

The following promotion is intended for participants in the United States only, and will be governed by United States laws. Do not proceed in this promotion if you are not eligible or not currently located in the United States. Further eligibility restrictions are contained in the official rules below.

**WQAL Ugly Sweater Contest**  
OFFICIAL RULES

***NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE ENTRANT'S CHANCE OF WINNING.***

1. How to Enter

- a. These rules govern the WQAL Ugly Sweater promotion ("Promotion"), which is being conducted by WQAL ("Station"). The Promotion occurs on December 16, 2017 ("Promotion Date").
- b. To participate in this Promotion, all interested contestants must attend the Q104 Ugly Sweater Party on December 16, 2017 at Wild Eagle Saloon (921 Huron Rd. E., Cleveland, Ohio 44115) beginning at 8:00pm Eastern Time ("ET") and ending at 11:45pm ET. Contestants must fill out an entry form with their first name and last name, complete address, city, state, zip code, home telephone number and a valid email address and must then sign a release form and have their digital picture taken by the Station in their Sweater ("Entry"). During the registration process, the contestants will select which one (1) of the following three (3) categories the entrant would like to enter into: Most Outrageous, Best Cleveland Theme, or Best Handmade Sweater. Entrants may not enter into more than one (1) category. The judging panel made up of Station staff will judge each contestant's sweater based on the following judging criteria: creativity, originality, complexity, and execution (1-10 in each category; maximum score: 40; minimum score: 4). Participation is subject to confirmation of eligibility.
- c. At approximately 11:30pm ET, up to five (5) "Finalists" will be selected in each of the three (3) categories and announced on-site. Finalists will be the five (5) contestants who received the highest scores in each category. The potential Finalists will have one (1) minute to come to the stage to be eligible to win a Prize. If a selected Finalist is not present or fails to come forward within one (1) minute, an alternate potential Finalist may be selected from all remaining contestants in that category using the judging criteria described above. The Station will be the sole timekeeper. After five (5) Finalists have come forward and gone on stage, the Station will announce the Finalist with the highest score in each category. The Finalist with the highest score in each category will be deemed the First Place Prize winner; there are no prizes for the remaining Finalists. In the case of any tie, the contestants will be judged solely on creativity score. If that score is tied the contestants will be judged on execution.

At approximately 11:45pm, the three (3) First Place Prize winners must return to the stage where the contestant that received the highest overall score will be named the Grand Prize winner. If there is a tie the contestant with the highest overall creativity score will win.

- d. The Station, in its sole discretion, reserves the right to disqualify any contestant if their behavior or appearance contains illegal, indecent or otherwise offensive material. All contestants must remain fully clothed, meaning that a woman's breasts and all genitals remain fully covered. Nudity, profanity, and vulgarity are prohibited and will result in immediate disqualification. It is at the Station's sole and absolute discretion to disqualify any contestant who is deemed to have broken the rules of the Promotion for any reason. No nudity, or behavior which is deemed at the sole discretion of the Station to be unsuitable for public display, broadcast, or posting on the Station's website and affiliated CBS Radio websites (i.e., entries must be radio clean). No masks, weapons or toys of any kind will be allowed. Contestants that do not comply with these rules will not be eligible for the Promotion.
- e. There will be up to a total of three (3) First Place Prize winners and one (1) Grand Prize winner selected in the Promotion.

## 2. Eligibility Restrictions

- a. The Promotion is open to all legal U.S. residents who are legal U.S. residents 21 years of age or older at time of entry and who reside in the Greater Cleveland Metropolitan Area (Cuyahoga, Geauga, Lorain, Lake, Medina Counties). Void everywhere else and where prohibited or restricted by law. Employees, officers, directors and agents of Wild Eagle Saloon, the Station, CBS Radio Inc., each of their respective parents, subsidiaries, and affiliates, the Station's advertising and promotion agencies, and participating sponsors or prize suppliers (collectively, the "Promotion Entities") and other radio stations in the Station's market, the members of their immediate families (spouses, parents, children, and siblings, regardless of where they reside) and those living in the same household of each (whether related or not), are ineligible to enter or win. This Promotion is subject to all applicable federal, state and local laws and regulations. By participating, entrant agrees to comply with these Official Rules and the decisions of the Station, which are final and binding in all respects, and entrant agrees to waive any right to claim ambiguity in the Promotion or Official Rules, except where prohibited by law.
- b. The winner(s) may be required to present valid government-issued photo identification and must provide winner's complete address, date of birth and phone number to claim a prize(s).
- c. Entrants are required to provide truthful information and the Station will reject and delete any entry that it discovers to be false or fraudulent. The Station will disqualify any entrant who does not meet the eligibility requirements and will also delete any entry as required by law.

## 3. Prizes:

- a. Up to three (3) First Place Prizes will be awarded. Each First Place Prize consists of two hundred and fifty dollars (\$250) awarded in the form of a check made payable to the

winner upon confirmation of eligibility. Approximate Retail Value (“ARV”) of each First Place Prize is \$250.

- b. Up to one (1) Grand Prize will be awarded. The Grand Prize consists of two hundred and fifty dollars (\$250) awarded in the form of a check made payable to the winner upon confirmation of eligibility. ARV of the Grand Prize is \$250.
- c. Prizes will be awarded in the form of a check issued by Wild Eagle Saloon. Check will not be awarded or processed until winner(s) has presented all required documentation, and signed all required releases and tax forms on site. Winner check will be mailed directly to the address provided by winner between approximately twelve (12) and fourteen (14) weeks after Wild Eagle receives all required paperwork back from the winner(s).
- d. Total ARV of all Prizes: \$1000.
- e. No more than the stated number of prizes specified in these official rules will be awarded. All prizes or prize certificates will be mailed to winners from Wild Eagle Saloon after Wild Eagle has received all required documentation and signed release and tax forms on site. Unless otherwise specified or required by law, if a prize is not claimed no alternate winner will be selected and the prize will become the property of the Station. The Station may opt to deliver the prize to the winner by mail or overnight courier solely at its discretion. In the event that the Station delivers the prize to the winner by mail or courier with the winner’s consent, the winner assumes the risk of the prize’s loss, damage or delay.
- f. Prize(s) is not transferable, and no substitution, assignment or cash equivalent of prize(s) is permitted, except by the Station (solely at its discretion), which reserves the right to substitute a prize or prize portion with another prize or prize portion of greater or equal value. The prize(s) are expressly limited to the item(s) listed above and unless otherwise expressly specified, do not include taxes, gratuities or any other expenses. Promotion Entities are not responsible for winners’ limitations that prevent acceptance or use of prize(s). The Prize(s) is provided as is. Entrants acknowledge that the Promotion Entities have not made, and are not in any manner responsible or liable for, any warranties, representations or guarantees, and hereby disclaim any and all warranties, expressed or implied, whether by contract or law, concerning any prize, including without limitation, implied warranties of quality, merchantability, mechanical condition or fitness for a particular purpose, with the exception of any standard manufacturer’s warranty that may apply. Other restrictions may apply.

4. Winner Selection and Notification

- a. Decisions of the Station management with respect to the Promotion are final.
- b. Up to one (1) Grand Prize winner and up to three (3) First Place Prize winners will be selected as described in Section 1 of these Official Rules.
- c. Entrants need not listen to the Station but must be present to enter and win.

- d. Potential prize winner(s) will be notified on-site on December 16, 2017. Prize(s) will be awarded only upon confirmation of eligibility and completion of all requisite releases. Upon notification or notification attempt, the potential winner(s) will be required to respond to such notification attempt and execute and return an affidavit of acceptance, eligibility, liability and publicity release on-site at the time of winning or prize(s) will be forfeited and an alternate winner may be selected (time permitting) using the judging criteria described above. If a winner has not reached the age of majority in his/her state of residence, the prize(s) will be awarded in the name of his/her parent or legal guardian. If a potential winner(s) is deemed ineligible for any reason, cannot be contacted, fails to sign and return the required fully-executed affidavit of eligibility and/or liability/publicity release within the required time period, or if a prize or prize notification is returned as undeliverable, the potential winner forfeits the prize(s). The Promotion Entities are not responsible for any changes in an entrant or winner's email address, phone number, mailing address or other contact information.

5. Conditions

- a. Payments of all federal, state and local taxes are solely the responsibility of the winner(s). The winner(s) may be required to complete and submit an IRS Form W-9 with the winner's full Social Security Number or the equivalent for receipt of any prize(s) valued at \$600 or more or for any prizes awarded by the Station (or any other CBS Radio station in Station's market) in a calendar year with an aggregate value of \$600 or more. Failure to submit a complete W-9 or equivalent upon request will result in forfeiture of the prize(s). Such winnings of \$600 or more will be reported to the IRS.
- b. Participation in the Promotion and/or acceptance of prize(s) constitutes entrant's and/or winner's (and guest's, if applicable) permission for the Station or its designees to interview the winner(s) (or guest(s), if applicable), to photograph, film and record each winner (or guest, if applicable), and to use in commerce, advertising and in any media, now or hereafter known, throughout the world, in perpetuity, his/her name, prize(s) won, hometown (city and state), biographic information, likeness, photograph, voice, audio or video recording and/or any statements made by him/her regarding the Station, the Promotion and/or its sponsor(s) for purposes of trade, publicity or promotion without notice or additional compensation, notification or permission, except where prohibited by law. Each winner (and guest, if applicable) agrees to sign a publicity release confirming such consent prior to acceptance of the prize, except where prohibited by law.
- c. Participation in the Promotion and/or acceptance of prize(s) constitutes entrant's and/or winner's (and guest's, if applicable) agreement to release, discharge, and hold harmless the Promotion Entities and their respective officers, shareholders, directors, employees, agents and representatives and all of their successors and assigns (collectively, the "Released Parties") from and against any and all claims or liability arising directly or indirectly from any prize(s) awarded and participation in the Promotion, including, but not limited to, personal injury, death or damage to or loss of property, which may occur in connection with, preparation for, travel to, or participation in the Promotion, or delivery, possession, acceptance and/or use or misuse of any prize or participation in any Promotion-related activity, including, but not limited

to, any claims based on publicity rights, defamation, invasion of privacy and merchandise delivery.

- d. If for any reason this Promotion cannot be executed as planned, including but not limited to, as a result of infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Released Parties that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Promotion, or if the Promotion is compromised or becomes technically corrupted in any way, electronically or otherwise, the Station reserves the right to cancel, terminate, suspend and/or modify the Promotion. If the Promotion is terminated before the original end date, the Station reserves the right, in its sole discretion, to modify the procedure for selecting winner(s), unless the nature of the event giving rise to such termination renders it impossible to select winner(s).
- e. The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering or the administration of the Promotion or in the announcement of a prize(s); (ii) incorrect or inaccurate entry information, human error, failure or omission; (iii) unauthorized human intervention; (iv) lost, stolen, mangled, misdirected, postage due, illegible, incomplete, unsuccessful, or late entries or notifications; (v) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties, telephone or text message service outages, delays, busy signals, poor signals or signal interference, accidental disconnection or equipment malfunctions or any other technological problems or failures of any kind; or (vi) any cancellations, delays, diversions, substitutions or omissions whatsoever by any transportation providers or any other persons or entities providing any services to winner(s) (and guest(s), if applicable) including any results thereof such as changes in services or location necessitated by same. Further, the Released Parties are not responsible if any part of a Promotion prize cannot be awarded due to acts of God, acts of war, natural disasters, weather, acts of terrorism or other factors beyond the Released Parties' control.
- f. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins or any other methods may void that entrant's entries and that entrant may be disqualified. The use of any device to automate entry is prohibited. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, promotion entry services or proxies) will void all entries by that entrant at the Station's discretion. The Station's or its Promotion administrator's computer or telephone system is the official time keeping device for this Promotion. In the event of a dispute, online entries will be deemed to have been submitted by the Authorized Account Holder. The "Authorized Account Holder" is the natural person who (i) is assigned to an email address by an internet access provider, online service provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address or (ii) is assigned to the text or mobile telephone number by a telecommunications provider, or other organization that is responsible for assigning such numbers. The Station, in its sole discretion, reserves the right to disqualify any person who it believes is tampering with the entry process or the operation of the Promotion. Failure to comply with the rules of the Promotion may result in an entrant's

disqualification and/or forfeiture of any prize or prizes. If the Station makes a good faith determination that an entrant has cheated or committed fraudulent activity in connection with a Promotion, the Station may disqualify that entrant from entering and/or winning this and any or all future Station-administered Promotions and seek damages to the fullest extent permitted by law.

- g. The Station reserves the right to modify these rules for clarification or equitable purposes without materially affecting the terms and conditions of the Promotion, including, without limitation, the substitution of a prize(s) of equivalent value, which will become effective upon announcement. If due to circumstances beyond the control of the Promotion Entities, any competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, the Station reserves the right, but not the obligation, to cancel, terminate, suspend or modify the Promotion and shall not be required to award a substitute prize(s). If any provision of these Official Rules is irrevocably inconsistent with any provision set forth on the Contest webpage, then the provision of these Official Rules will prevail but solely to the extent of the inconsistency.
- h. Except where prohibited, by entering the Promotion, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize(s) awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in New York, NY; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event shall such costs include attorneys' fees; and (3) no punitive, incidental, special, consequential or other damages, including, without limitation, lost profits may be awarded (collectively, "Special Damages"), and (4) entrant hereby waives all rights to claim Special Damages and all rights to have any damages awarded multiplied or increased. New York law governs the interpretation and construction of these Official Rules and all aspects related thereto.
- i. For a copy of these Official Rules, send a self-addressed stamped envelope (VT residents may omit return postage) for receipt by the first business day following the end of the Promotion Dates to "Q104 Ugly Sweater Contest] – Official Rules," Attn: Promotions, WQAL, 1041 Huron Road, Cleveland, Ohio 44115. For the names of the prize winner(s) send a self-addressed stamped envelope (VT residents may omit return postage) for receipt within 60 days following the end of the Promotion Dates to the above address marked "Q104 Ugly Sweater Contest – Winner List." The Official Rules and the Winner List (when completed) shall also be available during regular business hours at the main offices of the Station and may be posted online at [www.q104.com](http://www.q104.com).

## 6. PRIVACY

- a. By participating in the Promotion, entrant agrees to the Station's Terms of Use Agreement and to the use of entrant's personal information as described in the Privacy Policy located at [www.q104.com](http://www.q104.com). In the event of conflict between the Station's Terms of Use Agreement and these Official Rules, the terms of these Official Rules shall apply.

Administrator: WQAL, 1041 Huron Road, Cleveland, Ohio 44115

Sponsor: Wild Eagle Salon, 921 Huron Rd. E., Cleveland, Ohio 44115

