. Ground transportation, luggage costs, meals, beverages, gratuities, hotel room service, laundry service, local and long distance telephone calls, souvenirs, incidentals, and all other expenses not specified herein are the responsibility of the winner and his or her guest.
3. 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.
4. All Contest winners must sign and date official Station release and waiver forms as requested. Failure to do so will result in the winner's forfeiture of the prize.
5. All cash prizes won will be awarded in the form of a check. Winners will be notified when their prize check is available for pick-up.
6. Gift cards are subject to terms and conditions specified by issuer.
7. 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.
8. Dates and times of concerts, events, activities, and trips promoted by event sponsors are subject to change and those changes are deemed to be beyond the control of the Station and the Company. Changes of venue, cancellation of engagements by performing artists, and/or their management may be permanent in nature. The Station and the Company are not obligated to make any effort to find an alternative prize under these circumstances.
9. Prizes will be awarded only upon winner verification and final approval by the Station.
10. If for any reason a contest winner provides notice that they have decided not to accept an awarded prize, the winner may 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 contestant is to be selected as the winner if time permits.
11. Prizes will be emailed to winners upon winner verification. Winners must provide valid identification (e.g. via driver's license, passport or other government-issued photo I.D.) to claim their prize. Identification documents must match information previously provided to the Station.
12. If Contest winner does not claim their prize by 2pm on Tuesday, May 2, 2023, the prize will be forfeited.
13. 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 may 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.

EXECUTION:

1. During the Contest Period, eligible participants will be encouraged to take part in the Contest by registering online at www.zhiphopcleveland.com. After completing the registration process, qualified entrants will be eligible for a chance to win the grand prize.
2. On Tuesday, April 4, 2023 the winner(s) will be determined by random selection.
3. The grand prize winner(s) will be notified by phone, and / or e-mail.
4. All decisions made by the Station and Company management, or any Contest Sponsor regarding any aspect of this Contest are final.

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, local laws and regulations.
4. Odds of winning depend upon the number of eligible contestants 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 these Official Contest Rules and the decisions of the Station and / or Contest sponsor which shall be final and binding in all aspects relating to the Contest.
6. The Station and the Company retain the right to disqualify any contestant if all Contest rules are not followed.
7. So long as no participant is materially adversely affected, the Station reserves the right to make changes in the Contest rules, which will become effective upon being announced on the air and posted online.
8. 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, sponsor, 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 any awarded prize or any

portion thereof, or participation in prize-related activities, including but not limited to any related travel.

9. 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.
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 contestant to complete or continue an internet registration 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 Promotion. Any use of robotic, macro, automatic, programmed or like entry methods will void all such entries, and may subject that entrant to disqualification. In addition, the Station, the Company, participating sponsors and their respective parent companies, subsidiaries, affiliates or their representatives, agents and employees are not responsible for late, lost, misdirected, mutilated, illegible or incomplete contest entries. No mechanically reproduced or automated entries permitted. Entry materials/data that have been tampered with or altered are void. Once submitted, entries become the property of the Station and the Company and will not be returned.
11. 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 Sweepstakes, 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.
12. 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, acts of God, strikes, terrorists acts, criminal acts of third parties, 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.
13. Any attempt by an entrant to deliberately undermine the legitimate operation of the Contest may be in violation of criminal and civil laws and should such an attempt be made, the Station and the Company reserve the right to seek remedies and damages (including attorney's fees) from any such entrant to the fullest extent of the law, including criminal prosecution.

14. Copies of Sweepstakes 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 Ave Suite 100 Cleveland OH 44103.