

**MIDWEST COMMUNICATIONS, INC.
WRIG, INC.
OFFICIAL RULES
FOR ALL CONTESTS – REVISED ADDENDUM C**

Midwest Communications, Inc. (“Midwest” or “Sponsor”) will conduct all Midwest radio station contests and sweepstakes (“Contests”), including on-air contests, online and text-based contests, and contests conducted through a Midwest radio station’s social media account (e.g., Facebook, Twitter, etc.), substantially as described in these rules, which may be amended by separate specific rules for individual contests. In the event that separate specific rules are issued for an individual contest, those rules, not these general rules, are controlling. By participating, each participant agrees as follows:

1. Eligibility

- a. No purchase, registration fee, or monetary donation is required to enter or win any promotion or contest.
- b. Unless otherwise specified, all Contests are open only to legal U.S. residents age eighteen (18) years or older at the time of entry with a valid Social Security number and who reside in the applicable Midwest radio station’s listening area. At times individuals age thirteen (13) to seventeen (17) may be eligible to participate in Contests with the approval of a parent or legal guardian, provided that the parent or legal guardian is a legal U.S. resident at least eighteen (18) years of age at the time of entry with a valid Social Security number and resides in the Midwest radio station’s listening area, but Sponsor reserves the right to refuse to award certain prizes to or on behalf of any minor.
- c. The following individuals not eligible to enter Contests:
 - i. Employees (and their Immediate Families and Members of the Same Household) of Midwest Communications, Inc./WRIG, Inc. and other sponsors, their parents, subsidiaries, affiliates, suppliers, distributors, agents, judges, and advertising, promotional, and fulfillment agencies (collectively, the "Sponsors" and, individually, sometimes a "Sponsor");
 - ii. Employees (and their Immediate Families and Members of the Same Household) of all other radio stations within the Metro Area. Due to differences in laws governing contests and promotions, residents of other states and countries are not eligible to enter any contest;
 - iii. Any individual who has himself or herself has won a Contest conducted by Sponsor in the past one hundred-eighty (180) calendar days or is the Immediate Family Member or Member of the Same Household of

someone who has won a Contest conducted by Sponsor in the past one hundred-eighty (180) calendar days, if the prize for such Contest was valued over \$500.00 and

- iv. Any individual who has himself or herself has won a Contest conducted by Sponsor in the past thirty (30) calendar days or is the Immediate Family Member or Member of the Same Household of someone who has won a Contest conducted by Sponsor in the past thirty (30) calendar days, if the prize for such Contest was valued up to \$500.00.

d. The following definitions shall apply to Contests:

- i. The term “Immediate Family Members” includes spouses, parents and step-parents, siblings and step-siblings, and children and step-children; and
- ii. The term “Members of the Same Household” refers to people who share the same residence at least three (3) months out of the year.

2 Contest Entry

- a. Unless otherwise permitted in specific Contest rules, only one entry per individual per contest is permitted; all subsequent entries from the same entrant will be blocked or disqualified.
- b. Entry forms must be completed in their entirety, and may require information including but not limited to: the entrant's first name, last name, e-mail address, street address (including city, state, and zip code), and telephone number (as applicable).
 - i. Entrants may not use an assumed name or alias (other than a screen name where a contest involves use of a social media site).
 - ii. In the event of a dispute as to any entry, the authorized account holder of the email address, social media account, or telephone number used to enter will be deemed to be the participant. The “authorized account holder” is the natural person assigned the telephone number by the wireless carrier, the social media account in question, or an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. A potential winner may be required to show proof of being the authorized account holder.
- c. Entry methods for Contests will be specified by Sponsor and entries must be received during the Contest Period to be eligible.
 - i. If, and as applicable based on contest-specific rules, entry form requests must be received by the deadline for receipt of entries.

- ii. The following apply to specific entry methods:
 - (a) For contests where e-mail entries are permitted, e-mail entries containing applicable attached files and entries that do not comply with these Official Rules for All Contests (the "Official Contest Rules") are not eligible and will be rejected. Any use of robotic, macro, automatic, programmed, or the like entry methods will void all such entries by such methods. Each e-mail entry shall be deemed to have been sent by the authorized account holder, at the time of such entry, of the e-mail address indicated on such entry;
 - (b) For contests where online games are involved, any use of scripts, software, or other methods of cheating in online games will invalidate eligibility of entrants. Entrants may only use one open browser window to play online games; the use of more than one browser window constitutes cheating and will invalidate eligibility of an entrant;
 - (c) For contests where, hard copy entries are permitted, and if and as applicable based on contest-specific rules, entrant must submit completed entry forms to the completed entry form submission address; and
 - (d) For contests where telephone entry is involved, participants that enable the "Caller ID" block function will not be allowed to participate unless they enter their correct area code and telephone number. Sponsor disclaims all liability for the inability of a participant to complete or continue a telephone call due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond the Sponsor's control, or otherwise.
- e. Entries that are incomplete, tampered with, illegible, mechanically reproduced, inaccurate, forged, irregular in any way, or otherwise not in compliance with these Official Contest Rules will be disqualified.
- f. Sponsors reserve the right, in their sole discretion, to cancel, modify, terminate, or suspend a contest if fraud, technical failure, tampering, viruses, bugs, non-authorized human intervention, or any other causes beyond the control of Sponsors inhibit, corrupt, destroy, or affect the administration, security, fairness, integrity, or proper conduct of a contest and Sponsors may void suspect entries and/or disqualify any individual who engages in or attempts any such activity. Any attempt to damage the operation of a contest is unlawful and subject to legal action.
- g. By entering a contest, entrant agrees to full and unconditional acceptance of these Official Contest Rules, the decisions of Sponsors, which are final and binding in all respects, and warrants that the entrant is eligible to participate in the contest.

3. Entry Conditions and Release

- a. By entering a Contest, each participant agrees to:
- i. Comply with and be bound by these Official Rules, the Rules of the specific Contest, and the decisions of Sponsor, which are binding and final in all matters relating to any Contest;
 - ii. Release and hold harmless Sponsor, and its subsidiaries, related and affiliated companies, participating sponsors, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest, and each of their respective past and present officers, directors, employees, agents and representatives (collectively, the “Released Parties”) from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant’s entry, creation of an entry or submission of an entry, participation in a Contest, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; and
 - iii. Indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorneys’ fees) arising out of or relating to an entrant's participation in the Contest and/or entrant’s acceptance, use, non-use or misuse of the prize.
- b. If the entry for the Contest includes any creative material from the participant, including but not limited to, consumer created content, by submitting your entry:
- i. You agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Sponsor or its Contest partners under any fiduciary or other obligation, that Sponsor is free to disclose the ideas on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you;
 - ii. You acknowledge that, by acceptance of your submission, Sponsor and its contest sponsors do not waive any rights to use similar or related ideas previously known to Sponsor or its partners, or developed by their employees, or obtained from sources other than you;
 - iii. You are verifying that you are the owner and producer of the submitted material and that no third-party ownership rights exist to any material submitted, or, to the extent that any third-party ownership rights exist, you

have obtained all necessary licenses and/or clearances to use such third-party content;

- iv. You are verifying that, with regard to any real persons under the age of eighteen (18) who appear in any submitted audio, audiovisual or photographic media, the submission is made by or with the consent of that individual's parent or legal guardian; and
- v. You are hereby granting Sponsor a perpetual, worldwide, nonexclusive, royalty-free, sub-licensable (through multiple tiers) right and license to use, publish, reproduce, display, perform, adapt, modify, distribute, have distributed and promote such content in any form, in all media now known or hereinafter created, anywhere in the world, for any purpose.

4. Contest Period

- a. If and as applicable based on contest-specific rules, a contest runs for the promotion period (i.e., begins at the promotion beginning time and ends at the promotion ending time). Entries must be received by the deadline for receipt of entries (or another applicable deadline). Proof of mailing or electronic transmission does not constitute proof of delivery of an entry.
- b. Sponsor's office computer is the official time keeping device for all Contest.

5. Winner Selection

- a. If and as applicable based on contest-specific rules:
 - i. Contest winners will be determined according to the method specified by Sponsor at Sponsor's sole and exclusive discretion. Odds of winning a Contest prize depend on a number of factors, including, but not limited to, the number of eligible entries received by Sponsor during the Contest Period and the number of listeners participating at any given time;
 - ii. All random drawings for prizes will be witnessed by Sponsor personnel; and
 - iii. Odds of winning depend upon the number of eligible entries received.
- c. All decisions of Sponsors are final and binding.
- d. Any protest in the conducting of the contest, the selection of the winners, or the awarding of prizes must be made within three (3) business days of the conclusion of the contest; the resolution of any protest shall be in the sole discretion of Sponsor, whose decision shall be considered final.
- e. Entrant agrees that:

- i. Any and all disputes, claims and causes of action arising out of or connected with a Contest, or any prizes awarded, other than those concerning the administration of the Contest or the determination of the winner, shall be resolved individually, without resort to any form of class action;
- ii. Any and all disputes, claims and causes of action arising out of or connected with a Contest, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate state court located in the State of Wisconsin;
- iii. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering a Contest, but in no event attorneys' fees; and
- iv. Under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the state of Wisconsin, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than the state of Wisconsin.

6. Winner Notification

- a. **POTENTIAL CONTEST WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST.** The potential winner must continue to comply with all terms and conditions of these Official Rules and/or the Rules of the specific Contest, and winning is contingent upon fulfilling all requirements.
- b. Winners will be notified by e-mail, phone, the social media account used to enter the contest, or U.S. mail within fourteen (14) business days of selection. If a winner is unreachable after seven (7) business days, if a prize notification letter is returned as undeliverable, or if a winner is unavailable for prize fulfillment, an alternate winner will be selected at random from all remaining eligible entries received.
- c. Potential winners may be required to execute and return an affidavit of eligibility and public relations and liability release and must, within ten (10) business days

of issuance, complete, sign, have notarized, and return all required documentation (including full legal name, address, social security number, date of birth, and telephone numbers). Failure to execute and return an affidavit of eligibility and public relations and liability release within the specified time period may result in disqualification and, if and as applicable based on contest-specific rules, selection of an alternate winner.

- d. Sponsors reserve the right to verify the eligibility of potential winners. Winners may be required to show a valid state issued driver's license or other identification as evidence of identity. Potential winners may also be required to provide Sponsors with proof that the potential winner is the authorized account holder of the e-mail address associated with the potentially winning entry. In the event of a dispute as to entries submitted by multiple users having the same e-mail account, the authorized subscriber of the e-mail account used to enter the contest at the actual time of entry submission will be deemed to be the entrant and must comply with these rules. The authorized account subscriber is deemed to be the natural person who is assigned an e-mail address by an internet access provider, online service provider, or other organization which is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.
- e. If a potential winner cannot be contacted, fails to provide the affidavit of eligibility and/or the liability/publicity release within the required time period, cannot or does not comply with these Official Contest Rules, or if the prize or prize notification is returned as undeliverable, then the potential winner will be disqualified without any further compensation.
- f. In the event that the potential winner of a Contest prize is disqualified for any reason, the prize will be forfeited, and (as applicable based on contest-specific rules) Sponsor may award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries, or other means chosen by the Sponsor and indicated in the particular contest rules.
- g. A winner who executes these documents within the required time period will be deemed to have accepted the prize and thereafter will not be permitted to rescind their acceptance of the prize and/or return the prize.

7. Prize and Claim Requirements

- a. If and as applicable based on contest-specific rules:
 - i. The number and type of prizes awarded for each contest will be as set forth in the description of prizes;
 - ii. The winner(s) will receive the prizes described in the description of prizes, valued as set forth in the value of prize(s), which amount will be taxable to

the winner and reported to the required taxing authorities. Valuation of prizes may be based on information given to Sponsor by the provider of the prize;

- iii. All prizes must be claimed and redeemed within thirty (30) days after the winner is notified; and
- iv. Sponsor will use its best efforts to ensure that all prizes will be awarded.
- b. No substitution or cash equivalent of prizes will be granted except at the sole option of Sponsors of a prize of comparable or greater value.
- c. Prizes are non-transferable and non-refundable.
- d. For prizes that involve travel, winner agrees to accept all blackout dates, space availability limitations, etc. established by Sponsor's prize provider(s), such as hotels, airlines, railroads and ships. In taking any trip as a prize from Sponsor, winner does so entirely on their own initiative, risk and responsibility. If the trip requires traveling outside of the U.S., the winner must have a valid U.S. passport, and if winner does not have a passport, the trip prize may be forfeited. Winner and any guest must travel on the same itinerary. Trips are non-transferable and no substitution will be made except as provided at the Sponsor's or prize provider's sole discretion. If concerts, sporting events or other ticketed events have been awarded as a prize and the event is postponed, rained out, cancelled or does not occur for other reasons beyond Sponsor's control, Sponsor will not be responsible for replacing the prize.
- e. If winner requests that a prize be mailed to him/her, and Sponsor agrees to do so, winner agrees that Sponsor may agree to send the prize by U.S. Postal Service, and that Sponsor is not responsible for lost, stolen, or misdirected mail, and that the prize will not be replaced if it is not received by winner.
- f. **ALL TAXES, LICENSING, REGISTRATION, AND OTHER FEES, AND SURCHARGES ON PRIZES ARE THE SOLE RESPONSIBILITY OF PRIZE WINNERS. Prize winners will pay to the Sponsors any applicable sales and/or use taxes associated with the awarding of prizes which the Sponsors are required to collect by taxing authorities. As required under the U.S. Internal Revenue Code and accompanying Regulations, Sponsors will supply prize winners with an Internal Revenue Service Form 1099 for all prizes won which are valued over \$600.00. Winners will be required to fill out and return an IRS W-9 tax form.**
- g. By accepting a prize, all winners grant full permission to Sponsors, their officers, directors, employees, advertising and promotional agencies, and anyone authorized by any of them to use the winner's name, likeness, voice, photographs,

videotaped footage, and biographical data, in whole or in part, in any and all media, for the purpose of advertising, publicity, and trade. All winners further agree to the use of their name and likeness for such purposes without limitation and without any compensation whatsoever, except where prohibited by law.

8. Limitations of Liability

- a. Sponsors are not responsible for any incorrect or inaccurate information, whether caused by any of the equipment or programming associated with or utilized in any contest or by any technical or human error that may occur in the processing of entries in a contest. Sponsors assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, tampering, or unauthorized access to, or alteration of, entries or entry information. Sponsors are not responsible for lost, mutilated, late, postage due, incomplete, incorrect, or misdirected requests for entry forms.
- b. Sponsors are not responsible for technical, hardware, software, or telephone failures of any kind, lost or unavailable network connections, or failed, incomplete, garbled, or delayed computer transmissions whether caused by Sponsors, user, or by any technical or human error that may occur in the processing of entries which may damage a user's system or limit or interfere with an entrant's ability to take part in a contest. In addition, Sponsors shall not be responsible for any damage to any computer or other property resulting from participating in, or downloading any materials for, any contest.
- c. Sponsors are not responsible for prizes awarded erroneously by software or hardware error or by improper play.
- d. By entering a contest, entrant understands and acknowledges that on entrant's own behalf and on behalf of entrant's heirs, executors, administrators, representatives, and assigns, the entrant waives and releases any and all rights, claims, and causes of actions whatsoever that entrant may have against the Sponsors, their parents, subsidiaries, affiliates, distributors, agents, officers, directors, and employees for any matter, claim, harm, damage, liability, cost, loss, injury, expense (including all reasonable attorneys' fees and court costs incurred), cause, or thing whatsoever arising out of, or any way related to, entrant's participation in the contest, entrant's registration with the Sponsors, the submission of any entry, or the acceptance, receipt, redemption, or use and/or misuse of any prize and/or goods and services related thereto or participation in any prize-related activity.
- e. PRIZES ARE AWARDED "AS IS" AND SPONSORS NEITHER MAKE NOR ARE IN ANY WAY RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION, OR GUARANTEE, EITHER EXPRESS OR IMPLIED. IN FACT, OR IN LAW, RELATIVE TO A CONTEST OR ANY PRIZE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- f. Due to the nature of our programs that are heard over the internet, contests heard

on the radio station's internet audio stream are slightly delayed from the time the contests heard on broadcast station and will be running behind the broadcast signal. Thus, all contests heard are delayed. The delay can last for 30 seconds up to several minutes. This means that when the station announces the cue to call in the contest, listeners to the online audio stream may be at a disadvantage participating over those listening to the contest on a conventional radio. For this contest, the station will start counting down when the announcement is made on the radio.

9. Entrant's Personal Information: Information collected from entrants via the Internet, including the Midwest website or Internet applications, is subject to Sponsor's Privacy Policy, which is available on every Midwest radio station's website under the "Privacy Policy" link. To the extent a Contest involves use of a third-party website, application or platform, individuals should be aware that the third party's Privacy Policy may apply as well. Midwest claims no responsibility for the actions of any such third party in the collection or use of your information. All entry blanks, forms, devices, and materials gathered during the course of entry, as well as all information contained on or within, shall become the sole property of Sponsor to be used, disposed of or destroyed in its sole discretion. Sponsor is not responsible for any incorrect or inaccurate information entered by website users, and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to a Midwest radio station website.

10. Miscellaneous
 - a. All applicable federal, state, and local laws and regulations apply. These Official Contest Rules shall be governed and enforced pursuant to the laws of the state of Wisconsin.
 - b. Void where prohibited by law.
 - c. The invalidity or enforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision were not contained therein.
 - d. Sponsor may cancel any Contest or any part of a Contest, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner, or to be acting in violation of any federal, state or local law. Any attempt by any person to deliberately undermine the legitimate operation of a Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek legal remedies including damages from any such person to the fullest extent permitted

by law. Sponsor may, in its sole discretion, waive or change any of these Official Rules in a particular case, but will advise the public of such waiver or changes as practicable as possible after they are made.

- e. Additional copies of these Official Contest Rules and contest-specific rules may be obtained by sending a self-addressed, stamped envelope to the official rules request address or to the station.
- f. A list of the names of prize winners for a contest may be obtained by sending a self-addressed, stamped envelope to the winner(s) list request address or the station. All requests for the list of the names of prize winners must be received by the applicable deadline for receipt of winner(s) list requests.
- g. **In addition to these Official Contest Rules, a contest may also have additional rules applicable only to that specific contest. Those contest-specific rules are available in materials detailing the contest and are available upon request. In case of any conflict between these Official Contest Rules and the contest-specific rules, the contest-specific rules shall control.**