

**Beasley Media Group, LLC d/b/a WXKB(FM)**  
**General Contest Rules**

These rules apply to all contests conducted by Beasley Media Group, LLC d/b/a WXKB(FM) (the “Station”). In some events, specific contests will have their own rules which will be set forth in specific contest rules and will be available at the Station studio located at 20125 S. Tamiami Trl., Estero, FL 33928 during regular business hours, Monday through Friday (excluding holidays) 9:00am to 5:00pm, and on the Station’s website at [www.b1039.com](http://www.b1039.com). If there is a conflict between these General Contest Rules and the rules for a specific contest, the rules for the specific contest shall control.

**1. ELIGIBILITY RESTRICTIONS**

- a. Unless otherwise specified, contests are open to all listeners who are 18 years of age or older and who reside in the following Florida counties: Lee, Collier, Charlotte, Hendry, Glades, except where prohibited by law. Entrants must possess a valid, government-issued ID. Winner must show proof of residency to verify eligibility.
- b. Employees of Station, its licensee, its parent corporation and their affiliated entities, advertising and PR agencies, participating sponsors/promotional partners, other radio stations in the service area of the Station and the members of their immediate families and those living in the same household of each (whether related or not), are ineligible to enter or win. The term “immediate family” includes spouses, siblings, parents and legal guardians, children and legal wards, grandparents, and grandchildren, including “in-laws.”
- c. Unless otherwise specified, listeners are eligible to win in Stations contests only once every seven (7) days and a prize valued at \$600 or more, only once every thirty (30) days. Only one winner per household (whether related or not) is permitted in any contest.

**2. HOW TO ENTER**

- a. **No purchase is necessary. Contests are void where prohibited and are subject to all federal, state and local laws.**
- b. Unless otherwise noted, one entry per person will be accepted. In the event multiple entries are allowed, each entry must be submitted individually. Mechanically reproduced or software generated entries of any kind will not be accepted. Any materials submitted become the property of Station and will not be returned.
- c. Some contests may require entrants to log in and enter via their account on a third party social media website, such as Facebook, Twitter or Instagram. In the case an entrant does not have an account on such a website, entrants may create a free account.
- d. Any contest conducted on such a website is in no way sponsored, endorsed or administered by, or associated with the website. By submission of an entry, an entrant releases the third party social media website from any responsibility or liability of the contest’s administration, prizes or promotion. Entrants are providing entry information to the Station and not to any third party social media website.
- e. By participating in any Station-conducted contest, entrants agree to be bound by these General Contest Rules. Failure to comply with these General Contest Rules may result in

disqualification at the sole discretion of the Station.

- f. Entrants are required to provide truthful information as part of their entry and the Station will reject and delete any entry that it discovers to be false or fraudulent. The Station will disqualify any entry from entrants who do not meet the eligibility requirements and the Station will also delete any online entry if it learns that it was submitted by any entrants under the age of 13 in compliance with the Children's Online Privacy Protection Act.

**3. FOR ALL ON-AIR CONTESTS:**

- a. To enter on-air contests, entrants must listen for the cue to call on the Station during specified dates and times for the announcement of the cue to call. Cues to call may include specific contest sounders, a "song of the day" aired in a specific hour as instructed by the Station, or the announcement of an entrant's name which may require him/her to call the Station. Upon hearing the cue to call, the designated number caller (as announced on-air at the time of the cue to call) to the Station contest line will be deemed the winner of the prize, upon confirmation of eligibility. Station may also require additional information from callers in order to win the prize such as answering a trivia question correctly or identifying the title and/or artist of a certain song. Station will deem callers' answers correct in their sole and absolute discretion. Calls may be recorded and/or broadcast on-air. In the event that the designated caller is disconnected prior to completion of the call, the next caller taken may be deemed the prize winner. If any initially-selected winner is later deemed ineligible to receive the prize, the Station reserves the right (but is not obligated) to air one or more additional "cue to call" at any time during the Contest period to award the forfeited prize.
- b. The Station cannot be held responsible for allegations of telephone malfunctions. The Station is not responsible for callers lost or disconnected before completing his or her prize claim. When a caller is lost or disconnected prior to broadcast, the Station can, at its discretion, select the next eligible caller received to win/participate. The Station is not responsible for any lost connections, miscommunications, failed computer or telephone transmissions, equipment or other technical failure or service interruptions. The Station is not responsible for any carrier or server delays or failures.
- c. Online listeners to streamed broadcasts may experience a lag in transmissions.

**4. FOR ALL ONLINE CONTESTS:**

- a. To enter online, visit the Station contest page and follow the links and instructions to complete an online entry that may require the entrant to submit their first name and last name, complete address, city, state, zip code, home telephone number and a valid email address. Multiple entrants are not permitted to share the same email address. Entrants may also be required to include an answer to a trivia question, a response to a survey question, prediction regarding a certain even including a sports game, or submit a user-generated photo or video as described below. Internet entries will be deemed made by the authorized account holder of the email address submitted at the time of entry. The authorized account holder is the natural person who is assigned to the email address by an Internet access provider, online service provider, or other organization that is responsible by assigning email addresses or the domain associated with the submitted email address.
- b. The Station is not responsible for entries not received due to difficulty accessing the

internet, service outages or delays, computer difficulties or other technological glitches.

- c. Entrants must provide a valid email address.
- d. The Station and sponsors are not responsible for technical, hardware, software or telephone or other transmission failures of any kind; lost or unavailable network connections; or incomplete, garbled or delayed computer transmissions whether caused by the Station, users, by any equipment or programming utilized in promotions, games or contests, or by human error which may occur in the processing of submissions, which may limit an entrant's ability to participate.
- e. The Station reserves the right, in its sole discretion, to cancel or suspend a promotion, game or contest should a virus, bug, computer or other problem beyond the control of the Station corrupt the administration, security or proper execution of game or contest. The Station, in its sole discretion, may award prizes to entries received by alternate means.
- f. The Station, in its sole discretion, reserves the right to disqualify any person tampering with the entry process, the operation of the Station website or who is otherwise in violation of the rules. The Station further reserves the right to cancel, terminate or modify the contest if it is not capable of completion as planned, including infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort.
- g. By use of the Station's website and by entering a Station contest, entrants agree to the Station's Terms of Service Agreement and to the use of Personal Information as stated in the Privacy Policy located on the Station website.
- h. In the case an online contest involves voting, entrants may not attempt to obtain votes by any fraudulent or inappropriate means, including, without limitation, by: (a) circumventing (or encouraging others to circumvent) any vote limits; (b) using any automated system to vote; (c) offering any inducements to others in exchange for votes; or (d) using proxy voting schemes in which anyone other than the actual person submits the vote. The Station, in its sole discretion, reserves the right to reject any votes that the Station has reason to believe were obtained through fraudulent or inappropriate means.

**5. FOR ALL TEXT CONTESTS:**

- a. Entrants understand, acknowledge and agree that no purchase is necessary to participate in any text-to-win contest or subscribe to any text club, and that texts sent by the Station are sent using an automated telephone dialing system. By initiating a text message to the Station in this contest, you also expressly consent to the receipt of a reply message confirming your entry and notification via text if you are selected to be a winner.
- b. Message and data rates may be charged by your wireless carrier. The Station is not responsible for any fees incurred by you for this method of entry.
- c. Entrants to this contest do not provide detailed personal information at the time of entry given the limitations of the text message format, but must provide all requested information if selected as the winner(s), including first name and last name, complete postal address (street, city, state, and zip code), email address, telephone number, date of birth, social security number (if required by law and federal tax reporting requirements), and verification of identity (such as a valid government-issued ID).

- d. All entrants must follow the “call to action” entry instructions and submit any requested information. If you change your mind regarding the subscription to the text club, you should text the word “STOP” to the designated short code when you receive the confirmation message. You may opt-out to a text club at any time.
- e. Text message and any mobile device entries will be deemed made by the authorized account holder of the mobile account submitted at the time of entry. The authorized account holder is the natural person who is assigned to the text or mobile telephone number by a telecommunications provider, or other organization that is responsible for assigning such numbers. Multiple entrants are not permitted to share the same text or mobile telephone number. Only text messages individually generated by wireless devices such as cellular or smart telephones and blackberries will be accepted; use of any device to automate entry is prohibited and will be cause for disqualification. Proof of submission of an entry from the entrant shall not be deemed proof of receipt by the Station. The contest/sweepstakes administrator’s telephone system or text platform is the official time keeping device for the contest.
- f. The Station is not responsible for any lost connections, miscommunications, failed computer or telephone transmissions, equipment or other technical failure, service interruptions, carrier or server delays or failures. The Station is not responsible for mis-sent, misdirected, or undeliverable text entries, and votes cannot be recalled once sent.

**6. FOR ENTRIES THAT INCLUDE SUBMITTING A PHOTO AND/OR VIDEO**

- a. Profanity or nudity is not permitted in photo and/or video entries. The Station, at its sole discretion, reserves the right to disqualify and/or destroy any entry if or when it is discovered that such entry contains infringing, illegal, indecent or otherwise offensive material or if such entry contains material whose content is deemed at the sole discretion of the Station to be unsuitable for public viewing, performance or posting via the Internet.
- b. Each entrant’s photo and/or video entry must be his/her original creative work and/or property and must not contain copyrighted materials or any other materials, which may be restricted, prohibited, or outlawed by federal, state or local laws. Entrants are required to obtain a written release from all individuals appearing in the photo and/or video which grants, the right to use their name, likeness and recorded voice and the right to post the video on the Station’s website for the general public to view. Each entrant agrees to hold the Station, Beasley Media Group, LLC, its parent companies, its subsidiaries, their affiliated entities, and their respective shareholders, officers, directors, agents, representatives, employees, and all of their successors and assigns harmless against any and all claims or liability arising directly or indirectly from the prize and/or contest, including but not limited to an infringement or alleged infringement of any intellectual property, publicity or privacy right, or violation of any law or regulation, involving the photo and/or video entry.

**7. PRIZE(S)**

- a. Unless otherwise specified by the Station, all prizes or prize certificates must be claimed at the office of the Station conducting the contest Monday-Friday, during regular business hours. Prize or prize certificate must be claimed within thirty (30) days

of winning. Failure to claim prize by the specified time will result in forfeiture of the prize.

- b. Unless otherwise permitted by the Station, winner(s) must claim his or her prize in person, and a prize cannot be claimed by third parties on behalf of the winner. If a contest is open to entrants under the age of 18 and a winner is under the age of 18, a parent or legal guardian must claim the prize. It is the winner's sole responsibility to claim the prize or prize certificate within the timeline provided in the official rules of the contest.
- c. In the event that a prize or prize certificate is mailed to the winner, it will be with the prior written consent of the winner and therefore, winner assumes the risk of its arrival. The Station is not responsible for the safe arrival of a prize or prize certificate.
- d. Prizes are not transferable. Prizes may not be substituted for or redeemed for cash.
- e. If prize includes prize tickets: The winner(s) will be solely responsible for all taxes and all other fees and expenses not specified herein associated with the receipt and use of the prize(s). The prize(s) is awarded as is. Tickets valid only on the date(s) printed on the tickets. Tickets are not refundable or transferable, and may not be substituted or exchanged for cash or credit at any time, nor will tickets be replaced if lost or stolen. Tickets may not be sold to a third party. If a prize-related event is unable to take place as scheduled, for reasons such as cancellation, preemption, postponement or unavailability, including for weather, or for any reason beyond control of the Station and/or prize provider, their sole responsibility to the winner(s) will be to award the remaining available elements of the prize(s) and no substitution or compensation will be provided for the unawarded element(s) of the prize(s). The Station and/or venue, in their sole discretion, reserve the right to deny entry to or to remove the winner(s) and/or guest(s) if either engages in disruptive behavior or in a manner with intent to annoy, abuse, threaten or harass any other person at the prize-related event.
- f. If prize includes gift cards or gift certificates: The gift card will be subject to the terms and conditions as set forth by the issuer of the gift card. Gift cards are not refundable or transferable and may not be substituted or exchanged for cash or credit at any time, nor will gift cards be replaced if lost or stolen.
- g. If prize includes a prize check: No check will be awarded, processed or mailed until winner has claimed the prize at the Station, presented all required documentation, and signed all required releases and tax forms. Unless otherwise specified, checks will then be mailed within approximately six (6) to eight (8) weeks following confirmation of eligibility and completion of all requisite releases and IRS forms.
- h. If prize includes travel: Actual value may vary and any difference between stated value and actual value will not be awarded. Certain travel restrictions may apply. All other costs not specifically stated herein, including but not limited to those of, taxes, meals, tips and additional ground transportation, baggage fees, hotel room service, laundry service, alcoholic beverages, merchandise, souvenirs, and local and long-distance telephone calls are the responsibility of the winner. Selection of airline, hotel, and airline seat location at sole discretion of Station and/or prize provider. Airline regulations apply. The winner and guest must travel on the same itinerary and are

responsible for obtaining all required travel documents, including, without limitation, passports for international travel. If applicable, the winner may be required to present a valid credit card upon hotel check in to cover any incidental expenses incurred during the winner's stay. Winner and guest must abide by all airline, hotel, and venue policies. The winner and guest must sign all required releases prior to booking of any travel. If winner is unwilling or unable to travel on the dates specified, the prize will be forfeited and may be awarded to another winner at Station's sole discretion. All travel is subject to availability and restrictions. If a prize-related event or travel is unable to take place as scheduled, for reasons such as cancellation, preemption, postponement or unavailability, including for weather, or for any reason beyond the control of the Station and prize provider, their sole responsibility to the winner will be to award the remaining available elements of the prize(s) and no substitution or compensation will be provided for the unawarded elements of the prize(s). No refund or compensation will be made in the event of the cancellation or delay of any flight. If winner chooses to take the trip without a guest, s/he will be awarded the prize elements for one person only, and the remainder of the prize will be forfeited without compensation. Winner understands that there are inherent risks involved in travel and that these risks may be present before, during and after the trip. Station and prize provider are not responsible for changes in schedule of any element of the prize or for any expenses incurred as a consequence of flight cancellation or delay. Station and prize provider are not responsible and will have no liability if the winner and/or his/her guest is for any reason not permitted to travel by the relevant airport authorities or misses a flight or other travel element. An unclaimed and/or unused prize element will remain the property of Station or prize provider. Resale of any portion of the prize is prohibited. Contest winner (and their guests or travel companions, if any) may be required in the Station's sole discretion, to sign a liability release and a publicity release. A winner (or his/her parent or legal guardian if under the age of 18 years) must execute and return any required release within five (5) business days from notification, unless otherwise notified, or winner will be disqualified and the prize will be forfeited. Pursuant to the liability release, the winners will agree to hold the Station and/or prize provider harmless against any and all claims or liability arising directly or indirectly from the prize or participation in the contest. Any entrant (or his/her parent or legal guardian, if applicable) who refuses to sign any required release will forfeit any and all prizes.

- i. Payment of all federal, state and local taxes is the sole responsibility of the winner. Contest winnings will be reported to the Internal Revenue Service and winners can expect to receive a 1099 tax form for prizes which total more than \$600 for the calendar year. Winners may be required to accurately complete and submit IRS Form W-9 to the Station as a condition of acceptance of a prize.
- j. The Station is not responsible for any prizes or certificates lost or stolen after the winner has claimed them from the Station. Prizes are awarded 'as is' with no guarantees or warranties as to use. Acceptance of a prize releases the Station, its sponsors, promotional partners and advertisers from all liability and claims concerning the prize, its delivery, and its use.

## **8. SELECTION OF WINNERS**

- a. Contest winners will be selected and notified of their prize in the manner announced by the Station.
- b. Unless otherwise specified, if the winner(s) cannot be contacted within twenty-four (24) hours after the prize is awarded, an alternate winner may be selected at the Station's discretion. Unless otherwise specified, winners who fail to respond within twenty-four (24) hours of prize notification are deemed to be waiving their prize claim and the prize will be forfeited.
- c. The odds of winning depend upon the number of eligible entries received or the relative performance of each Entrant.

## **9. CONDITIONS**

- a. By participating in a Station-conducted contest, entrant agrees to have his or her name, voice, or likeness used in any advertising or broadcasting material relating to this contest without additional financial or other compensation.
- b. By participating in a Station-conducted contest, entrants hereby releases and agrees to indemnify and hold harmless the Station, its licensee, affiliates, subsidiaries, parent corporation and each of their officers, directors, shareholders, employees, advertising and PR agencies, sponsors, advertisers, promotional partners, agents, representatives, and their successors and assigns, and all others connected with them and the contest (collectively, "Released Parties") from any and all liability, claims, actions and damages sustained or incurred by participation in the contest and the receipt and use of any prize awarded (if any) through such contest arising in any manner whatsoever.
- c. The Station will be excused from its obligation to conduct any contest if its performance is delayed or prevented due to causes beyond its control, including, but not limited to acts of God, public enemies, war, civil disorder, fire, flood, hurricanes, explosion, labor disputes or strikes, and any acts by any governmental authority.
- d. The Station, its licensee, affiliates, subsidiaries, parent corporation, sponsors, advertisers and promotional partners, and their assigns and successors are not responsible for failure to conduct or for alterations to the contest due to circumstances beyond the control of any such entity.
- e. Decisions of Station management with respect to any contest are final.
- f. The Station reserves the right to end any contest or amend these rules upon announcement on air or publication on the Station website.
- g. The Station reserves the right to make changes to the rules of any contest, including the substitution of a prize or prizes of equivalent or greater value, which will become effective upon announcement.
- h. The Station is not responsible for typographical or other errors in the printing, the offering or the administration of the contest or in the announcement of a prize. The Station is not responsible for (i) lost, stolen, mutilated, misdirected, postage due, illegible, incomplete or late entries; (ii) telephone or mobile service outages, delays,

busy signals, facsimile transmission errors, equipment malfunctions and any other technological difficulties that may prevent an individual from completing his/her telephone call or from sending a text message (if applicable, message and data rates may apply, and the Station is not responsible for any fees incurred by an entrant for this method of entry); (iii) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties or other technical difficulties.

- i. Copies of the written contest rules and a list of all winners are available during regular business hours at the main studio of the Station, or by sending a self-addressed, stamped envelope to the Station.