

**Contest Name: Summer 5K Giveaway (National Contest)**

**Third Party National Sponsor: Second Street Media, Inc.**

**401 Congress Avenue, #1850 Austin, TX 78701**

**SPECIFIC CONTEST RULES**

**Effective Date: July 29, 2024 to August 28, 2024**

**Participating Radio Station(s)/Studio Address(s)/Phone #'s/Website**

**Address(s):**

**WSTW-FM**

**2727 Shipley Road**

**Wilmington, DE 19810**

**(302) 478-2700**

**[www.wstw.com](http://www.wstw.com)**

## **\$5,000 US & Canada Sweepstakes Official Rules**

**No purchase necessary to enter or win a prize. A purchase will not increase your chances of winning. Void where prohibited by law.**

**These official rules (“Official Rules”) govern only the US & Canada Sweepstakes and are not applicable to any Local Sponsor Sweepstakes (defined below).**

**By entering this US & Canada Sweepstakes, you agree to these Official Rules, which are a contract, so read them carefully before entering. Without limitation, this contract includes indemnities to the Sponsor (defined below) from you, a limitation of your rights and remedies, binding arbitration of claims, waiver of class-action claims, and waiver of the right to trial by jury.**

**Overview:** The \$5,000 US & Canada Sweepstakes (“**US & Canada Sweepstakes**”) is sponsored by Second Street Media, Inc. (“**Sponsor**”). The US & Canada Sweepstakes begins at **at 1:01AM EST Monday July 29, 2024** and ends at **12:59AM EST Wednesday August 28, 2024** (“**Sweepstakes Period**”). If you satisfy the eligibility requirements (described below), you may enter the US & Canada Sweepstakes by completing the entry form on a Website (defined below). Following the conclusion of the Sweepstakes Period, Sponsor will select one (1) US & Canada Sweepstakes winner through a random drawing from among all eligible entries received. Participation in this US & Canada Sweepstakes constitutes entrant’s full and unconditional agreement to and acceptance of these Official Rules and the decisions of Sponsor.

**Each winner will be required to respond to Winner Notification and other communications from Sponsor within forty-eight (48) hours according to the notice(s) from Sponsor or Prize may be forfeited (in Sponsor’s sole discretion).**

**Eligibility:** This US & Canada Sweepstakes is open only to individuals who are legal residents of Canada (excluding Quebec), any one (1) of the (50) United States or the District of Columbia, who are at least eighteen and the age of majority under applicable law in their state, province, territory, or jurisdiction of primary residence as of the start of the Sweepstakes Period. Employees, officers, directors, members, managers, agents, and representatives of Sponsor or its advertising and promotion agencies, and any other entities participating in the design, promotion, marketing, administration or fulfillment of this US & Canada Sweepstakes, as well as each of their respective parent corporations, subsidiaries and affiliated companies (the “**Released Parties**”) and members of the immediate families (defined for these purposes as including any spouse, partner, parent, legal guardian, child, legal ward, sibling, grandparent, or grandchild and each of their respective spouses) and individuals living in the same household as such persons (whether or not related) are not eligible. This US & Canada Sweepstakes is void where prohibited by law.

**How To Enter:** No purchase necessary. During the Sweepstakes Period, eligible entrants can enter the US & Canada Sweepstakes by visiting the website (“**Local Website**”) of a participating local radio or television station, print publication or other entity (“**Local Sponsor**”) that is offering entry into this US & Canada Sweepstakes or by visiting <https://ssm.secondstreetapp.com/> (the “**Sponsor Website**”). For purposes of these Official Rules, a Local Website and the Sponsor Website are sometimes collectively referred to as a “Website”) and following all steps to complete and submit an entry form with all required information. The Local Sponsor may also offer a local sweepstakes affiliated with this US & Canada Sweepstakes (“Local Sponsor Sweepstakes”). Each Local Sponsor Sweepstakes is a separate sweepstakes governed by its own official rules. Please see the Local Sponsor Sweepstakes official rules from the Local Sponsor through whom you entered for full details relating to any such Local Sponsor Sweepstakes.

Entries are “received” when the Sponsor’s computer logs the completed entry form. Other proof of submitting an entry (such as a screenshot of a “thanks for entering” message) does not constitute actual receipt of the entry for purposes of this US & Canada Sweepstakes. Sponsor’s clock will be the official timekeeper for this US & Canada Sweepstakes.

Limit one (1) entry per person/email in this US & Canada Sweepstakes, regardless of the number of Local Sponsor Sweepstakes one enters, if any. Subsequent attempts made by the same individual to submit multiple entries in violation of this condition by using multiple email accounts or by any other method or means are void and persons engaging in such conduct may, in Sponsor’s sole discretion, be disqualified. Normal Internet access and usage charges imposed by your Internet Service Provider may apply. Standard data rates apply to participants who choose to participate in this US & Canada Sweepstakes via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation. Entries must be submitted and received by Sponsor during the Sweepstakes Period in strict accordance with the instructions and restrictions in these Official Rules. Those who do not follow all of the instructions, provide the required content in their entry, or abide by these Official Rules will be disqualified and any associated entry void. Purported entries that are incomplete, lost, late, misdirected, illegitimate, forged, altered, incomprehensible, garbled, or generated by a macro, bot,

or other automated means will not be accepted and will be void. The use of any device or process to automate the entry process is prohibited. Entries will not be acknowledged. Entries made on your behalf by another, made by you on behalf of any other individual, or made by any entity, and/or originating at or using any web site or online service other than a Website, including, without limitation, commercial promotion subscription, notification, and/or entering services, will be declared invalid and disqualified for this US & Canada Sweepstakes. As a condition of entering the US & Canada Sweepstakes, without limiting any other provision in these Official Rules, each entrant gives consent for Sponsor and its agents to obtain and deliver his or her name, address, and other information and content to third parties for the purpose of administering this US & Canada Sweepstakes and complying with applicable laws, regulations, and rules.

**Odds And Winner Selection/Notification:** One (1) US & Canada Sweepstakes prize winner will be selected in a random drawing from among all eligible entries received for this US & Canada Sweepstakes. The drawing will take place approximately one (1) week following the close of the Sweepstakes Period. Odds of winning a prize depend on the number of eligible entries received.

Within approximately five (5) business days of the prize drawing, Sponsor will attempt to contact the potential winner at the email address provided at the time of entry. The potential winner will be required to respond to Sponsor as instructed within forty-eight (48) hours of Sponsor attempting to contact the potential winner as described above.

If any prize, prize notification, or US & Canada Sweepstakes-related communication is rejected, faulty, or returned as undeliverable or if the potential winner does not respond according to the notification's or Sponsor's instructions or otherwise fails to comply with these Official Rules, then, in Sponsor's sole discretion, the potential prize winner may be disqualified, such potential winner's entitlement to the prize may be forfeited and an alternate winner may be selected (time permitting). Sponsor is not responsible for any change in entrant's email address or communications that are segregated into a junk or other folder. Upon prize forfeiture, no compensation will be given and Sponsor will have no responsibility or liability to that participant. To claim a prize, each potential winner must follow the directions in his or her notification. Sponsor reserves the right to modify the notification procedures in connection with the selection of an alternate potential winner, if any.

Potential winner will be required to complete, sign, have notarized (if applicable) and return an Affidavit/Declaration of Eligibility and Liability/Publicity Release (unless prohibited by law) and tax documents (collectively, "**Prize Winner Documents**") in the form provided by Sponsor, without revision, or prize may be forfeited. The Prize Winner Documents must be received by Sponsor within five (5) days of Sponsor sending the documents to the potential winner or other time frame as stated in the Prize Winner Documents, or prize may be forfeited and an alternate winner may be selected. The prize claim and Prize Winner Documents are subject to verification by Sponsor. The prize, if legitimately claimed, will be awarded. Sponsor will not be obligated to pursue more than three (3) alternate winners (time permitting) for the prize for any reason, in which case that prize may go unawarded.

Potential prize winners who reside in a Canadian province or territory (exclusive of Quebec) must correctly answer a mathematical skill-testing question to be administered by Sponsor, without aid or assistance. Failure to correctly answer the skill-testing question will result in forfeiture of the prize and an alternative winner may, at Sponsor's discretion, be selected.

**Prizes & Approximate Retail Value ("ARV"):**

One (1) winner will receive \$5,000 (the "Prize"). ARV: \$5,000 USD. If the winner is a United States resident, Prize will be in the form of a check made payable to the winner. If the winner is a Canadian resident, the winner will have the option of receiving a check for the Prize in USD (which will be subject to the winner's bank's exchange rate at the time of deposit/cashing) or receiving the Prize value in CAD equivalent via electronic bank transfer. To receive the Prize via bank transfer, winner must provide Sponsor with all information necessary to initiate the transfer, including, without limitation, relevant account and routing numbers. Conversion for any bank transfer will be at the current mid-market rate at the time of transfer. Sponsor makes no representation that the prize will cover any costs, debts or other financial obligations of the winner.

All prize details not specifically stated in these Official Rules will be determined by Sponsor in its sole discretion. All taxes (federal, state, provincial and local, if any) are the sole responsibility of the winner. Winners may be issued an IRS Form for the ARV of the prize. Withholding taxes may apply to Prizes payable to non-U.S. residents. Prize will be mailed to the winner following verification at the address provided by winner in the Prize Winner Documents.

No transfers, prize substitutions or cash redemptions will be made, except at Sponsor's sole discretion. Sponsor reserves the right to substitute stated prize or portion thereof with another prize or portion thereof of equal or greater value for any reason, including, without limitation, prize unavailability. No more than the stated prize will be awarded. Entrants waive the right to assert, as a cost of winning any prize, any and all costs of verification and redemption or travel to claim the prize and any liability and publicity which might arise from claiming or seeking to claim said prize.

**Limitation of Liability:**

**To the fullest extent permitted under applicable law, each Entrant agrees to release, hold harmless, and indemnify each of the Released Parties from and against any liability whatsoever for injuries or damages of any kind sustained in connection with the acceptance, use, misuse, or awarding of the Prize or while preparing for, participating in, and/or traveling to or from any prize- or US & Canada Sweepstakes-related activity including, without limitation, any injury, damage, loss, death or accident to/of person or property. The limitations set forth in this section will not limit or exclude the Released Parties' liability for personal injury or tangible property damage caused by the Released Parties, OR for the Released Parties' gross negligence, fraud, or intentional, willful, malicious, or reckless misconduct.**

**To the fullest extent permitted by applicable law, the Winner agrees that the prize is provided as-is without any warranty, representation, or guarantee, express or implied, in fact or in law, whether now known or hereinafter enacted, relative to the use or enjoyment of the prize, including, without limitation, its quality, merchantability, or fitness for a particular purpose.**

**Each Entrant understands and agrees that all rights under Section 1542 of the Civil Code of California and any similar law of any eligible state or territory are hereby expressly waived by him/her. Section 1542 reads as follows:**

**“Certain claims not affected by a general release. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”**

**Additional Disclaimers:**

Released Parties are not responsible and/or liable for any of the following, whether caused by a Released Party, the entrant, or by human error: entries that are submitted by illegitimate means (such as, without limitation, by an automated computer program) or entries in excess of any stated limit; any lost, late, incomplete, illegible, unintelligible, garbled, mutilated, or misdirected entries, email, mail, or other correspondence or materials or postage-due mail; any error, omission, interruption, defect or delay in transmission or communication; viruses or technical or mechanical malfunctions; interrupted or unavailable cable or satellite systems; errors, typos, or misprints in these Official Rules or the official rules for a Local Sponsor Sweepstakes, in any advertisements, or other materials; failures of electronic equipment, computer hardware, or software; lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications. The Released Parties are not responsible for electronic communications that are undeliverable or otherwise not received or noticed by entrant as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's email or voicemail inbox to receive email or voicemail messages. Released Parties are not responsible, and may disqualify you, if your email address, or other contact information does not work or is changed without prior written notice to Sponsor. Without limiting any other provision in these Official Rules, Released Parties are not responsible or liable to any entrant or winner (or any person claiming through such entrant or winner) for failure to supply a prize or any part thereof in the event that any of the US & Canada Sweepstakes activities or Released Parties' operations or activities are affected by any cause or event beyond the sole and reasonable control of the applicable Released Party (as determined by Sponsor in its sole discretion), including, without limitation, by reason of any acts of God, equipment failure, threatened or actual terrorist acts, air raid, act of public enemy, war (declared or undeclared), civil disturbance, insurrection, riot, epidemic, fire, explosion, earthquake, flood, hurricane, unusually severe weather, blackout, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, any law, rule, regulation, action, order, or request adopted, taken, or made by any

governmental or quasi-governmental entity (whether or not such governmental act proves to be invalid), or any other cause, whether or not specifically mentioned above.

**General Rules:**

By entering the US & Canada Sweepstakes (except where prohibited by law), each entrant grants the Released Parties the irrevocable, sublicensable, absolute right and permission to use, publish, post or display her or his name, photograph, likeness, voice, prize information, biographical information, any quotes attributable to her or him and any other indicia of persona (regardless of whether altered, changed, modified, edited, used alone, or used with other material in the Released Parties' sole discretion) for advertising, trade, promotional and publicity purposes without further obligation or compensation of any kind to her or him, anywhere, in any medium now known or hereafter discovered or devised (including, without limitation, on the Internet), worldwide, without any limitation of time, and without notice, review, or approval and each entrant releases all Released Parties from any and all liability related thereto. Nothing contained in these Official Rules obligates Sponsor to make use of any of the rights granted herein and entrant waives any right to inspect or approve any such use.

Sponsor's decisions will be final in all matters relating to this US & Canada Sweepstakes, including interpretation of these Official Rules, acceptance or rejection of purported entries, determination of the winner, and awarding of the prize. All participants, as a condition of entry, agree to be bound by these Official Rules and the decisions of Sponsor. Failure to comply with these Official Rules may result in disqualification from this US & Canada Sweepstakes. Participants further agree to not damage or cause interruption of the US & Canada Sweepstakes and/or prevent others from participating in the US & Canada Sweepstakes. Sponsor reserves the right to restrict or void online entries or participation from any source if any suspicious entry and/or participation is detected. Sponsor reserves the right, in its sole discretion, to void entries of any entrants who Sponsor believes have attempted to tamper with or impair the administration, security, fairness, or proper play of this US & Canada Sweepstakes. Sponsor's failure to or decision not to enforce any provision in these Official Rules will not constitute a waiver of that or any other provision. In the event there is an alleged or actual ambiguity, discrepancy, or inconsistency between disclosures or other statements contained in any US & Canada Sweepstakes-related materials and/or these Official Rules (including any alleged discrepancy or inconsistency within these Official Rules), it will be resolved by Sponsor in its sole discretion. Entrants waive any right to claim ambiguity in the US & Canada Sweepstakes structure or these Official Rules. If Sponsor determines, at any time and in its sole discretion, that a winner or potential winner is disqualified, ineligible, in violation of these Official Rules, or engaging in behavior that Sponsor deems obnoxious, inappropriate, threatening, illegal or that is intended to annoy, abuse, or harass any other person, Sponsor reserves the right to disqualify that winner or potential winner, even if the disqualified winner or potential winner may have been notified or displayed or announced anywhere. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules will otherwise remain in effect and will be construed in accordance with their

terms as if the invalid or illegal provision were not contained herein. If the US & Canada Sweepstakes is not capable of running as planned for any reason, Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the US & Canada Sweepstakes and award the prizes from eligible, non-suspect entries received prior to cancellation, modification, or suspension or as otherwise deemed fair and appropriate by Sponsor. If any person supplies false information, obtains entries by fraudulent means, or is otherwise determined to be in violation of these Official Rules in an attempt to obtain any prize, Sponsor may disqualify that person and seek damages from him or her and that person may be prosecuted to the full extent of the law. In the event of a dispute concerning the identity of a participant, the participant will be declared to be the registered account holder of the email address provided at the time of entry, but only if that person meets all other eligibility criteria, otherwise the entry may, in Sponsor's sole discretion, be disqualified and any potential prize won forfeited. A registered account holder is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. Winner may be required to show proof of being the registered account holder. If a dispute cannot be resolved to Sponsor's satisfaction, in its sole discretion, the entry will be deemed ineligible. Caution: any attempt to damage any online service or to undermine the legitimate operation of the US & Canada Sweepstakes may violate criminal and civil laws. If such an attempt is made, Sponsor may disqualify any participant making such attempt and may seek damages to the fullest extent permitted by law.

**Governing Law/Disputes/Arbitration:** You agree that these Official Rules and your participation in the US & Canada Sweepstakes are governed by the laws of the State of Missouri. To the fullest extent permissible by applicable law, both you and Sponsor waive the right to a trial by jury and the right to bring or resolve any dispute as a class, consolidated, representative, collective, or private Attorney General action.

To the fullest extent permissible by applicable law, the parties each agree to finally settle all disputes associated with this US & Canada Sweepstakes or these Official Rules only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts located in or having jurisdiction over St. Louis County, Missouri and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. Notwithstanding any provision in the JAMS (defined below) rules to the contrary, the arbitrator shall not have the authority or any jurisdiction to hear the arbitration as a class, consolidated, representative, collective, or private Attorney General action or to consolidate, join, or otherwise combine the claims of different persons into one proceeding. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this promotion will be resolved solely by binding arbitration before a sole arbitrator under the streamlined arbitration rules & procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand For Arbitration," then either party can elect to have

the arbitration administered by another mutually agreeable arbitration administration service who will hear the case. If an in-person hearing is required, then it will take place in St. Louis, Mo or – if required by the JAMS rules (or the rules of any alternate arbitration service used by the parties) – in or near your city of residence (whichever is closest to your residence). The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions or class arbitrations; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate does not apply and the dispute must be brought in a court of competent jurisdiction in St. Louis, MO. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court. In no event will you seek or be entitled to rescission, injunctive or other equitable relief or to enjoin or restrain the operation or exploitation of the US & Canada Sweepstakes.

Further, in any such dispute, under no circumstances will you be permitted or entitled to obtain awards for, and hereby waive all rights to claim, incidental or consequential damages. The prior limitation on damages is not intended to limit the Released Parties' obligation (if any) to pay prevailing party costs or fees if recoverable pursuant to applicable law.

**Privacy Policy:** Any personal information supplied by you to the Sponsor to enter this US & Canada Sweepstakes will be subject to, and treated in a manner consistent with, Sponsor's privacy policy posted at <https://uplandsoftware.com/privacy/>. For details about how your personal information is collected and used by Local Sponsors, you must refer to the applicable Local Sponsor's privacy policy. For Canadian residents, please note that the personal information supplied by you to enter this Sweepstakes will be hosted on servers in the United States, and the personal information a Participant provides therefore also may be subject to the laws of the United States.

**Winner's List/Official Rules:** For a copy of these Official Rules or to find out who won this US & Canada Sweepstakes, send an email with the subject line of either "\$5,000 Giveaway US & Canada Sweepstakes – RULES" or "\$5,000 US & Canada Sweepstakes – WINNERS LIST," as applicable, to Liz Huff, [lhuff@uplandsoftware.com](mailto:lhuff@uplandsoftware.com). Rules requests must be received during the Sweepstakes Period. Requests for the winners list must be received within three (3) months of the end of the Sweepstakes Period.

**Sponsor:** Second Street Media, Inc., 401 Congress Avenue, #1850, Austin, TX 78701

**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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