

CONTEST NAME: "Eagle 97.7 Elf on the Shelf Photo Contest"

SPECIFIC CONTEST RULES

Effective Date: November 20, 2023 through December 11, 2023

Participating Radio Station(s)/Studio Address(s)/Phone #'s/WebsiteAddress(s):

WAFL-FM

1666 Blairs Pond Road

Milford, DE 19963

(302) 422-7575

www.foreverdelmarva.com

Declared Value of Prize(s): Eight (8) individually awarded prizes, each consisting of one (1) car pass for the Gift of Lights valued at thirty five dollars (\$35) ("Prize(s))"

Forever Media, Inc. through their Participating Radio Station(s), in conjunction with various sponsor(s) and/or prize provider(s) (collectively, "Forever") is conducting a contest named as set forth above ("Contest"). Forever may air contest(s) from time to time which are conducted by Forever's advertisers and other organizations that are not, sponsored or endorsed by, and/or for which, neither Forever, nor its radio stations, participate ("Non-Forever Contest(s)"). For any Non-Forever Contest(s) please refer to the contest rules of the Non-Forever Contest Sponsor. Forever assumes no liability or responsibility in whole or in part for any Non-Forever Contest(s).

1) No purchase or payment necessary. Odds of winning will vary based on Contest(s) participation. Void where prohibited or restricted by law. Unless otherwise specifically provided, Contest participants ("Participant(s) or singularly Participant") may only play, register or win one time during a Contest. For on-air Contests, there is no limit as to the number of call-ins or texts a Participant(s) may attempt, however that Participant(s) may only play, register or win once. Participant(s) are limited to one prize or prizes ("Prize(s)") per household every 30 days. For Prize(s) valued at over \$150, only one Prize(s) per household every 90 days. For any Prize(s) over \$600, only one Prize(s) per household every 180 days. Participant(s) must be 13 years of age or older to enter, however the Participating Radio Station(s) reserves the right in its sole discretion to restrict the age of participation for any Prize(s) due to the nature of the Prize to then be awarded, which will be announced on the earlier of the start of the Contest in its specific rules, or, prior to the drawing of a Prize(s) in the event of a live drawing. Unless provided in a specific Contest's rules, any duplicate registration entries will disqualify ALL entries by that Participant(s).

2) At random to be announced times over the Effective Date, Forever's Participating Radio Station(s), will give Participant(s) a chance to win the above described prize(s) or consideration awarded above. **By registering or otherwise participating in this contest or event, Participant(s) hereby affirm that they have read and agree to the contest or event rules, including but not limited to the Forever EVENT PARTICIPATION, PUBLICITY, PHOTOGRAPHIC, AUDIO, VIDEO AND PRIZE WINNER ACKNOWLEDGEMENT, RELEASE AND HOLD HARMLESS as posted on the Participating Radio Station(s) website.**

- Beginning at 12:01am on November 20, 2023 through 11:59 pm on December 3, 2023, the Participating Radio Station(s) will solicit Participant(s) to submit content-appropriate, nonprofessional images of their "Elf on the Shelf" photos to the Participating Radio Station(s) Website(s). Forever at all times reserves the right, in its sole discretion, to post or not post any respective submission for posting on a case by case basis. The decision by Forever as to whether or not to post any respective image is final. Once rejected an image cannot be resubmitted.
- Submitted Elf on the Shelf Photos will be featured on the Participating Radio Station(s) websites for voting on by listeners. Voting will commence at 12:01 p.m. on December 4, 2023 and end at 11:59 PM on December 10, 2023. One vote per Participant per hour.
- The top 3 finalist(s) with the most online votes will be deemed Prize(s) winner(s). In the event of a tie, the winner will be determined by a random drawing of tied entries. Forever will also choose five (5) random Prize(s) Winner(s) from all entries received. Forever will announce the Prize(s) winner(s) on air on the Participating Radio Station(s) and post to the Participating Radio Station(s) website on December 11, 2023.
- The image submitter must be 18 years of age or older to enter and must have a valid State issued Driver's License or State issued Identification Card.
- Inappropriate (in Forever's sole and final discretion) and/or professional images will not be accepted and will disqualify participant(s) from the Contest. All images must be taken by Participant(s).
- Forever at all times reserves the right, in its sole discretion, to utilize any respective submission for posting and/or in Forever's promotional on a case by case basis. The decision by Forever as to whether or not to post any respective image is final. Once rejected an image cannot be resubmitted and will not be returned to the Participant(s). Participant(s) and their household

members, heirs and assigns do hereby irrevocably and perpetually give Forever(s) and their respective radio station(s), affiliates, subsidiaries, employees, agents, owners, officers, directors and assigns full permission and authority to use the name image and/or likeness and/or audio and/or video and any other information regarding the Participant(s) for advertising and promotion and further hold them harmless from any and all liability, including without limitation, claim for copyright violation, claim for invasion of privacy or defamation of character, whether intentional or otherwise, in connection with such use. The Participant also hereby waives any right to inspect or approve the finished copy of any media, website, social media, broadcast, advertising material and/or any other Forever use, direct or indirect as regards this Covered matter.

- Event contingent on and subject to any and all Sponsor Location/Venue COVID 19 rules and regulations in place at the time of the Event.
- Winning Participant(s) will be announced on the air and/or on the Participating Radio Station(s) website and/or will be notified by the preferred phone number or email provided by the Participant(s) in the event of a registration.
- Winners are responsible for completing all required paperwork concerning the delivery of their Prize(s). Including but not limited to the Forever EVENT PARTICIPATION, PUBLICITY, PHOTOGRAPHIC, AUDIO, VIDEO AND PRIZE WINNER ACKNOWLEDGEMENT, RELEASE AND HOLD HARMLESS as posted on the Participating Radio Station(s) website. Prize(s) winners are responsible for any additional expenses beyond the specifics detailed such as transportation to and from the event and parking fees to the venue.
- Prize(s) may be time sensitive. Unless otherwise notified by the Participating Radio Station(s), winner(s) must pick up their Prize(s) on the earlier of: (i) noon two (2) business days prior to the date of a time specific contest, concert, or event, or (ii) thirty (30) days from the Prize(s) award. Proper photo ID will be required to pick up a Prize(s) at the Participating Radio Station(s) or, in the event that a specific Prize(s) must be picked up at a venue will call window, proper Photo ID for that Winner will be required. Winners are hereby advised and acknowledge that Event admission Prize(s) may be issued by the Prize(s) Event Venue in e-ticket or other electronic delivery form, which would require Winners to supply a valid email address to Forever in advance. Winners are responsible for notifying Forever of their receipt of any electronic tickets and agrees to hold Forever harmless from and any all claims regarding the electronic transmittal of any Venue electronic ticket failure or discrepancy.
- If any concert or event is cancelled, no other Prize(s) will be substituted.
- Prize(s) encompassing Restaurant gift certificate(s) have no cash value and may have redemption restrictions such as not being redeemable for purchase of alcohol and/or the gratuity. All restaurant gift certificates Prize(s) Winners are responsible for confirming with the particular restaurant gift certificate venue regarding any restrictions prior to use.
- Winners are responsible for completing all required paperwork concerning the delivery of their Prize(s). Any Forever Contest(s) winner who during the course of a calendar year wins more than \$600 in prizes in the aggregate from Forever and/or a participating Vendor or Sponsor for those Contest(s) will receive an IRS Form 1099 from Forever, or as otherwise specifically provided in the rules for that Contest.
- **Prize(s) that might include either a specific or random prize that includes the award of event tickets to a concert venue or other event ("Event") may have varying de minimus declared values that exceed the \$200 Declared Value of Prize(s). In addition, this type of Event may also include a meet and greet and/or backstage pass and/or VIP opportunity on a case-by-case basis. If a meet and greet, backstage pass opportunity is available for a particular Event it will be announced in advance of that Event, and the value of the meet and greet and/or backstage pass will be declared at 150% of the base floor premium seat and included as an add on to the per ticket value ("Prize(s)").**
- All Contest Participant(s) are also advised that any Prize(s) for a particular Forever Contest may be supplied by a Record Label, Event Promoter, or other type Sponsor ("Prize(s) Provider"). In such case where the Prize(s) Provider is not a traditional over the air advertiser, the Participating Radio Stations will advise such over the air, during the contest at random times.
- The Forever Participating Radio Station(s) may from time to time work in conjunction with artists, concert promoters and various venues throughout our listening area to provide contestants the opportunity to win tickets and sometimes meet performers or personalities backstage and/or communicate with the performers or personalities via internet or social media as part of a contest or promotion. In such case, the Participating Radio Station(s) will be notified not later than 24 hours prior to the event where possible. This opportunity is at all times subject to the sole discretion of the performer and the controlling venue or the Participating Radio Station(s) and subject to change at any time. With this in mind, there may be situations where the Forever Participating Radio Station(s) and the promoter and/or the venue cannot be held liable for, including but not limited to: changes to the time, place, method, procedure, acts of god, technical or logistical difficulties or cancellation of the event and or applicable interface with the performer or personality interface sessions at any time. In all cases of performer or personality interface, Winner(s) are responsible for arriving or being available for the interface at the predetermined time and may not be intoxicated or under the influence of any substance, Winners that miss the predetermined time or are visibly impaired or act inappropriately as, determined in the sole discretion of the performer, and/or personality, and/or any Forever Media employee and/or artist management at their sole discretion, will forfeit their ability to interface with the artist or performer and will not be awarded any prize substitution or other compensation of any kind.
- Prize(s) may not be exchanged and have no cash value.

3) Any questions or comments regarding the operation of the Contest must be made in writing to Participating Radio Station(s) General Manager at the Studio Address.

4) All Contest Rules are subject to change at the sole discretion of the Participating Radio Station(s) at their sole discretion. Forever retains the right to cancel this Contest for any reason at any time.

5) A copy of the official rules governing this Contest as well as Forever's General Contest Rules are available at the Participating Studio Address and on the Participating Radio Station(s) website address(s). Copies of the rules can be requested by sending a self-addressed stamped envelope to the Studio Address.

The above Specific Contest Rules are to be applied in conjunction with the General Contest Rules in effect by Forever at the time of a Specific Contest and may be amended, supplemented, modified in all or part for a specific radio station or station(s) Events/Contests/Activities from time to time by Forever in its sole discretion. Forever at all times reserves the right to amend/supplement and/or modify these Specific Contest Rules with specific rules which shall be made available by the Forever radio station as appropriate and in the Forever radio station(s) sole discretion. Listeners' and potential contest Participant(s) are urged to acquaint themselves with these Specific Contest rules in advance of their participation. Where Specific Contest Rules are in place for a particular event, those Specific Contest Rules shall control over, where different, from the General Contest Rules.

Forever Media, and its affiliates and their Radio Station(s) do not and shall not discriminate, in any manner on the basis of race, ethnicity, religion, gender, or age respecting their recruiting, employment or advertising practices.

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