



## "WAVV-101.1 BUSINESS/LISTENER OF THE DAY" CONTEST RULES

**Contest Name:** Business / Listener of the Day (the "Contest")

**Contest Dates:** Ongoing; daily drawing Monday through Friday. WAVV-FM/Alpine Broadcasting Corp. (the "Company") will conduct the Contest substantially as described in these rules, and by participating, each participant agrees as follows:

### 1. Description of Contest/Participation.

**A. Dates of Contest:** The Contest is ongoing, and will be conducted daily Monday through Friday.

**B. How to Enter:**

NO PURCHASE IS NECESSARY. PURCHASE DOES NOT INCREASE ODDS OF WINNING. Odds of winning vary greatly depending on number of entrants. Void where prohibited. Register by logging on to the WAVV website: [wavv101.com](http://wavv101.com), click on the "contests" link, then type in your name, name of your business, address & phone number. You may also register by fax: type or print your name and the phrase "Business of the Day" or "Listener of the Day" on your company's letterhead or personal stationery and fax it to (239) 793-7000. You may also mail the letterhead with your name printed or typed, or mail your business card to us at 11800 East Tamiami Trail, Naples, FL 34113. One entry per person. Valid contest entries must contain all information requested. Incomplete and/or multiple entries will be disqualified.

**C. How To Play:**

Entries are divided into two groups: 1. Businesses and individuals located from Lee County northward and 2. Businesses and individuals located from Collier County southward. One winner(s) will be randomly selected from all entries received in each group on an alternating basis daily Monday through Friday. Winner(s) will be announced 3 times on the day their entry is selected. Winner(s) will receive their prize package by mail. If a winner cannot be contacted from the information provided on their entry, the Company reserves the right to select another winner in its sole discretion.

### 2. Prize(s).

Prize consists of a package of one or more gift certificates provided to the Company by its advertisers. The package varies at the discretion of Company management, and is dependent upon which advertisers' certificates have been provided at any given time. Prizes awarded to a specific winner will be announced on the air on the day that they win, and are also listed on the contest winner script form used by the WAVV announcers. Gift certificates may or may not have expiration dates or restrictions. It is the responsibility of the winner to redeem each certificate in a timely fashion within the guidelines set forth by its issuer. The Company is not responsible for certificates that become unredeemable through circumstances beyond its control. Prizes are non-transferable, not redeemable for cash and not exchangeable for any other prize.

### 3. Eligibility and Limitations.

Participants, winner(s) and guests, if applicable, must be legal U.S. residents at least 18-years old as determined by the Company. Winner assumes all liability for use of the prize. A parent or guardian of any participant who is a minor (under 18 years old) at the time of entry must sign a release on behalf of the minor to be eligible to receive a prize, but the Company reserves the right to refuse to award a prize to or on behalf of any minor. Only one (1) entry per person. Only one (1) prize per household for the Contest. Only one (1) prize per household within 30 days of winning any prize in a contest conducted by the Company. Employees of the Company, the Contest's participating sponsors and their advertising agencies, employees of other radio or television stations, and members of the immediate family of any such persons are not eligible to participate and win. The term "immediate family" includes spouses, siblings, parents, children, grandparents, and grandchildren, whether as "in-laws," or by current or past marriage(s), remarriage(s), adoption, co-habitation or other family extension, and any other persons residing at the same household whether or not related.

#### **4. Telephone and Delivery Disclaimer.**

Participants are restricted to use of ordinary and typical computer equipment and Internet access. The Company disclaims all liability for the inability of a participant to complete or continue an entry due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond the Company's control, or otherwise. The Company disclaims any liability for received entries due to technical difficulties or transmission errors. The Company disclaims all liability for any delays, misdelivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method. The company is not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the Contest, and any injury or damage to entrant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in the Contest.

#### **5. Publicity.**

By participating, where allowed by law, all participants and winner(s) grant the Company exclusive permission to use their names, characters, photographs, voices, and likenesses in connection with promotion of this and other contests and waive any claims to royalty, right, or remuneration for such use. By participating, where allowed by law, participants agree that the Company may disclose personal information obtained from participants in the Contest to third parties and use such information for marketing and other purposes.

#### **6. Release.**

By participating, each participant and winner waives any and all claims of liability against the Company, its employees and agents, the Contest's sponsors and their respective employees and agents, for any personal injury or loss which may occur from the conduct of, or participation in, the Contest, or from the use of any prize.

#### **7. Taxes.**

All sales, prize and other taxes, gratuities and any other incidentals associated with the prize are the sole responsibility of the prize winner.

### **8. Conduct and Decisions**

By participating in the Contest, participants agree to be bound by the decisions of Company personnel. Persons who violate any rule, gain unfair advantage in participating in the Contest, or obtain winner status using fraudulent means will be disqualified. Unsportsmanlike, disruptive, annoying, harassing or threatening behavior is prohibited. The Company will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Contest and the Company's decisions concerning such disputes shall be final. If the conduct or outcome of the Contest is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference or any event beyond the control of the Company, the Company reserves the right to terminate this Contest, or make such other decisions regarding the outcome as the Company deems appropriate. All decisions will be made by the Company and are final. The Company may waive any of these rules in its sole discretion. ANY ATTEMPT BY A CONTESTANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY CIRCUMVENT, DISRUPT OR DAMAGE ORDINARY AND NORMAL OPERATION OF THIS CONTEST, TELEPHONE SYSTEMS OR WEBSITE, OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, COMPANY RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PARTICIPATE TO THE FULLEST EXTENT PERMITTED BY LAW.

### **9. Miscellaneous.**

No purchase necessary to participate or win. Purchase does not increase chance of winning. Void where prohibited. Odds of winning depend upon the number of participants. The Company may substitute prizes, amend the rules or discontinue the Contest at any time. The Company disclaims any responsibility to notify participants of any aspect related to the conduct of the Contest. All entries become the property of the Company and will not be returned.

### **10. Compliance with Law.**

The conduct of the Contest is governed by the applicable laws of the United States of America, which take precedence over any rule to the contrary herein. Station(s) shall follow the applicable laws for conducting contests, including notice to the state attorney general or consumer affairs office, posting of a prize bond, furnishing lists of winners, running specific on-air disclaimers, providing specific written information about the Contest, etc. as required by local and state law.