

102.3 WMBX-FM – “\$30,000 HI-LO CASH JACKPOT GAME”

Contest Official Rules

NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

BY ENTERING THE CONTEST, EACH ENTRANT AGREES TO THESE OFFICIAL RULES.

- 1. Eligibility:** The 102.3 WMBX-FM – “\$30,000 Hi-Lo Cash Jackpot Game” Contest (the "Contest") is open only to individuals who are 18 years or and residents of Florida and who reside in one of the following Florida counties: Indian River, St. Lucie, Palm Beach, Martin, Broward, and Dade. No purchase necessary to enter the Contest. Employees of Hubbard Radio West Palm Beach, LLC and its radio station 102.3 WMBX-FM located at 701 Northpoint Parkway, Suite 500, West Palm Beach, FL 33407, (the "Sponsor"), Hubbard Radio, LLC, or any of their respective affiliates, subsidiaries, advertising agencies, or any other company or individual involved with the design, production execution or distribution of the Contest (collectively with Sponsor, the "Released Parties") and their immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members of each such employee are not eligible to enter or win. The Contest is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 2. Contest Period:** The Contest begins at or about 9:00 AM Eastern Time (“ET”) on **September 9, 2019**, and ends at 7:00:00 PM ET on October 10, 2019 (the "Contest Period").
- 3. How the Jackpot Amount is chosen:** Sponsor will randomly pre-determine what the jackpot amount is to be won if a caller accurately guesses that dollar amount during one of the Contest Hours (hereinafter the “Jackpot Amount”). Jackpot Amounts will always be in whole dollar amounts, and shall not exceed \$5,000.00. Each time the Jackpot Amount is guessed correctly (as set forth below), Sponsor will select a new different Jackpot Amount.
- 4. How to Enter:** This is a listen-to-enter Contest. To participate in this Contest, listen for the Hi-Lo Cash Jackpot Game announcement on 102.3 WMBX-FM on weekdays (Mon-Fri) at or about 9:00 AM ET, 10:00 AM, ET, 11:00 AM ET, 12:00 PM ET, 1:00 PM ET, 2:00 PM ET, 3:00 PM ET, 4:00 PM ET, 5:00 PM ET, 6:00 PM ET and 7:00 PM ET (each a “Contest Hour”) during the Contest Period. When listeners hears the DJ asking for callers to call in and play the Hi-Lo Cash Jackpot Game, the tenth (10th) caller who reaches the station by calling **1-800-969-1023** will have the opportunity to make **one (1) guess** at the then-current Jackpot Amount. Sponsor will then indicate whether the guess is: (1) higher than the actual Jackpot Amount; (ii) lower than the

Jackpot Amount, or (iii) the correct Jackpot Amount. If the guess is the correct Jackpot Amount, then that caller who made the correct guess will be deemed a Grand Prize winner and will win that Jackpot Amount. However, if the caller does not guess the correct Jackpot Amount, the tenth (10TH) caller in the next Contest Hour will have the opportunity to make one (1) guess at the correct Jackpot Amount. Guessing continues until the correct Jackpot Amount is guessed. Once the current Jackpot Amount is correctly guessed and awarded, the next Contest Hour to follow will have a new Jackpot Amount. Odds of winning depend on the number of eligible callers calling in at the same time after an announcement.

Note that webcasts of Sponsor's programming is typically on a delayed basis, which may affect a webcast listener's ability to participate in this Contest. Sponsor will not accept collect calls. Sponsor is not responsible for delays attributable to webcasting, telephone line unavailability, busy signals on the contest line, operator interference, technical or atmospheric conditions that disrupt the completion of the phone call, telephone system malfunctions, or any other telephone problems which may or may not result from this Contest.

Limit one (1) Prize per person/household during the entire Contest Period.

5. **Prizes and Approximate Retail Values ("ARV's")** - Multiple varying amounts of cash prizes will be awarded in this Contest, as pre-determined by Sponsor as set forth in these Official Rules, and depending on the Jackpot Amount(s); no single Jackpot Amount will exceed five thousand dollars (\$5,000.00).
 - a. Jackpots will be whole dollar amounts only.
 - b. Jackpots will be predetermined by Sponsor.

The prizes are non-assignable and non-transferable. Prize consists of only those items specifically listed as part of the Prize. The winners must meet the eligibility requirements as set forth in Paragraph 1 of these Official Rules. Winners are responsible for paying all applicable income taxes associated with accepting their Prize. Grand Prize winners and their guest will be required to sign a liability and/or publicity release ("Prize Release") prior to issuance of a prize. The Grand Prize winner may be required to complete a W9 tax form. A 1099 form may be submitted to all appropriate taxing authorities.

6. **Claiming the Prize:** Upon winner verification, **as a condition of being named an official winner**, each potential winner must claim his/her prize in person at 102.3 WMBX-FM located at 701 Northpoint Parkway, Suite 500, West Palm Beach, FL 33407, during normal business hours (Monday-Friday, 9:00 a.m. to 5:00 p.m.) within **five (5) business days** of the day he or she wins to verify that he/she is the qualified winner and may be required to sign a Publicity and Liability Release ("Release") upon (and as a condition of) picking up the Prize. Failure to comply with this deadline shall be deemed to be the winner's forfeiture of his or her right to claim the Prize. The winner must prove he or she is a qualified winner by presenting acceptable identification (e.g., state driver's license; state issued identification card; valid

passport with address verification; or birth certificate with social security card and photo identification and address verification).

7. **Participation Conditions/Release/Consent to use Likeness:** By participating, each participant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor which are binding and final in all matters relating to this Contest; (b) release and hold harmless 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 participation in this Contest, and acceptance or use or misuse of prize; (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorney's fees) arising out of or relating to an entrant's participation in the Contest and/or entrant's acceptance, use or misuse of prize; and (d) allow Sponsor's use for promotional purposes of his/her likeness, voice and/or address (city/state) without any additional compensation.
8. **General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, for any reason whatsoever, including, without limitation, fire, flood, natural or man-made epidemic of health or other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction or 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 participation 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. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Only the type and quantity of prizes described in these Official Rules will be awarded. The invalidity or unenforceability of any provision of these rules shall 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 rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
9. **Limitations of Liability:** The Released Parties as set forth above are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing

errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited, to malfunctions, interruptions or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the participation process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of phone calls; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any Prize.

10. **Privacy Policies and Data Collection:** Information provided by you for this Contest on the entry form is subject to Sponsor's privacy policy located at: <http://corporate.hubbardradio.com/privacy-policy/>. By entering this Contest, each entrant agrees that the Sponsor has the right to contact the entrant by phone, direct message, or email accounts provided on the entry form to administer and fulfill this Contest.
11. **Disputes/Governing Law:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or the prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal or state court of Florida; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' or legal fees; and (3) unless otherwise prohibited, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with this Contest shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules (whether of State of Florida, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida.
12. **Official Rules/Winner's List:** For a copy of these Official Rules, see the Website until July 13, 2019. For the name of the winner, please send a self-addressed stamped envelope, to be received no later than October 17, 2019, to: 102.3 WMBX-FM, \$30,000 Hi-Lo Cash Jackpot Game Winners, 701 Northpoint Parkway, Suite 500, West Palm Beach, FL 33407.
13. **Sponsor:** Hubbard Radio West Palm Beach, LLC and its Station 102.3 WMBX-FM, 701 Northpoint Parkway, Suite 500, West Palm Beach, FL 33407.